

JUDAISM

The Talmud

Gittin

A massive, multi-volume compendium of rabbinic debates and commentary on the Torah that forms the basis of Jewish religious law, ethics, and practice. Presents all 37 tractates with Gemara, via Sefaria's William Davidson Talmud (the Koren Talmud Bavli translation, CC BY-NC), plus Avot and Eduyot (which have no Gemara) via Michael L. Rodkinson's 1896-1918 translation.

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Chapter 1

¹ MISHNA: An agent who brings a bill of divorce [get] from a husband to his wife from a country overseas, i.e., from outside of Eretz Yisrael to Eretz Yisrael, is required to state the following formula when he hands over the bill of divorce: This bill of divorce was written in my presence and it was signed in my presence.

² Rabban Gamliel says: Even one who brings a bill of divorce from Rekem or from Heger, which are on the periphery of Eretz Yisrael, must make this declaration. Rabbi Eliezer says: Even one who brings a bill of divorce from the village of Ludim to Lod must also make this declaration, despite the fact that these places are only a short distance apart. The reason is that the village of Ludim was not part of the main area settled by Jews in Eretz Yisrael.

³ And the Rabbis say that one is required to say: It was written in my presence and it was signed in my presence, only if he brings a bill of divorce from a country overseas to Eretz Yisrael, and the same applies to one who delivers a bill of divorce from Eretz Yisrael to a country overseas. And likewise an agent who brings a bill of divorce from one region to another region within the overseas countries is also required to say: It was written in my presence and it was signed in my presence. Rabban Shimon ben Gamliel says: This halakha applies not only to an agent who brings a bill of divorce from one country to another, but even to one who takes it from one district [hegmonya] to another district in the same country.

⁴ Rabbi Yehuda says: With regard to the borders of Eretz Yisrael, from Rekem eastward is considered to be part of the overseas country, and Rekem itself is like east of Eretz Yisrael, i.e., it is outside of Eretz Yisrael. From Ashkelon southward is outside of Eretz Yisrael, and Ashkelon itself is like south of Eretz Yisrael. Likewise, from Akko northward is outside of Eretz Yisrael, and Akko itself is like north of Eretz Yisrael. Rabbi Meir says: Akko is like Eretz Yisrael with regard to the halakhot of bills of divorce.

⁵ One who brings a bill of divorce from one place to another within Eretz Yisrael is not required to say: It was written in my presence and it was signed in my presence. And if there are those who contest it, i.e., if the husband objects by saying that the bill of divorce is a forgery, it should be ratified through its signatories. The court must authenticate the signatures of the witnesses in order to ratify the document.

⁶ GEMARA: The mishna teaches that one who brings a bill of divorce from a country overseas to Eretz Yisrael must say: It was written in my presence and it was signed in my presence. The Gemara asks: What is the reason for this declaration? Rabba says:

⁷ It is because the people who live overseas are not experts in writing a bill of divorce for her sake. It is not sufficient for a bill of divorce to be written in a technically correct manner. It must also be written for the sake of the man and the woman who are divorcing. Therefore, when the witness

comes before the court and says that it was written and signed in his presence, he is testifying that the writing and the signing of the bill of divorce were performed for the sake of the man and woman in question.

⁸ Rava says a different reason: It is because there are no witnesses available to ratify it. Since the bill of divorce was written in a distant place, it is possible that the husband, or someone else, might later claim that the bill of divorce is a forgery. For this reason the agent must say that the bill of divorce was written and signed in his presence, a declaration that bars any subsequent objection on the part of the husband.

⁹ The Gemara asks: What is the difference between these two explanations? The Gemara answers: There is a difference between them with regard to a case where two people brought the bill of divorce. In this case, two witnesses are available to ratify the bill of divorce if someone objects to its validity. Alternatively, the difference concerns a case where the agent brings the bill of divorce from one region to another region within Eretz Yisrael. Here there is no concern that the bill of divorce might not have been written for her sake, as the residents of Eretz Yisrael are aware of this requirement. However, witnesses are not necessarily available to confirm the document.

¹⁰ Alternatively, there is a difference between the two explanations in a case where the agent brings the bill of divorce within that same region in a country overseas. According to the opinion of Rabba, who says the concern is that the people there might not know that the document must be written for her sake, this problem is equally relevant in this case. However, according to the opinion of Rava, who says that the reason is because witnesses are not available, if the bill of divorce is brought in the same region then the witnesses will be available to ratify it.

¹¹ The Gemara asks: And according to the opinion of Rabba, who said that the reason is because they are not experts in writing a bill of divorce for her sake, let us require two witnesses to testify about this, just as is the case with regard to all testimonies in the Torah. The Gemara answers: One witness is deemed credible with regard to prohibitions. In other words, if there is uncertainty as to whether a matter is prohibited or permitted, in the case of the heretofore married woman, the testimony of one witness is sufficient.

¹² The Gemara asks: One can say that we say one witness is deemed credible with regard to prohibitions in a case such as where there is a piece of fat, and it is uncertain if it is forbidden fat [ḥelev] and uncertain if it is permitted fat. In this situation the piece can be rendered permitted by a single witness, as there is no presumption that it is forbidden. Therefore, as there is an uncertainty, and one witness said it is permitted fat, he is deemed credible.

¹³ However, here, where there is a presumption that this woman is forbidden, as she is a married woman, a status she retains until it is established that she has received a bill of divorce, if so, this is a matter of forbidden sexual relations, and the general principle is that there is no matter of testimony for forbidden sexual relations that can be attested to by fewer than two witnesses.

¹⁴ The Gemara answers: Rabba's concern is not equivalent to a case of uncertainty, as most Jewish people are experts in the requirement that a bill of divorce must be written for the woman's sake. And this is so even according to the opinion of Rabbi Meir, who is generally concerned about a minority in a matter of forbidden sexual relations. In this case Rabbi Meir concedes that one need not be concerned for the minority, as ordinary judicial scribes, who write bills of divorce, are learned in this halakha, and know that a bill of divorce must be written for the woman's sake. And it is the Sages

who required testimony about this matter, as an extra precaution. And here, with regard to this testimony,

¹⁵ due to the possibility of desertion, i.e., that she may become like a deserted wife, the Sages were lenient with her by saying that the agent who brought the bill of divorce is deemed credible, despite the fact that he is a single witness. This is to prevent women from becoming uncertain of their marital status as a result of the lack of testimony needed to ratify the bill of divorce.

¹⁶ The Gemara asks: Is this ruling a leniency? It is a stringency, since if you require two witnesses to testify with regard to the bill of divorce, her husband cannot come to contest and invalidate it, as his testimony will not be accepted against that of the two witnesses. However, if only one agent brings the bill of divorce, the husband can come and contest and invalidate the document.

¹⁷ The Gemara answers: Since the Master says: In the presence of how many people must the agent who brings the bill of divorce give it to the woman? Rabbi Yoḥanan and Rabbi Ḥanina disagreed with regard to this issue. One said that he must deliver it to her in the presence of at least two people, and one said that he must deliver it to her in the presence of at least three people, as three individuals are considered a court. Therefore, at the outset the agent is careful to clarify the matter fully, and he will not act to his own detriment by bringing an invalid bill of divorce.

¹⁸ The Gemara asks: And according to the opinion of Rava, who said that the agent must say: It was written in my presence and it was signed in my presence, because there are no witnesses available to ratify it, let us require two witnesses, just as is the practice with regard to the typical case of ratification of legal documents, which must be performed via two witnesses. The Gemara answers as above: One witness is deemed credible with regard to prohibitions.

¹⁹ Again the Gemara asks: One can say that we say that one witness is deemed credible with regard to prohibitions in a case such as where there is a piece of fat, and it is uncertain if it is forbidden fat and uncertain if it is permitted fat. In this situation, the piece can be permitted by a single witness, as there is no presumption that it is forbidden. However, here there is a presumption that this woman is forbidden as a married woman. If so, this is a matter of forbidden sexual relations, and there is no matter of testimony for forbidden sexual relations that can be attested to by fewer than two witnesses.

²⁰ The Gemara answers: By right it should be that with regard to the ratification of legal documents as well, the court should not require two witnesses, in accordance with the opinion of Reish Lakish. As Reish Lakish says: Witnesses signed on a legal document become like a pair of witnesses whose testimony has been examined in court, and the document should be accepted without further ratification. And it is the Sages who required the court to ratify documents. And here, with regard to bills of divorce, the Rabbis were lenient with her by allowing the document to be ratified through the agent's testimony alone, due to the possibility of desertion.

²¹ The Gemara again asks: Is this ruling a leniency? It is a stringency, since if you require two witnesses to testify with regard to the bill of divorce, then her husband cannot come to contest and invalidate it, whereas if there is only one agent, her husband can come and contest and invalidate it. Once again the Gemara answers: Since the Master says: In the presence of how many people must the agent who brings the bill of divorce give it to the woman? Rabbi Yoḥanan and Rabbi Ḥanina disagreed with regard to this issue. One said that he must deliver it to her in the presence of at least two people, and one said that he must deliver it to her in the presence of at least three people, as three

individuals are considered a court. Therefore, at the outset the agent is careful to clarify the matter fully, and he will not act to his own detriment by bringing an invalid bill of divorce.

²² After clarifying the basic dispute, the Gemara discusses the reasons for each opinion. And as for Rava, what is the reason that he did not say like Rabba, that the reason the agent must declare: It was written in my presence and it was signed in my presence, is due to the concern that the bill of divorce was not written for the woman's sake? The Gemara answers that Rava could have said to you: Is it taught in the mishna that the agent must say: It was written in my presence for her sake, and it was signed in my presence for her sake? Since the agent does not testify that it was written for her sake, this indicates that the Sages did not institute the requirement that he state this declaration to ensure that it was written for her sake.

²³ The Gemara asks: And how does Rabba respond to this claim? The Gemara answers: By right it is so that the mishna should teach in this manner. However, the Sages did not require him to say this, as if you increase the agent's requirement to speak, by obligating him to state this lengthy declaration, he will likely come to shorten it. If he has too much to remember, he might forget some of the formula, and his error will render the bill of divorce invalid.

²⁴ The Gemara asks: Now too, with regard to the formula as it stands, he will come to shorten it by omitting either it was written in my presence or it was signed in my presence. The Gemara answers: He is likely to shorten it by omitting one term out of three, such as: For her sake, from the three-term clause: It was written, in my presence, for her sake. However, he will not shorten his declaration by omitting one term of two. Consequently, when asked if it was written in his presence, he will answer with the full statement, and the same is true when he is asked if it was signed in his presence.

²⁵ The Gemara asks concerning the other opinion: And as for Rabba, what is the reason that he did not say like Rava, that the reason for the decree is because witnesses may not be available to ratify the bill of divorce? The Gemara answers that Rabba could have said to you: If so, let the mishna teach: It was signed in my presence, and nothing more, as this is a confirmation that the signatures of the witnesses on the document are valid. Why do I need the agent to add: It was written in my presence? Conclude from it that the reason for this decree is because we need the bill of divorce to be written for her sake.

²⁶ The Gemara asks: And how does Rava respond to this claim? The Gemara answers: Rava would answer that by right it is so that the mishna should teach in this manner. But if this were to be so, that the agent declares merely: It was signed in my presence, people will come to confuse the matter with the typical case of ratification of legal documents. In other words, they will think it is possible to ratify other documents via the testimony of one witness. Consequently, the Sages added that the agent must also declare: It was written in my presence, which is not generally stated with regard to the confirmation of other documents.

²⁷ The Gemara comments: And Rabba would respond as follows: There is no concern that people will confuse the ratification of a bill of divorce with the typical case of the ratification of legal documents, as are the two cases comparable at all? There, with regard to the ratification of other documents, the witnesses need only say: We know that these are the signatures of the witnesses on the document. By contrast, here, in the case of a bill of divorce, the agent must say: It was signed in my presence.

²⁸ Additionally, there, in the case of other documents, a woman is not deemed credible, whereas here, a woman is deemed credible when she brings a bill of divorce and declares that it was written and signed in her presence. Additionally, there, in the case of other documents, an interested party is not deemed credible to testify concerning the validity of the document. However, here, an interested party is deemed credible, as even the woman herself can bring her bill of divorce and testify that it was drafted in the correct manner.

²⁹ And Rava, how would he respond to this claim? He could have said to you: Is that to say that here, in the case of a bill of divorce, if the witnesses of ratification say: We know, they are not deemed credible? They would be deemed credible even if they used that formula. And since when they say: We know, they are deemed credible, people will come to confuse it with the typical case of ratification of legal documents, which they will perform via one witness.

³⁰ The Gemara asks: And according to the opinion of Rabba, who said that the reason for the declaration: It was written in my presence and it was signed in my presence, is because they are not experts in writing a bill of divorce for her sake, who is this tanna who requires that the writing of the bill of divorce must be performed for her sake, and also requires

³¹ that the signing must be performed for her sake? If it is in accordance with the opinion of Rabbi Meir, he requires signing for her sake; however, he does not require that the writing must be for her sake. As we learned in a mishna (21b): One may not write a bill of divorce on anything that is attached to the ground, e.g., a leaf attached to a tree. However, if he wrote it on something that is attached to the ground, and then he detached it, signed it, and gave it to her, it is valid. This indicates that the essential stage of writing a bill of divorce is when it is signed by witnesses. The Gemara says that this is Rabbi Meir's opinion, as an unattributed ruling in the mishna typically follows the opinion of Rabbi Meir.

³² If it is in accordance with the opinion of Rabbi Elazar, who disagrees with Rabbi Meir and requires that the writing must be for her sake, he does not require that the signing must be for her sake. And if you would say that actually the mishna is in accordance with the opinion of Rabbi Elazar, and when Rabbi Elazar does not require signing for her sake, he means by Torah law, whereas by rabbinic law he requires that bills of divorce must be signed for her sake; but that is untenable, as the Sages listed three bills of divorce that are valid by Torah law but are invalid by rabbinic law, and when he disputes that ruling Rabbi Elazar does not require that the signing must be for her sake.

³³ As we learned in a mishna (86a): Three bills of divorce are invalid ab initio, but if the woman married another man after having received one of these bills of divorce the offspring is of unflawed lineage. In other words, she is not considered to be a married woman who engaged in sexual intercourse with another man, which would render their child as one born from an adulterous relationship [mamzer]. And these three are: A bill of divorce that the husband wrote in his handwriting but there are no signatures of witnesses on the document; and if there are the signatures of witnesses on the document but there is no date written on it; and if there is a date written on it but it has only one witness signed on it. These are the three invalid bills of divorce concerning which the Sages said: And if she married, the offspring is of unflawed lineage.

³⁴ The mishna continues: Rabbi Elazar says: Even though there are no signatures of witnesses on the document, but he gave it to her in the presence of two witnesses, it is a valid bill of divorce. And on the basis of this bill of divorce the woman can collect the amount written to her in her marriage

contract even from lien property, as Rabbi Elazar maintains that witnesses sign the bill of divorce only for the betterment of the world. If no witnesses sign a bill of divorce the husband could contest its validity at any time by denying that he wrote it. In any case, it can be seen from this mishna that according to Rabbi Elazar the signatures of the witnesses are not an essential part of a bill of divorce. Consequently, it does not need to be signed for her sake, even by rabbinic law.

³⁵ But rather, you can say that the mishna is in accordance with the opinion of Rabbi Meir, and when Rabbi Meir does not require that the writing must be for her sake, he meant by Torah law, whereas by rabbinic law he does require that the writing must be for her sake. However, the Gemara raises a difficulty against this explanation as well: But didn't Rav Nahman say that Rabbi Meir would say: A bill of divorce need not be written for her sake, and even if a husband found a bill of divorce in the garbage, and the names of the man and woman in the bill of divorce are the same as his name and that of his wife,

³⁶ and he signed it and gave it to his wife, it is a valid bill of divorce? And if you would say that we learned that this statement of Rav Nahman applies by Torah law, whereas by rabbinic law Rabbi Meir concedes that a bill of divorce must be written for her sake, if so, Rav Nahman should have said: Rabbi Meir would say that by Torah law if a husband found a document in the garbage he may use it.

³⁷ Rather, the Gemara retracts the previous answer and states: Actually, the mishna is in accordance with the opinion of Rabbi Elazar, and when does Rabbi Elazar not require that the signing must be for her sake? Where there are no witnesses at all on the bill of divorce. However, where there are witnesses, he does require that all their signatures must be for her sake. The proof for this is that Rabbi Abba says: Rabbi Elazar concedes with regard to a document whose falsification is inherent in it, i.e., a document that is signed by disqualified witnesses, that it is invalid. This shows that although Rabbi Elazar maintains that a lack of signatures does not invalidate a bill of divorce, all signatures included in the bill of divorce must be valid; otherwise the document is rendered invalid.

³⁸ Rav Ashi said a different explanation: In accordance with whose opinion is this mishna? It is in accordance with a third opinion, that of Rabbi Yehuda. As we learned in a mishna (21b): Rabbi Yehuda invalidates a bill of divorce unless its writing and signing are performed on an item that is detached from the ground. According to this opinion, both the writing and the signing must be done for her sake.

³⁹ The Gemara asks: And initially, what is the reason we did not establish the mishna in accordance with the opinion of Rabbi Yehuda? Since Rabbi Yehuda's opinion is explicitly stated in a mishna, isn't it obvious that this mishna also follows his ruling?

⁴⁰ The Gemara answers: We seek to explain the mishna in accordance with the opinion of Rabbi Meir, as there is a general principle that a ruling in an unattributed mishna is in accordance with the opinion of Rabbi Meir. Likewise, we seek to interpret the mishna in accordance with the ruling of Rabbi Elazar, as we maintain in general that the halakha is in accordance with his opinion with regard to bills of divorce. For these reasons, the Gemara first attempted to interpret the mishna in accordance with the opinion of one of these tanna'im, not that of Rabbi Yehuda.

⁴¹ § The Gemara continues to explain the mishna in light of the dispute between Rabba and Rava. We learned in the mishna that Rabban Gamliel says: Even one who brings a bill of divorce from Rekem or from Heger must say: It was written in my presence and it was signed in my presence. Rabbi Eliezer says: Even one who brings a bill of divorce from the village of Ludim to Lod. And

Abaye said in explanation of this matter: We are dealing with towns that are not part of the land itself, but are near Eretz Yisrael and within the boundary of Eretz Yisrael.

⁴² And Rabba bar bar Ḥana said: I myself saw that place, i.e., the distance between the village of Ludim and Lod, and it was similar to the distance from Bei Kuvei to Pumbedita, which is only a short distance.

⁴³ The Gemara analyzes the mishna: One can derive by inference that the first tanna of the mishna holds that in these places the agent is not required to testify that the bill of divorce was written and signed for the woman's sake. What, is it not the case that they disagree with regard to this principle, as one Sage, the first tanna, holds that the reason for saying: It was written in my presence and it was signed in my presence, is because people living overseas are not experts in writing a bill of divorce for her sake, and the residents of these places are learned in this matter, as they are near Eretz Yisrael. And one Sage, Rabban Gamliel, holds: The reason is because there are no witnesses available to ratify it, and the residents of these places are also not frequently available, as they live on the other side of the border, and it is difficult to bring witnesses from one place to another.

⁴⁴ The Gemara rejects this suggestion: No, there is no proof that this issue is a dispute among tanna'im, as Rabba resolves the different opinions in the mishna according to his line of reasoning, and Rava resolves them according to his line of reasoning. The Gemara elaborates: Rabba resolves them according to his line of reasoning, as everyone agrees that the reason is because they are not experts in writing a bill of divorce for her sake. And here they disagree with regard to this issue: The first tanna holds that since the residents of these cities are located near Eretz Yisrael, they are assumed to be learned in this halakha.

⁴⁵ And Rabban Gamliel came to say: Granted, the residents of those cities that are within the boundary of Eretz Yisrael are learned in this halakha, however, the residents of these cities that are only near Eretz Yisrael are not learned. And Rabbi Eliezer came to say, when he mentioned the village of Ludim and the town of Lod, that the residents of those cities that are within the boundary of Eretz Yisrael are also not treated as learned, so that you should not make a distinction within separate areas of the country overseas. In other words, anywhere that is not part of the Jewish settlement of Eretz Yisrael is classified as outside, even if they are familiar with the halakhot of bills of divorce.

⁴⁶ Likewise, Rava resolves the various opinions in the mishna according to his line of reasoning. He maintains that everyone agrees that the reason for the declaration: It was written in my presence and it was signed in my presence, is because there are no witnesses available to ratify it. And the first tanna holds: Since the residents of these cities are nearby they are frequently available.

⁴⁷ And Rabban Gamliel came to say: The residents of cities within the boundary of Eretz Yisrael are frequently available. However, the residents of places that are merely near Eretz Yisrael are not frequently available. And Rabbi Eliezer came to say that the residents of those cities that are within the boundary of Eretz Yisrael are also not considered to be like Eretz Yisrael in this matter, despite their proximity to the Jewish settlement, so that you should not make a distinction within separate areas of a country overseas.

⁴⁸ § We learned in the mishna: And the Rabbis say that one is required to say: It was written in my presence and it was signed in my presence, only if he brings a bill of divorce from a country overseas to Eretz Yisrael, and the same applies to one who delivers a bill of divorce from Eretz Yisrael to a

country overseas. The Gemara analyzes this statement: One can learn by inference that the first tanna of the mishna holds that one who delivers a bill of divorce from Eretz Yisrael to a country overseas is not required to say this declaration. What, is it not the case that they disagree with regard to this principle, as one Sage, the first tanna, holds that the reason for the declaration is because they are not experts in writing a bill of divorce for her sake,

⁴⁹ and these people are learned with regard to this halakha, as a bill of divorce sent from Eretz Yisrael was certainly written in the correct manner. And one Sage, the Rabbis, holds: The reason for the testimony is because there are no witnesses available to ratify it, and these witnesses who travel from Eretz Yisrael overseas are also not frequently available.

⁵⁰ The Gemara again rejects the suggestion: One cannot prove that this issue is a dispute of the tanna'im, as Rabba resolves the different opinions in the mishna according to his line of reasoning, and Rava resolves them according to his line of reasoning. Rabba resolves them according to his line of reasoning, as follows: It may be that everyone agrees that the reason is because they are not experts in writing a bill of divorce for her sake, and here they disagree with regard to a decree applied in the case of one who delivers a bill of divorce to Eretz Yisrael due to the concern that it will be confused with the case of one who brings a bill of divorce from Eretz Yisrael.

⁵¹ The Gemara explains that the first tanna holds: The Sages do not decree with regard to one who delivers due to one who brings. In other words, although one who delivers a bill of divorce from overseas to Eretz Yisrael must say: It was written in my presence and it was signed in my presence, one who brings a bill of divorce from Eretz Yisrael to a country overseas need not state this declaration.

⁵² And the later Rabbis hold: The Sages do decree with regard to one who delivers due to one who brings the bill of divorce from overseas. The reason for this decree is that one might err and think that just as an agent who delivers a bill of divorce from Eretz Yisrael to a country overseas is not required to testify that it was written and signed in his presence, so too, one who brings a bill of divorce from a country overseas to Eretz Yisrael need not state this declaration. Consequently, the Sages decreed that even one who delivers a bill of divorce from Eretz Yisrael to a country overseas must declare: It was written in my presence and it was signed in my presence.

⁵³ And Rava also resolves the different opinions in the mishna according to his line of reasoning. How so? He maintains that everyone agrees that the reason for the declaration: It was written in my presence and it was signed in my presence, is because there are no witnesses available to ratify it, and the later Rabbis do not disagree with the previous opinion. Rather, they come to explain the reasoning of the first tanna. In other words, the first tanna agrees that one who takes a bill of divorce from Eretz Yisrael to a country overseas must state the declaration, and he simply taught the halakha in a concise manner.

⁵⁴ § The Gemara attempts to cite another proof: We learned in the mishna: One who brings a bill of divorce from one region to another region within a country overseas must also say: It was written in my presence and it was signed in my presence. The Gemara infers: But if he brought a bill of divorce within one region in a country overseas he is not required to state this declaration. This works out well according to the opinion of Rava, as witnesses are available in the same region. However, according to the opinion of Rabba, the matter is difficult, as overseas residents are not experts in the halakha and therefore it does not matter how closely they are located to each other.

⁵⁵ The Gemara answers: According to the opinion of Rabba, do not say that the correct inference is: Within one region in a country overseas, he is not required to state the declaration. Rather, say that one should infer from the mishna: From region to region within Eretz Yisrael, he is not required to do so.

⁵⁶ The Gemara raises a difficulty with regard to this answer: But that halakha need not be derived by inference, as the mishna is teaching it explicitly: One who brings a bill of divorce from one place to another within Eretz Yisrael is not required to say: It was written in my presence and it was signed in my presence. The Gemara answers: If this halakha were to be derived from that statement alone, I would say: This applies only after the fact, i.e., if someone acted in this manner then the bill of divorce is not invalidated. However, it might have been thought that one should not act in this manner *ab initio*; rather, the agent should state the declaration. Therefore, the mishna teaches us by means of this inference from its first section that he need not state the declaration even *ab initio*.

⁵⁷ The Gemara offers an alternate version of this discussion: And some raise this objection like this, by inferring differently from that ruling of the mishna. The mishna teaches: One who brings a bill of divorce from one region to another region within a country overseas must also say: It was written in my presence and it was signed in my presence. The Gemara infers from here that if he brings the document from region to region within Eretz Yisrael, he is not required to state the declaration.

⁵⁸ This works out well according to the opinion of Rabba, as the residents of Eretz Yisrael are aware of the halakha that a bill of divorce must be written for the woman's sake. However, it is difficult according to the opinion of Rava. The Gemara rejects this inference: Do not say that the mishna is teaching that from one region to another region within Eretz Yisrael, he is not required. Rather, say: Within one region in a country overseas he is not required to state the declaration.

⁵⁹ The Gemara questions this interpretation: However, if that is so, with regard to an agent who brings a bill of divorce from region to region within Eretz Yisrael, what is the halakha? Is he required to state the declaration? If so, let the mishna teach simply: One who brings a bill of divorce from one region to another region must state the declaration, without specification, and this would apply both overseas and in Eretz Yisrael.

⁶⁰ The Gemara answers: Actually, one who brings from region to region within Eretz Yisrael is also not required to state the declaration even according to the opinion of Rava, for the following reason: Since there are those who ascend to Jerusalem for the pilgrimage Festival, witnesses are frequently available and they can come even from one region to another.

⁶¹ The Gemara raises a difficulty: This works out well when the Temple is standing, as there are those who ascend to Jerusalem for the pilgrimage Festival at that time. However, when the Temple is not standing what can be said? The Gemara answers: Since there are central courts that are fixed in a permanent location where everyone goes, witnesses are frequently available to ratify the bill of divorce.

⁶² The Gemara suggests a different proof: We learned in the mishna that Rabban Shimon ben Gamliel says that even an agent who brings a bill of divorce from one district to another district must say that it was written and signed in his presence. And Rabbi Yitzhak said: There was one city in Eretz Yisrael, and Asasiyyot was its name, and it contained two districts that divided the city. And its two governors were so particular with each other that they enacted travel restrictions that made it

impossible to cross through the city, and consequently they were required to say the declaration when bringing a bill of divorce from district to district.

⁶³ The Gemara comments: This works out well according to the opinion of Rava, who holds that the reason is due to witnesses, as the witnesses could not pass from one district to another. However, it is difficult according to the opinion of Rabba, as he maintains that there is no need to state the declaration in Eretz Yisrael because its residents are aware of the halakha that a bill of divorce must be written for the woman's sake. The Gemara answers: Rabba is of the opinion that the reason is also in accordance with the opinion of Rava, i.e., Rabba agrees that one of the reasons for this halakha is because witnesses are not available to ratify the bill of divorce. He adds another reason, that they are not experts in the halakha of writing the document for her sake.

⁶⁴ The Gemara asks: Rather, what then is the difference between them, i.e., between Rava's explanation and that of Rabba? The Gemara answers: There is a difference between them with regard to a case where two people bring the bill of divorce from a country overseas. According to the opinion of Rava they do not need to say: It was written in my presence and it was signed in my presence, as additional witnesses are not needed to confirm this bill of divorce. However, it is still necessary to declare that the document was written for the sake of the wife.

⁶⁵ Alternatively, the difference between the two explanations involves a case where one agent brought the bill of divorce from one place to another within a single region in a country overseas, where witnesses are available to ratify it. According to Rabba it is still necessary for the agent to utter the declaration so that he can confirm that the bill of divorce was written for her sake. According to Rava, he does not have to say: It was written in my presence and it was signed in my presence, as witnesses are readily available if needed.

⁶⁶ § We learned in a mishna (9a): With regard to an agent who brings a bill of divorce from a country overseas, and he is unable to say: It was written in my presence and it was signed in my presence, if the bill of divorce has witnesses signed on it then it shall be ratified by its signatories, i.e., it can be ratified by validating the witnesses' signatures. And we discussed this halakha: What is the meaning of the phrase: And he is unable to say?

⁶⁷ If we say that this is referring to a deaf-mute, is a deaf-mute fit to bring a bill of divorce? But didn't we learn in a mishna (23a): Anyone is fit to serve as an agent to bring a bill of divorce to a woman except for a deaf-mute, an imbecile, and a minor, all of whom may not be appointed as agents at all, as they are not intellectually competent according to halakha.

⁶⁸ And Rav Yosef said: With what are we dealing here? This is a case where the agent gave the bill of divorce to her when he was halakhically competent, but he did not manage to say: It was written in my presence and it was signed in my presence, before he became a deaf-mute. In other words, although at the time he was appointed he was fit to be appointed as an agent, he is currently unable to say anything. This works out well according to the opinion of Rava. However, it is difficult according to the opinion of Rabba, as he requires testimony that the bill of divorce was written for the woman's sake.

⁶⁹ The Gemara answers: With what are we dealing here? This does not refer to the main period of the decree. Rather, it is speaking of later generations, after the residents of countries overseas learned that a bill of divorce must be written for her sake, so there is no need for the declaration. The Gemara raises a difficulty: If so, meaning that this is referring to a situation where everyone is assumed to be

knowledgeable, even if the agent is able to testify he should also not be required to say: It was written in my presence, as it should be sufficient to confirm the witnesses' signatures. The Gemara explains: Nevertheless, Rabba maintains that the agent must testify, due to a rabbinic decree lest the matter return to its corrupt state, i.e., they might forget that a bill of divorce must be written for the woman's sake.

⁷⁰ The Gemara asks: If it is so, that the Sages decreed that the statement must be issued even in this case, then one who is unable to speak should also be obligated to state the declaration, and be disqualified from serving as an agent due to his inability to speak. The Gemara answers: This case of a halakhically competent individual who became a deaf-mute is an uncommon matter, and the Sages did not decree with regard to an uncommon matter.

⁷¹ The Gemara asks: But the case of a woman who brings her own bill of divorce is also an uncommon matter, and yet we learned in a mishna (23a): The woman herself may bring her own bill of divorce, provided that she too is required to say: It was written in my presence and it was signed in my presence. Why do the Sages obligate her to state this declaration when it is uncommon for a woman to be the agent of delivery for her own bill of divorce? The Gemara answers: The Sages instituted this ordinance so that you will not distinguish with regard to different types of agency. To avoid confusion, the Sages decreed that all agents who bring a bill of divorce must state the declaration, even the woman herself.

⁷² The Gemara asks: If so, then a husband who brings his wife's bill of divorce should also be required to say that it was written and signed in his presence, as the Sages do not differentiate between different agents. Why then, is it taught in a baraita: In the case of the husband himself who brought his own bill of divorce, he is not required to say: It was written in my presence and it was signed in my presence?

⁷³ The Gemara explains: What is the reason that the Sages said that the agent of a bill of divorce is required to say: It was written in my presence and it was signed in my presence? The reason for the decree is that perhaps the husband will come to contest and invalidate the bill of divorce. However, here the husband himself now holds the document in his hand, and yet you are concerned that he will contest it? If he does not wish to give the bill of divorce to the woman he can simply tear it up. Therefore, the Sages did not apply their decree to this case.

⁷⁴ § The Gemara attempts to cite an additional proof: Come and hear, as Shmuel raised a dilemma before Rav Huna: With regard to two people who brought a bill of divorce from a country overseas, are they required to say: It was written in our presence and it was signed in our presence, or are they not required to state this declaration? Rav Huna said to him: They are not required to say it. Rav Huna explained his ruling: And if these two individuals would say, testifying: She was divorced in our presence, even without bringing a bill of divorce, aren't they deemed credible and isn't she considered divorced? Therefore, in this case too, they are deemed credible when they claim that the bill of divorce was written correctly.

⁷⁵ The Gemara comments: This works out well according to the opinion of Rava, as the matter depends on the availability of witnesses to ratify the bill of divorce, and there are two witnesses in this case. However, according to the opinion of Rabba, it is difficult, as he requires the additional testimony that the document was written for the woman's sake. The Gemara explains: According to the opinion of Rabba, with what are we dealing here? He maintains that this ruling is referring to the

period after the people living overseas learned the halakha that a bill of divorce must be written for the woman's sake.

⁷⁶ The Gemara raises a difficulty: If so, one person who brings a bill of divorce should also not be required to say that it was written and signed in his presence. The Gemara explains: One witness is still required to state the declaration for the aforementioned reason: It is a rabbinic decree lest the matter return to its corrupt state.

⁷⁷ The Gemara further asks: If so, two who bring a bill of divorce should also be required to say that it was written and signed in their presence, due to this same decree. The Gemara answers: Two people who bring a bill of divorce is an uncommon matter, and the Sages did not decree with regard to an uncommon matter.

⁷⁸ The Gemara asks: But the case of a woman who brings her own bill of divorce is also an uncommon matter, and yet we learned in a mishna (23a): The woman herself may bring her own bill of divorce, provided that she too is required to say: It was written in my presence and it was signed in my presence. Why do the Sages obligate her to state this declaration when it is uncommon for a woman to be the agent of delivery for her own bill of divorce? The Gemara answers: The Sages instituted this decree so that you will not distinguish with regard to different types of agency.

⁷⁹ The Gemara asks: If so, then a husband who brings his wife's bill of divorce should also be required to say that it was written and signed in his presence, as the Sages do not differentiate between different agents. Why then, is it taught in a baraita: If the husband himself brings his own bill of divorce he is not required to say: It was written in my presence and it was signed in my presence? The Gemara explains: What is the reason that the Sages said that the agent of a bill of divorce is required to say: It was written in my presence and it was signed in my presence? The reason for the decree is that perhaps the husband will come to contest and invalidate the bill of divorce. However, here the husband himself now holds the document in his hand, and yet you are concerned that he will contest it?

⁸⁰ § The Gemara suggests: Come and hear a proof from the Tosefta (1:1): With regard to an agent who brings a bill of divorce from a country overseas and gave it to the woman, but did not say to her: It was written in my presence and it was signed in my presence, if the bill of divorce is ratified through its signatories, i.e., other people testify about the witnesses' signatures, it is valid, but if not it is invalid. This is because the Sages did not require him to say: It was written in my presence and it was signed in my presence, so as to be stringent with her. Rather, they required the agent to state this declaration so as to be lenient with her, to spare the court from having to ratify the bill of divorce.

⁸¹ The Gemara explains the proof: This works out well according to the opinion of Rava, as according to him the statement of the agent is to avoid the need for the court to ratify the bill of divorce, which is a leniency for her. However, according to the opinion of Rabba it is difficult, as he holds that the agent is required to state the declaration due to the concern that the bill of divorce may not have been written for her sake, which is a stringency for her. The Gemara answers: With what are we dealing here? With the period after they learned the halakha that a bill of divorce must be written for the woman's sake.

⁸² The Gemara asks: But didn't you say that there is a rabbinic decree lest the matter return to its corrupt state? Why didn't the Sages enforce their decree in this case? The Gemara answers: This is referring to a case where the woman had already married again after having received the bill of

divorce, and the Sages did not want to enforce their decree at the expense of forcing her to get divorced. The Gemara questions this explanation: If so, the explanation provided by the Tosefta for the ruling in the mishna, that the reason is because the Sages did not require him to say: It was written in my presence and it was signed in my presence, so as to be stringent with her. Rather, they required the agent to state this declaration so as to be lenient with her, is not accurate. Instead, the true reason for this leniency is because she had already married someone else.

⁸³ The Gemara answers: This is what the tanna of the baraita is saying: And if you would say that one should be stringent with her and remove her from her new husband, to counter that claim the tanna adds: This is because the Sages did not require him to say: It was written in my presence and it was signed in my presence, so as to be stringent with her. Rather, they required the agent to state this declaration so as to be lenient with her.

⁸⁴ What is the reason that the Sages required this testimony at all? Perhaps the husband will come to contest, and invalidate the bill of divorce. Now, in this case, where the husband is not contesting its validity, will we, the court, arise and contest it?

⁸⁵ § The Gemara comments: Rabba and Rava disagree with regard to the dispute between Rabbi Yoḥanan and Rabbi Yehoshua ben Levi. One said that the reason the Sages required an agent to say: It was written in my presence and it was signed in my presence, is because they are not experts in writing a bill of divorce for her sake. And one said that the reason is because there are no witnesses available to ratify it.

⁸⁶ The Gemara suggests: It may be concluded that Rabbi Yehoshua ben Levi is the one who said that the reason is because they are not experts in writing a bill of divorce for her sake, as Rabbi Shimon bar Abba brought a bill of divorce before Rabbi Yehoshua ben Levi, and said to him: Am I required to say: It was written in my presence and it was signed in my presence, or not?

⁸⁷ Rabbi Yehoshua ben Levi said to him: You are not required to do so, as they said that one was required to state this declaration only in the earlier generations, when they were not experts in writing a bill of divorce for her sake. However, in the later generations, when they are experts about writing it for her sake, no, this declaration is no longer necessary. The Gemara states: It may be concluded from here that Rabbi Yehoshua ben Levi was of this opinion.

⁸⁸ The Gemara asks: And can you understand that an individual agent does not need to say: It was written in my presence and it was signed in my presence? But it was demonstrated earlier that Rabba is of the opinion that the reason is also in accordance with the opinion of Rava, and the issue of the availability of witnesses cannot be resolved by the fact that later generations are knowledgeable about writing a bill of divorce for the woman's sake. And furthermore, we said that according to the opinion of Rabba an agent must still say that it was written and signed in his presence, lest the matter return to its corrupt state.

⁸⁹ Rather, Rabbi Shimon bar Abba had another person with him, who served as a second witness, and the reason that the account of the incident did not mention him was due to the honor of Rabbi Shimon bar Abba, as that man was unlearned. As for the halakha, since there were two witnesses the concern for ratification does not apply in this case. As stated above, in this situation the Sages did not apply their decree due to a concern that the matter would return to its corrupt state.

⁹⁰ § It was stated that the amora'im disagreed with regard to the following question: In the presence of how many people must an agent who delivers a bill of divorce from overseas give it to the woman? Rabbi Yoḥanan and Rabbi Ḥanina disagreed with regard to this matter. One says that he must give it in the presence of at least two witnesses, and one says that he must give it in the presence of at least three witnesses.

⁹¹ The Gemara suggests: It may be concluded that Rabbi Yoḥanan is the one who said that the agent must give the bill of divorce in the presence of two witnesses, as Ravin bar Rav Ḥisda brought a bill of divorce before Rabbi Yoḥanan, and Rabbi Yoḥanan said to him: Go and give the bill of divorce to her in the presence of two witnesses, and say to them: It was written in my presence and it was signed in my presence. The Gemara states: It may be concluded from here that Rabbi Yoḥanan was of this opinion.

⁹² The Gemara suggests: Let us say that they disagree about this issue, as the one who said that the agent must deliver the bill of divorce in the presence of two witnesses holds that the reason is: Because they are not experts in writing a bill of divorce for her sake. Therefore, it is sufficient for there to be testimony that it was written for her sake. And the one who said that he must testify in the presence of three people holds that the reason is: Because there are no witnesses available to ratify it. Consequently, he must testify in the presence of three people, who are considered a court, as is the halakha for the ratification of all documents.

⁹³ The Gemara rejects this argument: And can you understand it that way? But from the fact that Rabbi Yehoshua ben Levi said, as proven above, that the reason for the decree is because they are not experts in writing a bill of divorce for her sake, it follows that Rabbi Yoḥanan, who disagrees with him, said the reason is because there are no witnesses available to ratify it. And if so, here, how can Rabbi Yoḥanan say that it can be delivered in the presence of two people? If a court is needed to ratify the document, Rabbi Yoḥanan should require three people.

⁹⁴ And furthermore, it was demonstrated earlier that Rabba is of the opinion that the reason is also in accordance with the opinion of Rava. Consequently, even the one who says that this decree was enacted because they are not experts in writing a bill of divorce for the woman's sake still requires witnesses to ratify the document. If a court is necessary for this purpose, the presence of two people is not enough.

⁹⁵ Rather, everyone agrees that we require witnesses who are available to ratify it, and here they disagree with regard to whether an agent can become a witness to testify about the matter of his agency, and whether a witness can become a judge for the matter about which he testified. The Gemara explains: The one who said that the agent must state the declaration in the presence of two witnesses holds that an agent can become a witness, and a witness can become a judge. Consequently, this agent can join with the other two people to form a court that ratifies the document. And the one who said that it must be delivered in the presence of three holds that an agent can become a witness, but a witness cannot become a judge. Therefore, the agent must issue his statement in the presence of three other people.

⁹⁶ The Gemara raises a difficulty: But don't we maintain with regard to matters of rabbinic law that a witness can become a judge, and the ratification of documents is a requirement by rabbinic law?

⁹⁷ Rather, the Gemara suggests that here they disagree with regard to this issue: As one Sage, Rabbi Ḥanina, who rules that a bill of divorce must be given in the presence of three people, holds that

since a woman is also fit to bring the bill of divorce there is a concern that sometimes a woman will bring it, and those to whom the bill of divorce is delivered will rely upon her. They will not know that ordinarily an agent can testify in the presence of two people only because the agent himself joins with them. In this situation, as a woman cannot join the court, there is no court to receive the testimony and ratify the bill of divorce. Consequently, the Sages required the presence of three people in all cases.

⁹⁸ And the other Sage, Rabbi Yoḥanan, holds that with regard to a woman, people know that a woman cannot serve as a judge and they would not rely on her. Instead they would bring a third person, and therefore there is no need to enact a decree due to this case.

⁹⁹ The Gemara comments: It is taught in a baraita in accordance with the opinion of Rabbi Yoḥanan, who says that it is sufficient that the agent state his declaration before an additional two people: With regard to one who brings a bill of divorce from a country overseas, and gave it to the woman but did not say to her: It was written in my presence and it was signed in my presence, and she remarries, her second husband must divorce her, and the offspring of the second marriage is a mamzer. This is the statement of Rabbi Meir.

¹⁰⁰ And the Rabbis say: The offspring is not a mamzer. How should the agent act to remedy the situation? He should return, take the bill of divorce from her, and again give it to her in the presence of two witnesses, and he should say: It was written in my presence and it was signed in my presence. Although the dispute in this baraita is referring to a different issue, it mentions incidentally that the document must be transmitted in the presence of two people, not three.

¹⁰¹ After citing the baraita the Gemara asks: And Rabbi Meir, does he maintain that merely because the agent did not say: It was written in my presence and it was signed in my presence, the second husband must divorce her and the offspring is a mamzer? Is the halakha so strict that the divorce is invalidated even if the witness actually saw the writing and signing of the bill of divorce, and simply neglected to state the declaration?

¹⁰² The Gemara answers: Yes, as Rabbi Meir conforms to his own line of reasoning with regard to this issue. As Rav Hamnuna said in the name of Ulla: Rabbi Meir would say that in any case where one who deviates from the formula coined by the Sages with regard to bills of divorce, and the woman married despite this, the second husband must divorce the woman who married him on the basis of that bill of divorce, and the offspring is a mamzer.

¹⁰³ § The Gemara relates: Bar Haddaya sought to bring a bill of divorce from one country to another. He came before Rabbi Aḥai, who was appointed over bills of divorce in his location to ask him how to proceed. Rabbi Aḥai said to him: You are required to stand over each and every letter when the scribe writes the bill of divorce, to see that everything is performed in the correct manner. Bar Haddaya came before Rabbi Ami and Rabbi Asi to ask if this is required, and they said to him: You are not required to do this; rather, it is enough for you to be present and oversee in general that it is done in the proper manner.

¹⁰⁴ And if you would say: I will act stringently, in accordance with the opinion of Rabbi Aḥai, then you are casting aspersions on the earlier bills of divorce, i.e., bills of divorce written in previous generations, as the agents who delivered them did not examine them to this extent.

¹⁰⁵ The Gemara further relates: Rabba bar bar Ḥana brought a bill of divorce, half of which was written in his presence and half of which was not written in his presence. He came before Rabbi Elazar to clarify the halakha in this case. Rabbi Elazar said to him: Even if the scribe wrote only one line of it for her sake in the presence of the agent, he is no longer required to observe further, as it can be assumed that he wrote all of it for her sake. Rav Ashi said:

¹⁰⁶ Even if he heard the sound of the quill [kulmusa] and the sound of the scroll when the scribe was writing the bill of divorce for the sake of that woman, this is sufficient.

¹⁰⁷ It is taught in a baraita in accordance with the opinion of Rav Ashi: With regard to one who brings a bill of divorce from a country overseas, even if he was in the house but the scribe was in the loft writing the bill of divorce, or if he was in the loft and the scribe was in the house writing the bill of divorce, and even if he was entering and exiting the entire day the bill of divorce is valid and he can testify that it was written properly.

¹⁰⁸ The Gemara notes: If he was in the house and the scribe was in the loft, he does not see him at all. Rather, is it not correct to say that the baraita is speaking about a case where he heard the sound of the quill and the sound of the scroll? This is a proof which supports the statement of Rav Ashi.

¹⁰⁹ The Master said above, in the baraita: Even if he was entering and exiting the entire day, the bill of divorce is valid. The Gemara asks: Who is the one entering and exiting? If we say that this is referring to the agent, who is required to later testify about the bill of divorce, now that in the case where he was in the house and the scribe was in the loft, when the agent does not see the scribe at all and nevertheless you said that the bill of divorce is valid, is it necessary to say that it is valid when he was entering and exiting the place where the bill of divorce was written? Rather, perhaps this is referring to the scribe himself, i.e., he enters and exits all day and does not write the bill of divorce in one uninterrupted act. The Gemara asks: This halakha is obvious, as would we render the bill of divorce invalid merely because he was entering and exiting?

¹¹⁰ The Gemara answers: No, it is necessary to teach the halakha in a case where the scribe exited the house to go to the market and returned to continue writing the bill of divorce. Lest you say that perhaps while he was in the market another person found him and told him to write a bill of divorce on his behalf, and he is now writing a bill of divorce for the sake of a woman other than the one for which he was writing it at the outset, the baraita therefore teaches us that this possibility is disregarded and the bill of divorce is valid.

¹¹¹ § It was stated that the amora'im disagreed concerning the status of Babylonia with regard to the halakhot of bills of divorce: Rav says that Babylonia is considered to be like Eretz Yisrael with regard to bills of divorce, and Shmuel says that it is considered like outside of Eretz Yisrael.

¹¹² The Gemara suggests: Shall we say that Rav and Shmuel disagree with regard to this, that one Sage, Rav, holds that the reason an agent is required to say: It was written in my presence and it was signed in my presence, is because they are not experts in writing a bill of divorce for her sake, and these Babylonians are learned. And one Sage, Shmuel, holds that the reason is because there are no witnesses available to ratify it, and these Babylonians are also not frequently available.

¹¹³ The Gemara rejects this suggestion: And can you understand it that way? But it was already stated above that Rabba, who says that the concern is whether the document was written for her sake, is of the opinion that the reason is also in accordance with the opinion of Rava, who maintains that

witnesses are also required to ratify the bill of divorce. Therefore, even if Babylonians are knowledgeable about writing a bill of divorce for the woman's sake, Babylonia should be treated like anywhere else outside of Eretz Yisrael because witnesses are not readily available.

¹¹⁴ Rather, everyone agrees that we require witnesses to ratify it, and they disagree with regard to this: Rav holds that since there are central academies where people study, witnesses are frequently available to ratify bills of divorce. And Shmuel holds that those studying in the academies are preoccupied by their studies; therefore, they cannot be used as witnesses to confirm a bill of divorce, as they will not recognize peoples' signatures.

¹¹⁵ It was also stated that Rabbi Abba says that Rav Huna says: We made ourselves in Babylonia like Eretz Yisrael with regard to bills of divorce, from the time when Rav came to Babylonia.

¹¹⁶ Rabbi Yirmeya raises an objection from the mishna: Rabbi Yehuda says: From Rekem eastward is considered to be part of the overseas country, and Rekem itself is like east of Eretz Yisrael. From Ashkelon southward is outside of Eretz Yisrael, and Ashkelon itself is like south of Eretz Yisrael. From Akko northward is outside of Eretz Yisrael, and Akko itself is like north of Eretz Yisrael. Rabbi Yirmeya explains his objection: But Babylonia is situated north of Eretz Yisrael, as it is written with regard to the destruction that will come through Babylonia: "Then the Lord said to me: Out of the north the evil shall break forth" (Jeremiah 1:14).

¹¹⁷ And we further learned in the mishna that Rabbi Meir says: Akko is like Eretz Yisrael with regard to bills of divorce, and even Rabbi Meir said this only with regard to Akko, which is close to Eretz Yisrael. However, with regard to Babylonia, which is far from Eretz Yisrael, no, he did not dispute the ruling that it is not considered part of Eretz Yisrael. The Gemara explains: Rabbi Yirmeya raised the objection and he resolved it himself: This border of Eretz Yisrael was stated with the exception of Babylonia.

¹¹⁸ The Gemara inquires: Until where is Babylonia? In other words, what are the boundaries of Babylonia with regard to this issue? Rav Pappa says: Just as there is a dispute concerning the boundaries of Babylonia with regard to lineage (Kiddushin 72a), as Babylonian Jews were considered to have a more prestigious lineage than those of Eretz Yisrael, so is there the same dispute with regard to bills of divorce. And Rav Yosef says: The dispute that is stated there applies only to lineage. However, with regard to bills of divorce, everyone agrees that the boundary of Babylonia is until the second arch of the bridge over the Euphrates River.

¹¹⁹ The Gemara relates: Rav H̥isda required even those who delivered bills of divorce from Akteisfon to Bei Ardeshir to say: It was written in my presence and it was signed in my presence. But for bills of divorce brought from Bei Ardeshir to Akteisfon he did not require this declaration. The Gemara asks: Shall we say that he holds that the reason an agent is required to say that it was written and it was signed in his presence, is because they are not experts in writing a bill of divorce for her sake, and these residents of Bei Ardeshir are learned in this matter?

¹²⁰ The Gemara asks: And can you understand it that way? But Rabba is of the opinion that the reason is also in accordance with the opinion of Rava, that it is necessary to ratify a bill of divorce. Rather, everyone agrees that we require the presence of two witnesses to ratify the document, and with regard to these residents of Bei Ardeshir, since they go to the market there, in Akteisfon, these residents of Akteisfon recognize the signatures of these inhabitants of Bei Ardeshir.

¹²¹ But these residents of Bei Ardeshir do not recognize the signatures of these residents of Akteisfon. What is the reason for this? They are preoccupied by their market business, as they are buying and selling their merchandise, and therefore they are not familiar with the signatures of the residents of Akteisfon.

¹²² § The Gemara relates that Rabba bar Avuh would require that an agent state the declaration even when transmitting a bill of divorce from one side of the public domain to the other side [me'arsa le'arsa]. Rav Sheshet required that an agent state the declaration even when transmitting a bill of divorce from one group of houses to another group of houses on the same side of the public domain. And Rava required that an agent state the declaration even when transmitting a bill of divorce within the same group of houses.

¹²³ The Gemara asks: But Rava is the one who said that the reason an agent must state the declaration is because there are no witnesses available to ratify it, so why would he require the declaration even when transmitting a bill of divorce within the same group of houses? The Gemara explains: Rava issued this decree only with regard to his city of Meḥoza. The reason is that the residents of Meḥoza are different, as they are constantly mobile, and do not stay in one place. Therefore, it is possible that the witnesses who were present when the bill of divorce was written have already moved elsewhere.

¹²⁴ Rav Ḥanin relates: Rav Kahana brought a bill of divorce, and I do not know if he brought it from Sura to Neharde'a or if he brought it from Neharde'a to Sura. He came before Rav and said to him: Am I required to say: It was written in my presence and it was signed in my presence, or am I not required to state this declaration? Rav said to him: You are not required to do so.

¹²⁵ But if you do this then you provide benefit. The Gemara asks: What is the meaning of the expression: If you do this you provide benefit? This means that if the husband comes to contest the validity of the bill of divorce, we pay no attention to him and his claim.

¹²⁶ As it is taught in the Tosefta (1:3): An incident occurred involving a man who brought a bill of divorce before Rabbi Yishmael, and said to him: Am I required to say: It was written in my presence and it was signed in my presence, or am I not required to state that declaration? Rabbi Yishmael said to him: My son, where are you from? He said to Rabbi Yishmael: My teacher, I am from the village of Sisai. Rabbi Yishmael said to him: You are required to say: It was written in my presence and it was signed in my presence, so that you will not cause the woman to need to find witnesses if the husband contests its validity.

¹²⁷ After that man left, Rabbi Elai entered before Rabbi Yishmael and said to him: My teacher, but isn't the village of Sisai located within the boundary of Eretz Yisrael, and it is even closer to Tzipori, which is within the main portion of Eretz Yisrael, more so than Akko. And we learned in the mishna that Rabbi Meir says: Akko is like Eretz Yisrael with regard to bills of divorce. And even the Rabbis disagree with Rabbi Meir only with regard to Akko, which is distant. However, with regard to the village of Sisai, which is close, no, they do not dispute the ruling of Rabbi Meir.

¹²⁸ Rabbi Yishmael said to Rabbi Elai: Be silent my son, be silent. Since the matter of her divorce was issued as permitted, it was issued, and her divorce is valid. This incident proves that the declaration: It was written in my presence and it was signed in my presence, is effective to the extent that the divorce is considered to have been performed in an entirely permitted manner, and the husband cannot contest its validity at a later stage.

¹²⁹ The Gemara asks: Why was it necessary for Rabbi Yishmael to explain the meaning of his ruling to Rabbi Elai? But after all, when he issued his ruling Rabbi Yishmael also stated his reason, as he said to the man: Do this so that you will not cause the woman to need to find witnesses. The Gemara answers: Those who were present did not conclude Rabbi Yishmael's statement before Rabbi Elai. Rabbi Elai was unaware of Rabbi Yishmael's reasoning, and therefore he questioned him.

¹³⁰ § The Gemara relates that Rabbi Evyatar sent a letter from Eretz Yisrael to Babylonia to Rav Hisda in which he wrote the following: With regard to bills of divorce that come from there, Babylonia, to here, Eretz Yisrael, the agent is not required to say: It was written in my presence and it was signed in my presence. The Gemara asks: Shall we say that Rabbi Evyatar holds that the reason for the declaration: It was written in my presence and it was signed in my presence, is because they are not experts in writing a bill of divorce for her sake, and these residents of Babylonia are learned with regard to this issue?

¹³¹ The Gemara challenges: And can you understand it in this way? After all, Rabba is of the opinion that the reason is also in accordance with the opinion of Rava, that the declaration serves to ratify the bill of divorce. Rather, everyone agrees that we require the declaration to ratify the document. But since there are many people who ascend to Eretz Yisrael and descend from there to Babylonia, witnesses are frequently available, and there is no reason to be concerned about the ratification of the bill of divorce.

¹³² Rav Yosef said: Who will tell us that Rabbi Evyatar is a reliable authority? And furthermore, there is good reason to question his statement: He is the one who sent a letter to Rav Yehuda, and wrote: People who ascend from there, Babylonia, to here, Eretz Yisrael, fulfill by themselves the verse: "And they have given a boy for a prostitute, and sold a girl for wine, and have drunk" (Joel 4:3), i.e., these people abandon their families. And Rabbi Evyatar wrote him this verse without scoring, i.e., etching lines into, the parchment upon which he wrote the letter.

¹³³ And Rabbi Yitzhak says with regard to the writing of a verse from the Torah: One may write two words without scoring the parchment, but one may not write three words without scoring the parchment. Instead, one scores the parchment before writing the verse, as one does when writing a Torah scroll. This ensures that the writing will be done on a straight line, thereby rendering it more beautiful. And it was taught in a baraita: One may write three, but one may not write four. Since Rabbi Evyatar wrote more than three words from a verse without scoring the parchment, his halakhic rulings are evidently unreliable.

¹³⁴ Abaye said to him: Is that to say that anyone who does not know this halakha of Rabbi Yitzhak is not a great man? Granted, with regard to a matter that depends on reasoning, it is well, as it is possible to say that an individual who does not know a halakha that can be inferred by logical reasoning cannot be considered a reliable authority. However, this halakha is a tradition, and it is possible that Rabbi Evyatar simply did not hear this tradition.

¹³⁵ And furthermore, Rabbi Evyatar is the one that his Master, the Holy One, Blessed be He, agreed with in his interpretation of a verse, as it is written with regard to the episode involving the concubine in Gibeah: "And his concubine went away from him" (Judges 19:2). The Sages discussed what occurred that caused her husband to become so angry with her that she left him, and Rabbi Evyatar says: He found her responsible for a fly in the food that she prepared for him, while Rabbi Yonatan says: He found her responsible for a hair [nima].

¹³⁶ And Rabbi Eyyatar found Elijah the prophet and said to him: What is the Holy One, Blessed be He, doing now? Elijah said to him: He is currently engaged in studying the episode of the concubine in Gibeah. Rabbi Eyyatar asked him: And what is He saying about it? Elijah said to him that God is saying the following: Eyyatar, My son, says this and Yonatan, My son, says that. It is seen here that God saw fit to cite the statement of Rabbi Eyyatar.

¹³⁷ Rabbi Eyyatar said to him: God forbid, is there uncertainty before Heaven? Doesn't God know what happened? Why does He mention both opinions? Elijah said to him: Both these and those are the words of the living God, i.e., both incidents happened. The incident occurred in the following manner: He found a fly in his food and did not take umbrage, and later he found a hair and took umbrage.

¹³⁸ Rav Yehuda says a different explanation: The man found a fly in the dish that she cooked for him, and he found a hair in that place, i.e., in her genital area. When he found a fly it produced a reaction of disgust, and he did not grow angry with her, but the hair was a matter of danger, as he might be hurt by it, and therefore he became angry with her. There are those who say: This and that were found in a dish. The difference is that the fly was a result of circumstances beyond her control, as it fell into the dish on its own, but the hair was found in the dish due to her negligence.

¹³⁹ Rav H̥isda says: A person should never impose excessive fear upon the members of his household, as the husband of the concubine of Gibeah imposed excessive fear upon her and this ultimately caused the downfall of many tens of thousands of Jews in the resulting war (see Judges 19–20).

¹⁴⁰ Rav Yehuda says that Rav says: Anyone who imposes excessive fear upon the members of his household will ultimately come to commit three sins: Engaging in forbidden sexual intercourse, as the wife will be so fearful of her husband that she will sometimes tell him that she has immersed in a ritual bath after her menstruation has ended when she has not done so; and he will also end up committing bloodshed, as she is likely to run away from him and expose herself to dangers; and desecration of Shabbat, as she will cook for him on Shabbat because she is scared that he will be angry with her for neglecting to do so beforehand.

¹⁴¹ Rabba bar bar H̥ana said a halakha with regard to this statement that the Sages said: There are three matters a person must say in his home on Shabbat eve at nightfall. He should ask the members of his household: Have you tithed the produce that required tithing? Have you placed the eiruv for joining the courtyards? If you have already done so, light the lamp in honor of Shabbat. Rabba bar bar H̥ana said that one must

¹⁴² say them with calmness so that they will accept instruction from him. Rav Ashi said: I did not hear this statement of Rabba bar bar H̥ana, and yet I fulfilled it through my own reasoning.

¹⁴³ Rabbi Abbahu says: A person should never impose excessive fear upon the members of his household, as a great man imposed excessive fear upon his household and they fed him something that carried a great prohibition.

¹⁴⁴ The Gemara asks: And who was this individual? The Gemara answers: Rabbi H̥anina ben Gamliel. The Gemara asks: Would it enter your mind to say that they actually fed him forbidden food? Now consider that the Holy One, Blessed be He, does not cause an error to be performed

through the animals of the righteous. With regard to the righteous themselves is it not all the more so? How can you say that Rabbi Ḥanina ben Gamliel ate forbidden food?

¹⁴⁵ Rather, it means that they sought to feed him something that carried a great prohibition. And what was this? A limb from a living animal. One day the animal they brought him was missing a limb, and as the members of his household were very fearful they severed a limb from a living animal to make his meal appear whole, and he almost ate it.

¹⁴⁶ § After mentioning letters sent from Eretz Yisrael to Babylonia and the issue of scoring parchment, the Gemara relates: Mar Ukva, the Exilarch in Babylonia, sent a letter to Rabbi Elazar, who was in Eretz Yisrael, in which the following was written: With regard to people who stand over and torment me, and I have the power to deliver them into the hands of the government, what is the halakha? May I hand them over to the authorities or not?

¹⁴⁷ Rabbi Elazar scored parchment and wrote to him the following verse: “I said: I will take heed to my ways, that I do not sin with my tongue; I will keep a curb upon my mouth, while the wicked is before me” (Psalms 39:2). Rabbi Elazar quoted this verse to allude to the following response: Even though “the wicked is before me,” “I will keep a curb upon my mouth.”

¹⁴⁸ Mar Ukva sent word to him again: They are tormenting me a great deal and I cannot stand them. Rabbi Elazar sent to him in response: “Resign yourself to the Lord, and wait patiently [hiṭholel] for Him; do not fret yourself because of he who prospers in his way, because of the man who brings wicked devices to pass” (Psalms 37:7). This verse indicates: “Resign yourself to the Lord,” i.e., do not do anything, and He will strike them down as many corpses [ḥalalim]. Rise before and stay later than them in your visits to the study hall, and they will disappear on their own. The Gemara relates: The matter emerged from the mouth of Rabbi Elazar, and Geneiva, Mar Ukva’s tormentor, was placed in a neck iron [kolar], as one sentenced by the government.

¹⁴⁹ The Gemara further relates: They sent the following question to Mar Ukva: From where do we derive that song is forbidden in the present, following the destruction of the Temple? He scored parchment and wrote to them: “Rejoice not, O Israel, to exultation, like the peoples” (Hosea 9:1).

¹⁵⁰ The Gemara asks: And let him send them a response from here: “They do not drink wine with a song; strong drink is bitter to them who drink it” (Isaiah 24:9), indicating that song is no longer allowed. The Gemara answers: If he had answered by citing that verse, I would say that this matter applies only to instrumental music, in accordance with the previous verse: “The mirth of tabrets ceases, the noise of them who rejoice ends, the joy of the harp ceases” (Isaiah 24:8); however, vocal song is permitted. Therefore, Mar Ukva teaches us that all types of song are forbidden.

¹⁵¹ In connection to the incident in which Mar Ukva was instructed not to take revenge against his tormentors, the Gemara relates similar discussions. Rav Huna bar Natan said to Rav Ashi: What is the meaning of that which is written: “Kina, and Dimonah, and Adadah” (Joshua 15:22)? He said to him: The verse is listing the cities of Eretz Yisrael.

¹⁵² Rav Huna said to him: Is that to say that you think I don’t know that the verse is listing the cities of Eretz Yisrael? This is certainly the straightforward meaning of the verse. Rather, Rav Geviha from Argiza said an explanation of this verse, suggesting that it is an allusion to the following idea: Anyone who harbors jealousy [kina] toward another, and yet remains silent [domem], He who dwells for all eternity [adei ad] performs judgment on his behalf.

¹⁵³ Rav Ashi said to him: If that is so, you should also expound the verse: “Ziklag, and Madmannah, and Sansannah” (Joshua 15:31), in a similar manner. Rav Huna said to him: If Rav Geviha from Bei Argiza was here, he would say an explanation for it. The Gemara relates: Rav Aḥa from Bei Ḥoza’a said this about that verse: Anyone who has a complaint against another over a sip [tza’akat legima], i.e., he has a claim that someone did not give him food, and remains silent [domem], the One who dwells in the burning bush [seneh] performs judgment on his behalf.

¹⁵⁴ The Exilarch said to Rav Huna: From where do we derive that it is prohibited to place a garland on a groom’s head? Rav Huna said to him: It is prohibited by rabbinic law, as we learned in a mishna (Sota 49a): In the war [pulmus] of Vespasian they decreed upon the garlands of bridegrooms, meaning that bridegrooms may no longer wear garlands, and they decreed upon the drum [irus], meaning they also banned the playing of drums.

¹⁵⁵ In the meantime Rav Huna stood to relieve himself, and after he left, Rav Ḥisda, who had not spoken up to that point out of reverence for his teacher, Rav Huna, said to the Exilarch: A verse is written with regard to this matter: “Thus says the Lord God: The mitre shall be removed, and the garland taken off; this shall no more be the same; that which is low shall be exalted, and that which is high abased” (Ezekiel 21:31).

¹⁵⁶ But in what way is a mitre connected to a garland? These two are not placed on the head of the same type of person. Rather, this verse serves to say to you: When the mitre is found on the head of the High Priest, i.e., when the Temple is standing, then a garland may be found on the head of every man at his wedding. However, once the mitre is removed from the head of the High Priest, the garland is removed from the head of every man.

¹⁵⁷ In the meantime, Rav Huna came back and he found them sitting and discussing this matter. He said to Rav Ḥisda in the form of an oath: By God! This prohibition applies by rabbinic law. However, your name is Ḥisda and your words find favor [ḥisda’in], as you have discovered a fine source for this halakha.

¹⁵⁸ The Gemara relates: Ravina found Mar bar Rav Ashi braiding a garland for his daughter upon her marriage. He said to him: Doesn’t the Master hold in accordance with the aforementioned halakha derived from the verse: “The mitre shall be removed and the garland taken off”? He said to him: This prohibition was stated in reference to one who is similar to a High Priest, and is only applicable with regard to men. However, with regard to women, the Sages did not issue this decree.

¹⁵⁹ With regard to the above verse, the Gemara asks: What is the meaning of the expression: “This shall no more be the same”? Rabbi Avira interpreted this verse homiletically. Sometimes he would say it in the name of Rav Ami, and sometimes he would say it in the name of Rav Asi: When the Holy One, Blessed be He, said to the Jewish people at the time of the destruction of the Temple: “Remove the mitre and take off the garland,” the ministering angels said before the Holy One, Blessed be He: Master of the Universe, is this the appropriate treatment for the Jewish people, who, at the giving of the Torah at Sinai, preceded the statement of: “We will do” to the statement: “We will hear” (Exodus 24:7)?

¹⁶⁰ God said to them: Is this not appropriate for the Jewish people, who lowered the exalted and who exalted the lowly, i.e., they did not serve God, and instead worshiped idols when they established an idol in the Sanctuary? This response is alluded to in the verse: “This shall no more be the same.”

¹⁶¹ The Gemara cites another statement by the same Sages. Rav Avira interpreted a verse homiletically. Sometimes he would say it in the name of Rav Ami, and sometimes he would say it in the name of Rav Asi: What is the meaning of that which is written: “Thus says the Lord: Though they be in full strength [shelemim], and likewise many, even so shall they be cut down, and he shall pass away; and though I have afflicted you, I will afflict you no more” (Nahum 1:12). This means: If a person sees that his sustenance is limited he should use it for charity, and all the more so when it is plentiful. In other words, if his livelihood has finished [nishlam] he should perform charity, and he should certainly act in this manner if his means are plentiful.

¹⁶² The Gemara asks: What is the meaning of the phrase: “Even so shall they be cut down [nagozzu], and he shall pass away”? A Sage from the school of Rabbi Yishmael taught: Anyone who shears off [gozez] some of his property and performs charity with it will be saved from the judgment of Gehenna. The Gemara offers a parable that compares this case to two sheep that were passing through the water. One of them was shorn and the other one was unshorn. The shorn sheep crossed to the other side, but the unshorn sheep did not cross, as its wool absorbed the water and it drowned. Similarly, one who shears off his property and gives it as charity will not descend to Gehenna.

¹⁶³ The Gemara addresses the continuation of the verse: “And though I have afflicted you [ve’innitikh]” (Nahum 1:12). Mar Zutra says: This means that even a poor person [ani] who is sustained from charity must also perform charity. With regard to the expression: “And I will afflict you [a’aneikh] no more,” Rav Yosef teaches: This means that if he gives charity to others, God will no longer show him signs of poverty [aniyyut].

¹⁶⁴ § The mishna teaches that Rabbi Yehuda says: From Rekem and eastward is considered to be a country overseas, from Akko and northward is also outside of Eretz Yisrael, and Akko itself is like north of Eretz Yisrael. The Gemara asks: Is this to say that Akko is located to the north of Eretz Yisrael? And the Gemara raises a contradiction from a baraita (Tosefta, Oholot 18:14) that indicates that Akko is not on the northern border of Eretz Yisrael: If one was traveling from Akko to Keziv, the area on his right, to the east of the road, is impure due to the impurity of the land of the nations, and that area is exempt from the obligation to separate tithe from its produce and from the mitzvot of the Sabbatical Year, as it is assumed to be outside of Eretz Yisrael, until he arrives at a place where it is known to you that it is obligated.

¹⁶⁵ The baraita continues: Conversely, the territory on his left, to the west of the road, is pure with regard to the impurity of the land of the nations, as it is assumed to be within Eretz Yisrael, and obligated in the mitzva to separate tithe from its produce and in the mitzvot of the Sabbatical Year, until he arrives at a place where it is known to you that it is exempt. Until where does this halakha apply? Until Keziv. Rabbi Yishmael, son of Rabbi Yosei, said in the name of his father: Until the place known as Lavlevu. In any case, this indicates that Akko is not considered the northern border of Eretz Yisrael, as the description in the baraita indicates that Keziv is further north than Akko.

¹⁶⁶ Abaye said: A strip extends northward from Akko, which is still considered part of Eretz Yisrael, but the general border is at the latitude of Akko. The Gemara asks: But would the tanna of the baraita provide a sign in this manner for an area of a strip of land? The Gemara answers: Yes, and a verse also provides a sign in this manner, as it is written: “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 of the highway that goes up from Bethel to Shechem, and on the south of Lebonah” (Judges 21:19). And Rav Pappa said:

The expression: “On the east side,” should be understood as meaning to the east of the highway. This verse demonstrates that an area as narrow as a road can be used as a sign.

¹⁶⁷ § The Gemara presents a contradiction between two baraitot. It was taught in one baraita: One who brings a bill of divorce that was written on a boat in Eretz Yisrael is considered to be like one who brings it in Eretz Yisrael, and therefore he is not required to say: It was written in my presence and it was signed in my presence. And it is taught in another baraita (Tosefta 1:1) that one who brings a bill of divorce written on a boat in Eretz Yisrael is like one who brings a bill of divorce outside of Eretz Yisrael.

¹⁶⁸ Rabbi Yirmeya says: This is not difficult, as one can say that this baraita is in accordance with the opinion of Rabbi Yehuda, and that baraita is in accordance with the opinion of the Rabbis. As we learned in a mishna (Halla 2:2): With regard to soil from outside of Eretz Yisrael that is brought on a boat to Eretz Yisrael, anything that grew in that soil is obligated in tithe and in the mitzvot of the Sabbatical Year. According to this opinion, soil is considered part of Eretz Yisrael once it arrives there, which means that the plants growing in it are considered to be in Eretz Yisrael.

¹⁶⁹ Rabbi Yehuda said: When did the Sages say this ruling? When the boat is skimming [gosheshet] the sea floor, as it is weighed down in the water. However, when the boat is not skimming the sea floor, the soil is exempt. The Sage who maintains that the boat is considered to be like Eretz Yisrael with regard to a bill of divorce holds in accordance with the Rabbis of this mishna, and the one who maintains that the boat is not like Eretz Yisrael for the purposes of a bill of divorce holds in accordance with the opinion of Rabbi Yehuda.

¹⁷⁰ Abaye said: It is possible to say that both this baraita and that baraita are in accordance with the opinion of Rabbi Yehuda, and it is not difficult: Here, the baraita where the soil is considered outside of Eretz Yisrael, deals with a situation when the boat is not skimming the sea floor; and there, in the baraita that states that the soil is considered to be like Eretz Yisrael, it is referring to a case when the boat is skimming the sea floor.

¹⁷¹ Rabbi Zeira says: In the case of a perforated pot that is resting on pegs, if something grew in it, we have arrived at the dispute of Rabbi Yehuda and the Rabbis concerning the soil on the boat. Just as the Rabbis maintain that the soil is considered attached to Eretz Yisrael even if the boat does not actually touch the sea floor, the same applies to a perforated flowerpot on pegs, whereas Rabbi Yehuda holds that in both cases the soil must actually be in contact with the earth for it to be considered part of Eretz Yisrael.

¹⁷² Rava said, in rejection of this claim: Perhaps that is not so, as Rabbi Yehuda says his opinion only there, with regard to a boat,

¹⁷³ which is made to move, i.e., it is not set in one place. Consequently, one can argue that the soil in the boat is not considered attached to the ground. However, with regard to a flowerpot, which is not made to move, as ordinarily a flowerpot remains in one place, no, one cannot reasonably claim that the fixed soil in it is not part of the ground, even when the pot itself is not touching the ground.

¹⁷⁴ Alternatively, one can say the opposite: Perhaps the Rabbis state their opinion, that the soil in the boat is considered to be like the land itself, only there, in the case of a boat, where there is no barrier of airspace between the soil in the boat and the land below, as water is considered to be like solid earth. Therefore, the soil in the boat is viewed as connected to the earth, and has the status of Eretz

Yisrael. But in the case of a perforated pot, where there is a barrier of airspace, no, the soil is not connected to the ground.

¹⁷⁵ Rav Naḥman bar Yitzḥak said: With regard to the rivers that are in Eretz Yisrael on which a boat is sailing, everyone agrees that a bill of divorce written on that boat is considered to be written in Eretz Yisrael. However, when they disagree it is with regard to the Great Sea, i.e., the Mediterranean Sea. In other words, is a boat located in the Mediterranean Sea considered to be in Eretz Yisrael or not?

¹⁷⁶ As it is taught in the Tosefta (Terumot 2:12): What is Eretz Yisrael and what is outside of Eretz Yisrael? Any slope that descends at an angle from Turei Amnon in Syria and inward toward Eretz Yisrael is part of Eretz Yisrael. From Turei Amnon and outward, northward, is considered outside of Eretz Yisrael. With regard to the islands [nissin] that are in the sea, one views them as though a string were pulled taut over them from Turei Amnon in the north to the River of Egypt, Wadi el-Arish, in the south. From the string and inward, i.e., east, is Eretz Yisrael; from the string and outward, west, is considered outside of Eretz Yisrael. This is the opinion of the Rabbis.

¹⁷⁷ Rabbi Yehuda says: Any place that is directly across from Eretz Yisrael, including the sea itself, is considered part of Eretz Yisrael, as it is stated: “And for the western border, you shall have the Great Sea for a border, this shall be your west border” (Numbers 34:6). According to this opinion, the entire territory directly across from Eretz Yisrael is considered part of Eretz Yisrael.

¹⁷⁸ And with regard to the islands that are on the sides, which do not exactly line up on the north or the south, one views them as though a string were pulled taut over them in the north from Kefalorya, west of Turei Amnon, to the Atlantic Ocean, and in the south from the River of Egypt westward until the Atlantic Ocean. Those islands that lie from the string and inward are part of Eretz Yisrael, whereas those from the string and outward are outside of Eretz Yisrael.

¹⁷⁹ The Gemara asks: And the Rabbis, what do they do with this verse: “And for the border”? Rabbi Yehuda’s opinion that the border of Eretz Yisrael extends into the sea is apparently supported by this verse. The Gemara answers: They require it to teach that the islands themselves are considered to be within Eretz Yisrael. And Rabbi Yehuda would respond that an additional verse is not required to teach the halakha concerning the islands, as it is clear that they are part of Eretz Yisrael.

¹⁸⁰ § The mishna teaches that Rabbi Meir says: Akko is like Eretz Yisrael with regard to bills of divorce. The Sages raised a dilemma before Rabbi Ḥiyya bar Abba: One who sells his slave to a master in Syria, is he considered like one who sells his slave outside of Eretz Yisrael, in which case the seller is penalized by the emancipation of his slave, or not?

¹⁸¹ Rabbi Ḥiyya bar Abba said to them: You learned a resolution for this dilemma from the mishna: Rabbi Meir says that Akko is like Eretz Yisrael with regard to bills of divorce, from which it may be inferred: With regard to bills of divorce, yes, but with regard to slaves, no, it is not considered part of Eretz Yisrael, and all the more so Syria, which is far more distant than Akko from the main areas of Eretz Yisrael. Therefore, this owner has sold his slave outside of Eretz Yisrael.

¹⁸² Having mentioned the status of Syria, the Gemara cites a related halakha. The Sages taught (Tosefta, Kelim 1:5): In three ways Syria is equal to Eretz Yisrael, and in three ways it is similar to outside of Eretz Yisrael. The Gemara inserts a mnemonic device for the ways in which Syria is different than Eretz Yisrael and is similar to Eretz Yisrael: Ayin beit, beit reish, reish kuf. Syria has

the status of land that is outside of Eretz Yisrael in the following respects: First, its soil is ritually impure like that of land outside of Eretz Yisrael. And the second is that one who sells his slave to a master in Syria is like one who sells him to a master outside of Eretz Yisrael, and the second master is obligated to emancipate the slave. And third, one who brings a bill of divorce from Syria is like one who brings it from outside of Eretz Yisrael, in that he must say: It was written in my presence and it was signed in my presence.

¹⁸³ And in three ways Syria is similar to Eretz Yisrael: Its produce is obligated in tithe and in the mitzvot of the Sabbatical Year like Eretz Yisrael. And one who wishes to enter it while remaining in a state of ritual purity may so enter, as though it were part of Eretz Yisrael. And one who acquires a field in Syria

¹⁸⁴ is like one who purchases a field in the outskirts [parvarei] of Jerusalem. The Gemara clarifies: The tanna who says Syria is obligated in tithe and the mitzvot of the Sabbatical Year like Eretz Yisrael holds that the conquest of an individual is called a conquest. Once Syria was conquered by King David, who is considered an individual in this regard, the sanctity of Eretz Yisrael applied to it and its residents became obligated in the mitzvot of Eretz Yisrael.

¹⁸⁵ The baraita teaches: And one who wishes to enter it and remain in a state of ritual purity may so enter. The Gemara asks: But didn't you say that its soil is ritually impure? How then is it possible for one to enter it in a state of ritual purity? The Gemara answers: The baraita means that one enters it in a chest, a box, or a cabinet. In this case he remains pure, as he did not come into contact with the ground itself.

¹⁸⁶ As it is taught in a baraita: With regard to one who enters the land of the nations, i.e., any territory outside of Eretz Yisrael, in a chest, a box, or a cabinet, Rabbi Yehuda HaNasi deems him ritually impure, and Rabbi Yosei, son of Rabbi Yehuda, deems him pure. And even Rabbi Yehuda HaNasi deems one who did not touch the ground itself impure only in the land of the nations, concerning which they decreed impurity upon both its clumps of soil and upon its air. However, with regard to Syria, everyone agrees that they decreed impurity upon its clumps of soil, but they did not decree impurity upon its air. Therefore, it is possible to enter Syria and remain in a state of ritual purity if one does not touch the ground itself.

¹⁸⁷ The baraita further teaches: And one who purchases a field in Syria is like one who purchases a field in the outskirts of Jerusalem. The Gemara asks: With regard to which halakha was this stated? What practical ruling is taught by this statement? Rav Sheshet says: This serves to say that one writes a bill of sale [ono] for this purchase, and one may write a bill of sale even on Shabbat.

¹⁸⁸ The Gemara asks: Can it enter your mind that one may write this bill of sale on Shabbat? Writing on Shabbat is a prohibited labor for which one is liable to receive court-imposed capital punishment. The Gemara explains: This is as Rava says with regard to a similar issue, that one tells a gentile that he should do it, and he does so. Here too, it is referring to a situation where one tells a gentile that he should write a bill of sale, and he does so. And even though the halakha generally is that telling a gentile to perform an action that is prohibited for a Jew on Shabbat violates a rabbinic decree, since the Sages prohibited instructing a gentile to perform prohibited labor on behalf of a Jew on Shabbat, here the Sages did not impose this decree, due to the mitzva of settling Eretz Yisrael.

¹⁸⁹ § The Sages taught: With regard to a slave who brought his bill of manumission to a court, and it is written in it: You and my property are transferred to you, he acquires himself via this document,

and he is emancipated. However, he does not acquire the property unless the document is confirmed in court through its witnesses, like other documents.

¹⁹⁰ A dilemma was raised before the Sages: If the bill of manumission stated: All of my property is transferred to you, what is the halakha? Abaye said: Since he acquired himself as a freeman, as he is included in the property mentioned in the document, he acquires the rest of the property as well.

¹⁹¹ Rava said to Abaye: Granted, he should acquire himself, just as it is in the case of a bill of divorce of a woman, who is divorced when she brings the document herself. However, he should not acquire the property, just as it is in the case of the ratification of typical legal documents. If someone brings a typical document that deals with monetary matters that has not been ratified, the court will not rely on that document. So too here, as the bill of manumission, which includes a transfer of property, has not been ratified, he should not acquire the property.

¹⁹² After hearing Rava's objection, Abaye then said the opposite: Since he did not acquire the property, he does not acquire himself either. Rava said to him: Granted, he does not acquire the property, just as it is in the case of the ratification of typical legal documents; however, he should acquire himself, just as it is in the case of a bill of divorce of a woman, who can bring her own bill of divorce and testify about it.

¹⁹³ Rather, Rava says: With regard to both this and that, both in the case when the bill of manumission states: You and my property, and when it says: All of my property, he acquires himself but he does not acquire the property. Rav Adda bar Mattana said to Rava: In accordance with whose opinion do you say this? In accordance with the opinion of Rabbi Shimon, who said that we divide the statement. In other words, even if there is only one document or a single testimony, containing one general statement, it can be divided so that the court accepts it in part and rejects the rest.

¹⁹⁴ As we learned in a mishna (Pe'a 3:8): One who writes, i.e., gives via a document, all of his property to his slave, the slave has been emancipated, but if he reserved for himself even any amount of land, then he has not been emancipated, as perhaps he reserved the slave for himself as well. Rabbi Shimon says:

¹⁹⁵ He always becomes a freeman regardless of the wording of the document, even if the owner reserved land for himself, unless it says in the document: All of my property is given to so-and-so my slave, except for one ten-thousandth of it, as in that case it is possible that the master meant to include the slave in the portion that he is not giving. Consequently, the slave is not emancipated. In any case, according to the opinion of Rabbi Shimon, when the document states: All my property, a distinction is drawn between the emancipated slave and the property, as claimed by Rava.

¹⁹⁶ The Gemara asks: But didn't Rav Yosef bar Minyumi say that Rav Nahman said: Even though Rabbi Yosei praised the ruling of Rabbi Shimon with regard to this issue, the halakha is in accordance with the opinion of Rabbi Meir, the first tanna in that mishna. The Gemara elaborates how Rabbi Yosei bestowed praise. As it is taught in the Tosefta (Pe'a 1:13): When these matters were said by the Sages before Rabbi Yosei, he recited this verse about him: "He kisses the lips that give the right answer" (Proverbs 24:26). Despite this praise, the halakha is not in accordance with the opinion of Rabbi Shimon.

¹⁹⁷ With regard to Rav Adda bar Mattana's proof, the Gemara asks: And did Rav Nahman actually say this, that we do not divide the statement? But didn't Rav Yosef bar Minyumi say that Rav

Nahman said: With regard to a person on his deathbed who wrote all of his property to his slave, and afterward he recuperated and arose from his illness, he can retract his transfer of property with regard to the gift of the property to the slave, but he cannot retract his transfer with regard to the emancipation of the slave.

¹⁹⁸ The Gemara clarifies: He can retract the transfer of the property, as it is the gift of a person on his deathbed. By rabbinic decree, no formal act of acquisition is required for a gift of this kind, as it was given based on the assumption that the owner is about to die. If he does survive, the gift is canceled. But he cannot retract the transfer with regard to the emancipation of the slave, as it has been publicized about the slave that he has the status of a freeman. This shows that Rav Nahman accepts the principle that we divide the statement, as one portion of this document is accepted while the other part is rejected.

¹⁹⁹ Rather, Rav Ashi said: There, where Rav Nahman ruled in accordance with the opinion of Rabbi Meir, he did not do so because he holds that we do not divide the statement, as this is not the issue in dispute. Instead, this is the reason: Because it is not a document that fully severs the ownership of the slave. A bill of manumission must fully sever the bond between slave and master. Since the master left over some property, which may include the slave, for himself, the bill of manumission does not fully sever their relationship. However, with regard to the basic issue of whether or not we divide a single statement, Rav Nahman agrees with Rava that we do divide a statement.

²⁰⁰ § The mishna teaches that if there are those who contest a bill of divorce that was brought within Eretz Yisrael, where it is not necessary to state the declaration: It was written in my presence and it was signed in my presence, it should be ratified through its signatories. The Gemara asks: How many people raise this contestation? If we say that this contestation is by one person, who claims that the bill of divorce is a forgery, but didn't Rabbi Yoḥanan say: Everyone agrees that a contestation to a document may be brought by no fewer than two people?

²⁰¹ But rather, you will say that the contestation involves two people claiming that the bill of divorce is a forgery, who are subsequently countered by two others who ratify it. If so, they are two and two. What did you see that you relied on these witnesses? Rely instead on these. Why does the court accept the testimony of the witnesses who ratify the bill of divorce rather than those who contest its validity? The Gemara therefore concludes that this is referring to a case in which one person contests, however, the contestation is raised by the husband himself, who claims that the bill of divorce is a forgery.

²⁰² MISHNA: With regard to one who brings a bill of divorce from a country overseas and is unable to say: It was written in my presence and it was signed in my presence, if the bill of divorce has witnesses signed on it, it should be ratified through its signatories. The witnesses themselves or someone who recognizes their signatures should ratify it, in the manner of typical documents.

²⁰³ Both bills of divorce and bills of manumission are the same with regard to the halakhot of delivering the document from Eretz Yisrael to a country overseas and with regard to bringing it from a country overseas to Eretz Yisrael, i.e., the agents for both types of documents must declare that it was written and signed in their presence, and their statement is accepted. And this is one of the ways in which the halakhot of bills of divorce are equal to the halakhot of bills of manumission.

²⁰⁴ GEMARA: The Gemara asks: What is the meaning of the statement: He is unable to say? If we say that this is referring to a deaf-mute, is a deaf-mute fit to bring a bill of divorce? But didn't we

learn in a mishna (23a): Anyone is fit to serve as an agent to bring a bill of divorce to a woman except for a deaf-mute, an imbecile, and a minor, all of whom may not be appointed as agents at all, as they are not intellectually competent according to halakha?

²⁰⁵ Rav Yosef said: With what are we dealing here? This is a case where the agent gave the bill of divorce to her when he was halakhically competent, but he did not manage to say: It was written in my presence and it was signed in my presence, before he became a deaf-mute. In other words, although at the time he was appointed he was fit to be appointed as an agent, he is currently unable to say anything.

²⁰⁶ § The mishna teaches that both bills of divorce and bills of manumission are the same in that the agent who brings them is required to say: It was written in my presence and it was signed in my presence. The Sages taught: In three ways the halakhot of bills of divorce are equal to the halakhot of bills of manumission: They are equal with regard to one who delivers and one who brings, i.e., if one takes a bill of divorce or a bill of manumission to a country overseas from Eretz Yisrael, or if he brings it from there, he is required to testify that it was written and signed in his presence. And any document that has a Samaritan witness signed on it is invalid, except for bills of divorce and bills of manumission, as Samaritan witnesses are permitted to serve as witnesses for these documents. And with regard to all documents

²⁰⁷ that are produced in gentile courts [arkaot], even though their signatories are gentiles, they are valid, except for bills of divorce and bills of manumission. These documents are not valid when prepared by gentiles. And according to the statement of Rabbi Meir, bills of divorce and manumission are equal in four ways, the three aforementioned halakhot and also with regard to a man who says: Give this bill of divorce to my wife, or: Give this bill of manumission to my slave. They are equal in that if he desires to retract his instruction with regard to both of these documents, before they have reached the woman or slave, he can retract. This is the statement of Rabbi Meir.

²⁰⁸ The Gemara asks: Granted, according to the opinion of the Rabbis, they state the number three to exclude this opinion of Rabbi Meir, by emphasizing that there are only three ways, not four. However, according to the opinion of Rabbi Meir, what does the number four serve to exclude? Wouldn't it have been enough to say that Rabbi Meir adds another case?

²⁰⁹ The Gemara answers: The Sages mention this number to exclude that which is taught in a baraita: With regard to witnesses who do not know how to sign, i.e., they do not know how to write their names, one tears blank paper for them, meaning that a stencil of their names is fashioned from blank paper and placed on the bill of divorce. And the witnesses fill in the gaps with ink so that their names appear on the document.

²¹⁰ Rabban Shimon ben Gamliel said: In what case is this statement said? It is said with regard to bills of divorce. However, with regard to bills of manumission and all other documents, if the witnesses know how to read and sign, they sign, and if not, they do not sign. Rabbi Meir agrees with the opinion of Rabban Shimon ben Gamliel that bills of divorce and bills of manumission are different with regard to this issue, and he mentioned the number to exclude the possibility that the halakha stated by the first tanna of this baraita applies to both types of documents.

²¹¹ With regard to Rabban Shimon ben Gamliel's statement, the Gemara asks: Reading, who mentioned anything about it? Why does Rabban Shimon ben Gamliel mention a need for the witnesses to be able to read when the discussion is about a witness who does not know how to sign?

The Gemara answers: The baraita is incomplete, and this is what it is teaching: If witnesses do not know how to read, then one reads in their presence and they sign. And if they do not know how to sign, then one tears paper for them and they sign. Once the baraita is emended, it is clear that Rabban Shimon ben Gamliel was responding to the statement of the previous tanna.

²¹² The Gemara asks: And is there nothing else that can be added to the list of ways in which bills of divorce and bills of manumission are equal? But isn't there a case taught in the mishna (13a): If a person on his deathbed says: Give this bill of divorce to my wife, or this bill of manumission to my slave, and he dies, they should not give the bill after his death. However, if he said: Give one hundred dinars to so-and-so, and he dies, they should give it after his death. Apparently, this is another halakha in which bills of divorce and bills of manumission share equal status.

²¹³ The Gemara answers: When the baraita teaches the ways in which bills of divorce and bills of manumission are equal, it is referring only to a matter that does not apply to typical documents and it does not teach any matter that is equally applicable to typical documents.

²¹⁴ The Gemara explains: As Ravin sent from Eretz Yisrael in the name of Rabbi Abbahu: You should know that Rabbi Elazar sent this teaching to the Diaspora, i.e., Babylonia, in the name of our teacher, Rabbi Yoḥanan: With regard to the case of a person on his deathbed who says: Write a deed of transfer and give with it one hundred dinars to so-and-so, and then dies before they had the opportunity to write the document, one does not write and give the document. Why not?

²¹⁵ The Gemara explains: Perhaps he resolved to transfer these one hundred dinars to him only with a deed of transfer, and a deed of transfer of property is not written after the death of the owner. This shows that other documents are also not written after one's death, which means that this halakha is not specific to bills of divorce and bills of manumission. Therefore, it is not listed among the ways in which these two documents are similar.

²¹⁶ The Gemara raises another difficulty: But isn't there the halakha that both bills of divorce and bills of manumission must be written for her sake, i.e., for the sake of the particular woman or slave to whom they are given? Why isn't this halakha included in the list?

²¹⁷ The Gemara comments: Granted, according to the opinion of Rabba, this is included in the statement: The two documents are similar with regard to the halakhot of delivering and bringing, as he maintains that this requirement to write the document for the sake of the recipient is the primary reason why the agents must state that it was written and signed in their presence. However, according to the opinion of Rava, who holds that the reason for this statement is to ratify the bill of divorce, this is difficult.

²¹⁸ And furthermore, both according to the opinion of Rabba and according to the opinion of Rava, there is the case of bills which were written and signed while they were attached to the ground, e.g., on a leaf attached to a tree, which invalidates both bills of divorce and bills of manumission. The Gemara explains: When the baraita teaches its list it is referring solely to issues that cause the documents to be rendered invalid by rabbinic law. It does not teach cases involving invalidation by Torah law. Since these two cases, i.e., documents not written for the recipient's sake or when they are attached to the ground, are not valid by Torah law, the baraita did not mention these cases.

²¹⁹ The Gemara challenges this response: But there is the example of documents written in gentile courts, which is an invalidation of documents that applies by Torah law, and yet the baraita teaches

this halakha. The Gemara answers: This is referring to a bill of divorce that was given with valid witnesses who observe the transmission of a legal document, and this is in accordance with the opinion of Rabbi Elazar, who says in a mishna (10b): Witnesses of the transmission of a bill of divorce effect the divorce. In his opinion, the effectiveness of the document depends on the witnesses who observe its transmission, not those who sign the bill of divorce. Consequently, a bill of divorce that was signed in a gentile court is rendered invalid by rabbinic law.

²²⁰ The Gemara raises a difficulty: But from the fact that it teaches in the latter clause of that mishna that Rabbi Shimon says: Even these, bills of divorce and bills of manumission, are valid, and Rabbi Zeira said: Rabbi Shimon accepted the opinion of Rabbi Elazar, who said that witnesses of the transmission of the bill of divorce effect the divorce, one can learn by inference that the first tanna does not hold in accordance with the opinion of Rabbi Elazar. Instead, he holds that the witnesses who sign effect a divorce. Yet even so, this tanna listed the cases where bills of divorce from gentile courts are invalidated, despite the fact that they are invalid by Torah law.

²²¹ The Gemara explains: It is possible that even the first tanna holds in accordance with the opinion of Rabbi Elazar that the witnesses who observe its transmission effect the divorce, and he does not dispute Rabbi Shimon on this point. Instead, the difference between the first tanna and Rabbi Shimon concerns a case where the signatures on the bill of divorce are unambiguous [muvhakin] gentile names. The first tanna holds that although a bill of divorce is valid if it was transmitted in the presence of valid witnesses, there is always a concern that it might have been transmitted in the presence of the same gentile witnesses who signed it. Therefore, it is rendered invalid by rabbinic law. Conversely, Rabbi Shimon holds that if it contained names that clearly belonged to gentiles it can be assumed that the bill of divorce was transmitted in the presence of two valid witnesses, and therefore it is valid.

²²² The Gemara raises another difficulty: But the halakha of retraction applies by Torah law, as according to the opinion of Rabbi Meir the husband can retract his instruction to give the bill of divorce and the master can retract his instruction to give the bill of manumission by Torah law, thereby canceling the agency. And yet the baraita teaches it among the ways in which bills of divorce are equal to bills of manumission. This indicates that the tanna does not distinguish between a case that applies by Torah law and one that applies by rabbinic law.

²²³ Rather, the Gemara retracts from the previous explanation in favor of the following: When the baraita teaches the ways in which the two are equal it teaches only a matter that does not apply with regard to the halakhot of betrothal; however, it does not teach a matter that does apply with regard to the halakhot of betrothal.

²²⁴ The Gemara challenges: But retraction itself is also applicable with regard to betrothal, as one who sent a betrothal document with an agent can retract it. The Gemara says: The halakha of agency in the case of betrothal is not the same as that of divorce, as there is a difference with regard to agency undertaken to enact a matter against the recipient's will. If one appointed an agent for a matter that the recipient does not want, e.g., to betroth a woman against her will or to free a slave against his will, as with regard to divorce, it is a valid agency, as a bill of divorce need not be given with the woman's consent, but with regard to betrothal it is not a valid agency, as a woman can be betrothed only with her consent.

²²⁵ MISHNA: Any document that has a Samaritan witness signed on it is invalid, except for bills of divorce and bills of manumission. An incident occurred in which they brought a bill of divorce before Rabban Gamliel in the village of Otnai, and its witnesses were Samaritan witnesses, and he deemed it valid.

²²⁶ GEMARA: The Gemara asks: Whose opinion is expressed in the mishna? It is not the opinion of the first tanna, nor that of Rabbi Elazar, nor that of Rabban Shimon ben Gamliel, cited in the following baraita.

²²⁷ As it is taught in a baraita (Tosefta, Pesahim 1:15): The matza of a Samaritan is permitted on Passover, as there is no concern that it might be leaven, and a person fulfills his obligation to eat matza on the first night of Passover with it. Rabbi Elazar prohibits the consumption of the matza of a Samaritan because the Samaritans are not well-versed in the details of mitzvot. Rabban Shimon ben Gamliel says: On the contrary, with regard to any mitzva that the Samaritans embraced and accepted, they are more exacting in its observance than are Jews.

²²⁸ The Gemara elaborates: Whose opinion is expressed in the mishna? If it is the opinion of the first tanna in the baraita, then even other documents should be valid when signed by Samaritan witnesses. By ruling that one can fulfill his obligation with Samaritan matza, this tanna apparently holds that the status of Samaritans is the same as that of Jews. If so, that should be their status with regard to their testimony on any document. If the opinion in the mishna is that of Rabbi Elazar, who expresses the concern that Samaritans are not well versed in the details of mitzvot, they should not be fit to sign even a bill of divorce.

²²⁹ And if the opinion in the mishna is that of Rabban Shimon ben Gamliel, the halakha should depend on the following consideration: If they embrace and accept the mitzva associated with the subject of the document, even with regard to other documents their testimony should be valid; if they do not embrace and accept the mitzva associated with the subject of the document, they should not be rendered fit to sign even a bill of divorce.

²³⁰ And if you would say that the opinion in the mishna is that of Rabban Shimon ben Gamliel, and the Samaritans embrace this mitzva of bills of divorce, but they do not embrace this mitzva associated with the subject of other documents, if so, why is a bill of divorce valid specifically in a case where only one Samaritan witness signed it? The same would hold true even if two Samaritan witnesses signed the bill of divorce as well. Why, then, does Rabbi Elazar say: The Sages deemed it valid only when there is just one Samaritan witness signed on the bill of divorce?

²³¹ The Gemara answers: Actually, the opinion expressed in the mishna is that of Rabbi Elazar, and as a rule, one may not rely on the testimony of a Samaritan on a document. And the mishna is referring to a case where a Jew signed the document last,

²³² as, if not for the fact that the Samaritan was one devoted to the meticulous observance of mitzvot [ḥaver], the Jew would not have allowed him to sign the document before him. Therefore, one may rely on this Samaritan in this particular case. The Gemara asks: If so, that the mishna is referring to that case, then even other documents should be valid as well, if a Jew signed after the Samaritan.

²³³ Rather, this is not the case with regard to other documents, as we say that the fact that the Jew signed last does not prove that this Samaritan was a ḥaver, as perhaps in signing last he was leaving space above his signature for one who was older than he is in deference to the elder, and instead, a

Samaritan came and signed the document. The Gemara asks: Here too, in the case of a bill of divorce, perhaps he was leaving space above his signature for one who was his elder. Why, then, are bills of divorce and bills of manumission valid while other documents are not?

²³⁴ Rav Pappa says: That is to say, in explanation of the difference between bills of divorce and manumission and other documents, that the witnesses of a bill of divorce and a bill of manumission may not sign one without the other; rather, each witness signs in the presence of the other. A Jew would be aware that a Samaritan was signing with him, and he would not sign unless he knew that the Samaritan was a valid witness. However, with regard to other documents, witnesses are not required to sign such documents in each other's presence. Therefore, the signature of the Jew indicates nothing about the fitness of the Samaritan witness.

²³⁵ The Gemara asks: What is the reason that the witnesses must sign a bill of divorce and a bill of manumission together? Rav Ashi says: It is a rabbinic decree issued due to a case where the husband says: All of you are witnesses on this bill of divorce. In that case, if any one of them fails to sign the bill of divorce, it is invalid. Therefore, the Sages decreed that the witnesses must sign a bill of divorce together in all cases.

²³⁶ § Since the Gemara mentioned the halakha stated by Rabbi Elazar, it analyzes the matter itself. Rabbi Elazar says: They deemed a bill of divorce valid only when just one witness is a Samaritan. The Gemara asks: What is he teaching us by this statement? We already learned in the mishna: Any document that has a Samaritan witness on it is invalid except for bills of divorce and bills of manumission. This indicates that those are valid only if they have the signature of one Samaritan witness, not two.

²³⁷ The Gemara responds: If it is learned from the mishna alone I would have said that even two Samaritan witnesses are also valid for a bill of divorce or a bill of manumission. And the fact that the mishna teaches one witness is because it wants to emphasize that for other documents even one Samaritan witness is also not valid. Therefore, Rabbi Eliezer teaches us that in the case of bills of divorce only one Samaritan witness is valid, but if both witnesses are Samaritans the bill of divorce is not valid.

²³⁸ The Gemara asks: And are two Samaritan witnesses not accepted on a bill of divorce? But the mishna teaches: An incident occurred in which they brought a bill of divorce before Rabban Gamliel in the village of Otnai, and its witnesses were Samaritan witnesses, and he deemed it valid. Abaye said that one should teach the mishna so that it does not read: Its witnesses, but rather: Its witness, i.e., Rabban Gamliel deemed valid a bill of divorce that had the signature of one Samaritan witness, as even he would invalidate a bill of divorce that included the signatures of two Samaritans.

²³⁹ Rava said: Actually, you do not need to say that the case was concerning one Samaritan witness, as it indeed is referring to two Samaritans witnesses, and Rabban Gamliel disagrees with the opinion of the first tanna. And the mishna is incomplete and this is what it is teaching: And Rabban Gamliel deems valid a bill of divorce that contains the signatures of two Samaritans, and an incident occurred in which they brought a bill of divorce before Rabban Gamliel in the village of Otnai, and its witnesses were Samaritan witnesses, and he deemed it valid.

²⁴⁰ MISHNA: With regard to all documents produced in gentile courts, even though their signatures are those of gentiles they are all valid, except for bills of divorce and bills of manumission. Rabbi

Shimon says: Even these are valid, as these two types of documents are mentioned only when they are prepared by a common person, not in court.

²⁴¹ GEMARA: With regard to the ruling of the mishna that all documents written in gentile courts are valid, the Gemara comments: The tanna categorically teaches a general halakha in the mishna, and it is no different if it is a document concerning a sale and it is no different if it is a document concerning a gift, the document is valid in both cases.

²⁴² The Gemara asks: Granted, in the case of a sale this is reasonable, as from when the buyer gave money to the seller in the presence of the gentile judges he has acquired the property, since he has performed an act of acquisition. And the document is merely a proof for the acquisition. It must be that he already acquired the property in question, as if he had not given money in their presence the court would not act to its own detriment and write a document for him, as the document detailing the sale would not be accurate, and writing such a document would reflect poorly on them. Therefore, the document clearly serves as proof that the acquisition was performed in the correct manner.

²⁴³ However, with regard to a gift, by what means does the one who receives the gift acquire it from the giver? Is it not via this document? And yet this document is merely a shard, as a document written by gentiles is not considered a legal document according to halakha. Shmuel said: The law of the kingdom is the law, i.e., Jews must obey the laws of the state in which they live. Consequently, every form of property transfer accepted by local law is valid according to halakha as well.

²⁴⁴ And if you wish, say that one should emend the text of the mishna, and teach: They are all valid except for documents that are like bills of divorce. In other words, the distinction is between different types of documents: Documents that are meant to serve only as proof are valid even if they were produced in gentile courts, whereas documents that effect a legal act, such as bills of divorce, are invalid if they were written in a gentile court.

²⁴⁵ § The mishna taught that Rabbi Shimon says: Even these bills of divorce and bills of manumission are valid if they were written in a gentile court and were signed by gentiles. The Gemara asks: How can Rabbi Shimon rule in this manner? But gentiles are not fit for this role, as they are not subject to the halakhot concerning scrolls of severance. Since the halakhot of marriage and divorce in the Torah are stated exclusively with regard to Jews, gentiles cannot serve in any capacity in cases of this kind.

²⁴⁶ Rabbi Zeira says: Rabbi Shimon follows the opinion of Rabbi Elazar, who says that the witnesses of the transmission of the bill of divorce effect the divorce. In other words, the signing of the bill of divorce is not essential to its effectiveness. Rather, the transfer of the bill of divorce completes the act of divorce, and therefore no attention is paid to who the signatories were.

²⁴⁷ The Gemara raises a difficulty: But doesn't Rabbi Abba say that although he considers a bill of divorce valid even without the signature of witnesses, Rabbi Elazar concedes with regard to a document whose falsification is inherent in it that it is invalid despite the fact that it was properly transferred. In other words, notwithstanding the halakha that the signatures on a bill of divorce are unnecessary, a document that includes invalid signatures is thereby invalidated. The reason is that there is a concern that people will rely upon these witnesses. The Gemara answers: With what are we dealing here?

²⁴⁸ We are dealing with unambiguous gentile names, in which case there is no need to be concerned that people might rely on these individuals as witnesses for the transfer, as it is evident that they are gentiles.

²⁴⁹ The Gemara clarifies: What are the circumstances of unambiguous gentile names? Rav Pappa said: This is referring to names such as Hurmiz, and Abbudina, bar Shibbetai, and bar Kidri, and Bati, and Nakim Una.

²⁵⁰ The Gemara infers: However, if the bill of divorce or manumission was signed by gentile witnesses with ambiguous names, what is the halakha? Is this not a valid document? If so, instead of teaching in the latter clause of the mishna: These two types of documents are mentioned only when they are prepared by a common person, not in court, let him distinguish and teach the distinction within the case of gentile courts itself, as follows: In what case is this statement, that gentile signatures are valid for a bill of divorce or manumission, said? With regard to unambiguous names. However, in a case of ambiguous names, no, gentile witnesses are not valid.

²⁵¹ The Gemara answers: That is also what he is saying, i.e., Rabbi Shimon's statement that these bills of divorce and bills of manumission are also valid should be understood in this very manner: In what case is this statement said? With regard to unambiguous names. However, with regard to ambiguous names, the document becomes like one that was prepared by a common person, and therefore such documents are invalid.

²⁵² And if you wish, say a different answer: In the last clause of the mishna, which states: These types of documents are mentioned only when they are prepared by a common person, we are no longer discussing bills of divorce; rather, we arrive at the case of financial documents. Furthermore, this clause of the mishna is not a continuation of Rabbi Shimon's statement, as it returns to the opinion of the first tanna. And this is what the mishna is saying: Financial documents were mentioned as invalid only when they were prepared by a common person, whereas if they were produced by a court they are valid.

²⁵³ It is taught in a baraita (Tosefta 1:4): Rabbi Elazar, son of Rabbi Yosei, said that Rabbi Shimon said this to the Sages in the city of Tzaidan: Rabbi Akiva and the Rabbis did not disagree with regard to all documents produced in gentile courts, that even though their signatories are gentiles, these documents are valid, even in the case of bills of divorce and bills of manumission. They disagreed only when they were prepared by a common person, outside a court, as Rabbi Akiva deems a document of this kind valid, and the Rabbis deem it invalid, except for bills of divorce and bills of manumission.

²⁵⁴ Rabban Shimon ben Gamliel says: Even these, bills of divorce and manumission, are valid in a place where Jews do not sign. In other words, the halakha that a document with gentile signatories is valid applies only in a place where Jews are not allowed to sign, as everyone knows that gentile documents are not signed by Jews. However, in a place where Jews sign, no, these documents are not valid either, as people might mistakenly think that Jews signed this bill of divorce. Therefore there is a concern that one might deliver this bill of divorce in the presence of those witnesses, who are actually gentiles, which would render the bill of divorce invalid.

²⁵⁵ The Gemara suggests: Let us also decree in a place where Jews do not sign due to a place where Jews do sign. The Gemara answers: One might confuse one name with another name. It is possible that one might think that a certain name is that of a Jew when it is actually that of a gentile. However,

one is not likely to confuse one place with another place. Since everyone knows that all of the signatures in certain places belong to gentiles, they are careful not to transfer a bill of divorce in the presence of the witnesses who signed it, unless they are certain that the witnesses are Jews.

²⁵⁶ § The Gemara relates that Ravina thought to deem valid a document that was written by a group of gentiles [arma'ei]. Rafram said to him that we learned: Gentile courts, in the mishna, i.e., these documents are valid only if they were produced in an important court, not by every group of gentiles.

²⁵⁷ Similarly, Rava said: With regard to this Persian document [shetara parsa'a] written by the Persian authorities that was transferred to the recipient in the presence of Jewish witnesses, he can collect with it non-liened property, i.e., property that is unencumbered by a mortgage. Although this is not considered a proper document by means of which one can collect from any land sold by the debtor, nevertheless, the facts in the document are considered accurate, and therefore one may at least collect non-liened property with it.

²⁵⁸ The Gemara asks: But the witnesses for the transmission of this document do not know how to read Persian, as most Jews did not read that language. If so, how can they serve as witnesses? The Gemara answers: Rava is referring to a situation where the witnesses know how to read Persian.

²⁵⁹ The Gemara questions how the court can rely upon such a document: But I require that the document be written in a manner that cannot be forged, and it is not so in this document, as the Persians were not particular about preparing their documents in this manner when writing their legal documents. The Gemara explains: Rava's statement applies in a case where the paper of the documents was processed with gall. Consequently, it is not possible to forge the writing (see 19b). But I require that a document review the essential topic of the document in its last line, and it is not so in the case of Persian documents. The Gemara answers: Rava's statement applies in a case where it returned to review the essential topic of the document in the final line.

²⁶⁰ The Gemara asks: If so, he should be able to collect from liened property as well, as this document is equivalent to one written by a Jew. Why doesn't Rava say that it can be used to collect from liened property as well? The Gemara answers: The reason is that this document does not generate publicity, i.e., a legal matter that is performed in a Persian court will not become publicized among Jews. Therefore, this case is similar to a loan by oral agreement, where the transaction is not publicized. In this case the lender can collect only from non-liened property, as purchasers from the debtor would not have been aware of his debt and consequently taken sufficient measures to ensure that the money would not be claimed from their purchase.

²⁶¹ Reish Lakish raised a dilemma before Rabbi Yoḥanan:

²⁶² With regard to witnesses who signed a bill of divorce and whose names are like the names of gentiles, what is the halakha? Rabbi Yoḥanan said to him: There came before us bills of divorce that were signed only with names such as Lukos and Los, and we deemed them valid by means of the witnesses of transmission.

²⁶³ The Gemara infers: And this applies specifically to names such as Lukos and Los, as it is uncommon to find Jews who are called by these names. However, with regard to other gentile names, concerning which it is common to find Jews who are called by these names, no, the documents are not valid, as people might mistakenly rely on the signatures of gentiles.

²⁶⁴ Reish Lakish raised an objection to this ruling from a baraita (Tosefta 4:8): With regard to bills of divorce that come from a country overseas, and witnesses are signed upon them, even though the names of the witnesses are like the names of gentiles, they are valid, because the names of most Jews outside of Eretz Yisrael are like the names of gentiles. This indicates that a bill of divorce is valid even when the names are not clearly those of gentiles.

²⁶⁵ The Gemara answers: There the halakha is different, as it teaches the reason explicitly: Because the names of most Jews outside of Eretz Yisrael are like the names of gentiles. Consequently, it can be assumed that the court examined the matter at the time of the signing, and that the document was signed by Jews. However, in Eretz Yisrael it is more likely that ambiguous names are actually those of gentiles, and therefore a document of this kind is valid only when it is clear it was signed by gentiles, to avoid mistakes.

²⁶⁶ This was one version of the discussion. And there are those who say that Reish Lakish asked Rabbi Yoḥanan about the very same case as in the baraita, and he resolved the matter for him from the baraita, that even if the names signed on a bill of divorce brought from outside of Eretz Yisrael are like the names of gentiles, they are valid.

²⁶⁷ MISHNA: With regard to one who says to another: Give this bill of divorce to my wife, or: Give this bill of manumission to my slave, if before the document reaches the woman or the slave the giver wishes to retract his decision, then with regard to both of them, he can retract. This is the statement of Rabbi Meir.

²⁶⁸ And the Rabbis say: One can retract his decision in the case of bills of divorce but not in the case of bills of manumission. The Rabbis explain the reason for their ruling: This is because one can act in a person's interest in his absence, and therefore the agent acquires the document on behalf of the slave from the moment the owner hands the bill of manumission to the agent. But one can act to a person's detriment only in his presence. The receipt of a bill of divorce is considered to be to a woman's detriment, and therefore an agent cannot receive it for her without her consent.

²⁶⁹ They explain further: The emancipation of a slave is in his interests, despite the fact that he receives sustenance from his master while a slave, as, if the master wishes not to sustain his slave he is allowed not to provide him with sustenance. This demonstrates that slavery is not in the interest of the slave, as he does not receive any guaranteed benefit. But if a husband wishes not to sustain his wife, he is not allowed to proceed in this manner. Consequently, marriage is in the interests of the woman.

²⁷⁰ Rabbi Meir said to the Rabbis: But even so, it is not in the interest of a slave to be emancipated, as, if his master is a priest, he disqualifies his slave from partaking of teruma by emancipating him, just as a husband who is a priest disqualifies his Israelite wife from partaking of teruma by divorcing her. The Rabbis said to him: It is permitted for a priest's slave to partake of teruma not because he has a right to sustenance, but rather because he is his master's acquisition.

²⁷¹ GEMARA: The Gemara relates: Rav Huna and Rav Yitzḥak bar Yosef were sitting before Rabbi Yirmeya, and Rabbi Yirmeya was sitting and dozing while the other two Sages conversed. And Rav Huna was sitting and saying: With regard to the statement of the Rabbis that a master cannot retract a bill of manumission once he has given it to an agent, one can conclude from it that if a third party seizes a debtor's property on behalf of a creditor, an act that is certainly in the interests of the

creditor, he acquires this property on his behalf. This is similar to the case here, where the agent acquires the bill of manumission on behalf of the slave.

²⁷² Rav Yitzḥak bar Yosef said to Rav Huna: Do you state this halakha even in a case when the seizure of property is to the detriment of others, e.g., if there are other creditors who would lose the opportunity to seize the property? Rav Huna said to him: Yes.

²⁷³ In the meantime Rabbi Yirmeya woke up, due to their conversation, as he was not sleeping deeply. He said to them: Children [dardekei], this is what Rabbi Yoḥanan says: One who seizes property on behalf of a creditor in a case where it is to the detriment of others does not acquire. And if you say that the mishna apparently teaches the opposite, as the agent acquires the bill of manumission on behalf of the slave despite the fact that this causes a loss for the master, that case is different.

²⁷⁴ Rabbi Yirmeya elaborates: The reason for the ruling in the mishna is that anyone who says: Give to so-and-so, is like one who says: Acquire on behalf of so-and-so. Since the master said: Give this bill of manumission to my slave, the agent immediately acquires it on the slave's behalf, despite the fact that the bill is to the detriment of the master. However, this halakha has no bearing on a case where a person independently seizes property on behalf of another, and by doing so acts to the disadvantage of others.

²⁷⁵ Rav Ḥisda says: With regard to this issue of one who seizes property on behalf of a creditor in a case where it is to the detriment of others, we have arrived at the dispute between Rabbi Eliezer and the Rabbis. What is this dispute? As we learned in a mishna (Pe'a 4:9): With regard to one who is not poor but collected produce in the corner of the field, which is given to the poor [pe'a], and said: This produce that I have collected is for so-and-so, who is a poor person, Rabbi Eliezer said: He has acquired it on his behalf, and the Rabbis say: He has not acquired it on his behalf; rather, he gives the produce he gathered to whichever poor person appears first before him. Apparently, Rabbi Eliezer holds that one can gather pe'a on behalf of a poor person, despite the fact that he acts to the detriment of other paupers, while the Rabbis disagree.

²⁷⁶ Ameimar said, and some say that it was actually Rav Pappa who said:

²⁷⁷ Perhaps that is not so. Perhaps this is not the point of dispute between Rabbi Eliezer and the Rabbis. There are two ways to explain why this might not be the case. First, it is possible that Rabbi Eliezer states his opinion only there, when the person took possession of the pe'a despite not being eligible to collect it for himself, since if the one who collected the produce desired, he could declare his property ownerless and become a poor person, and then the produce would have been fit for him to retain for himself. And since he could have acquired the pe'a for himself, he can likewise acquire it for another as well. However, here, where he seizes property on behalf of a creditor, he cannot seize this property for himself. Consequently, Rabbi Eliezer does not rule that he can do so when it is against the interests of another person.

²⁷⁸ Second, one can argue from the opposite perspective: The Rabbis state their opinion only there, that one cannot acquire on behalf of the poor person, as it is written: "The corner of your field you shall not reap and the gleaning of your harvest you shall not gather; for the poor you shall leave them" (Leviticus 23:22), and the Sages expounded this verse by reading it as though there were no break in the middle: You shall not gather for the poor, i.e., the poor person must collect the produce for himself. However, here, where one seizes property on behalf of a creditor, this verse does not

apply, and therefore the Rabbis did not rule that the action of the third party is ineffective. Consequently, it is possible that the dispute between Rabbi Eliezer and the Rabbis is not with regard to the issue of whether one can seize property on behalf of a creditor in a case where it is to the detriment of others.

²⁷⁹ The Gemara asks: And as for Rabbi Eliezer, with regard to this verse: “You shall not gather,” what does he do with it? How does he interpret this phrase, from which the Rabbis derived that one may not collect pe’a on behalf of a poor person? The Gemara answers: He requires it to warn a poor person with regard to his own field, i.e., if a poor person had a field of his own he is not permitted to gather pe’a from it for himself, his poverty notwithstanding.

²⁸⁰ § The mishna taught: As, if the master wishes not to sustain his slave he is allowed to act accordingly. The Gemara comments: Conclude from the mishna that the master is legally able to say to his slave: Work for me but I will not sustain you.

²⁸¹ The Gemara rejects this claim: This is not a conclusive proof, as with what are we dealing here, in the mishna? We are dealing with a case where he said to the slave: Spend your earnings to sustain yourself. In other words, I will not provide for you; rather, you must work and earn money for your sustenance on your own. However, this does not mean that a master can force his slave to work for him without providing him with sustenance.

²⁸² The Gemara asks: If so, in the corresponding situation in the mishna with regard to a wife, will one explain that he could have said to her: Spend your earnings to sustain yourself? The mishna rules that one cannot exempt himself from his obligation to provide sustenance for his wife. In the case of a wife, why may he not do so? It is certainly permitted for a husband to stipulate with his wife that she will keep her earnings and not receive sustenance from him, yet it is clear in the mishna that there is a difference between a slave and a wife with regard to his ability to refuse to provide sustenance. The Gemara answers: The wife mentioned in the mishna is one whose earnings are not sufficient for her sustenance, and in that case the husband may not stipulate in this manner.

²⁸³ The Gemara raises a difficulty: If so, the case of the slave also is referring to a situation where his earnings are not sufficient for his sustenance, and he is unable to sustain himself. Nevertheless, his master can refuse to sustain him. Therefore, one can conclude from the mishna that a master can say to his slave: Work for me but I will not sustain you. The Gemara explains: A slave who is not worth the bread that he consumes, for what is he needed by his master or his mistress? If the value of his labor does not even pay for the cost of his sustenance why is he needed at all? The mishna certainly does not refer to a case of this kind. By contrast, with regard to a wife, the marriage does not depend on her ability to provide for herself by means of her earnings. Consequently, one cannot prove from the mishna that a master can say to his slave: Work for me but I will not sustain you.

²⁸⁴ The Gemara suggests another proof: Come and hear a baraita (Tosefta, Makkot 2:8): With regard to a slave who unintentionally killed someone and was exiled to one of the cities of refuge, his master is not required to sustain him. And not only that, but his earnings in his city of refuge belong to his master. Conclude from the baraita that a master can say to his slave: Work for me but I will not sustain you, as in the case of a slave exiled to a city of refuge the master is entitled to his earnings despite not providing for him. The Gemara answers: With what are we dealing here? With a case where the master said to him: Spend your earnings to sustain yourself.

²⁸⁵ The Gemara raises a difficulty: If so, if the master said this to the slave, then why do his earnings belong to his master? After all, his master stipulated that he should sustain himself. The Gemara answers: This halakha is referring to his surplus earnings, i.e., if the slave works and earns more than the cost of his sustenance, his surplus income belongs to the master.

²⁸⁶ The Gemara asks: Isn't it obvious that any surplus belongs to the master, as he owns the slave? The Gemara answers: This ruling is necessary, lest you say that since, when he does not work enough the master does not give him all he needs to eat, then when he has a surplus from his work the master should also not take it. Therefore, the baraita teaches us that despite this consideration the surplus belongs to the master.

²⁸⁷ The Gemara asks: And what is different with regard to a slave who was exiled to one of the cities of refuge, concerning whom the baraita was stated? According to this reasoning, the surplus should belong to the master no matter where the slave is located. The Gemara answers: It might enter your mind to say that as the verse states with regard to one who is exiled to a city of refuge: "And that fleeing to one of these cities he might live" (Deuteronomy 4:42), one should act for him so that he has extra life, i.e., in this specific case the slave should be allowed to retain any additional amount he earns. Therefore, the baraita teaches us that no special obligation of this kind applies even if the slave had been exiled to a city of refuge.

²⁸⁸ The Gemara raises another difficulty: But from the fact that the latter clause of that baraita teaches: However, with regard to a woman who was exiled to one of the cities of refuge, her husband is obligated in her sustenance, by inference the baraita is dealing with a case where he did not say to her: Spend your earnings to sustain yourself, which is why he must sustain her. As, if he said this to her, why is her husband obligated to provide her with sustenance?

²⁸⁹ And from the fact that the latter clause of the baraita is speaking about a case where he did not say this to her, it may be inferred that the first clause is also dealing with a situation where he did not say to the slave: Spend your earnings to sustain yourself. The two clauses of the baraita must be referring to similar cases or they would not be taught together.

²⁹⁰ The Gemara rejects this claim: Actually, the baraita is referring to a case where the master said to the slave: Spend your earnings to sustain yourself, and the husband issued a similar statement to his wife. However, in the case of a woman it is referring to a situation when her earnings are not sufficient for her sustenance.

²⁹¹ The Gemara raises an objection: But from the fact that the last clause teaches: And if the husband said to her: Spend your earnings to sustain yourself, he is permitted to act accordingly, it may be inferred that the first half of the last clause is referring to a case where he did not say this to her. The Gemara explains that this is what the baraita is saying: And if her earnings suffice to pay for her sustenance, and he said to her: Spend your earnings to sustain yourself, it is permitted for him to say that.

²⁹² The Gemara asks: If the baraita is referring to a case where her earnings suffice, what is the purpose of stating this halakha with regard to one who was exiled to a city of refuge? The same halakha applies to all wives. The Gemara answers: It is necessary, lest you say that in light of the verse: "All glorious is the king's daughter within the palace" (Psalms 45:14), from which it is derived that it is improper for a wife to spend too much time outside her home, this woman's husband should be concerned that while his wife is in a city of refuge she should not work out of the home, but only

in the home. Therefore, the baraita teaches us that there is no need to be concerned about this matter, and her husband may say to her: Spend your earnings to sustain yourself, even in a city of refuge.

²⁹³ With regard to the question of whether a master can decide to cease providing sustenance for his slave while the slave continues to serve him, the Gemara suggests: Let us say that this matter is the subject of a dispute between tanna'im, as it was taught that Rabban Shimon ben Gamliel says: A slave can say to his master in years of famine: Either sustain me from your property or emancipate me. And the Rabbis say: His master has permission to retain his ownership over him without sustaining him.

²⁹⁴ What, is it not correct to say that they disagree about this issue, that one Sage, the Rabbis, holds that a master can say to his slave that he should work for him and he will not sustain him. Consequently, he is not required to emancipate him even when he cannot provide for him. And one Sage, Rabban Shimon ben Gamliel, holds that the master cannot say this, and therefore he is required to free him.

²⁹⁵ The Gemara responds: And can you understand the dispute that way? If so, this expression: Either sustain me or emancipate me, is inaccurate, as the baraita should have said: Either sustain me or give me my earnings for my sustenance. And furthermore, if the dispute concerns this general issue, what is different about years of famine? The same dispute should apply in all years.

²⁹⁶ Rather, with what are we dealing here? This baraita is referring to a case where the master said to the slave: Spend your earnings to sustain yourself, and subsequently, during years of famine, the slave's earnings do not suffice to provide himself with sustenance, as prices are higher than usual.

²⁹⁷ And Rabban Shimon ben Gamliel holds that in this case the slave can say to his master: Either sustain me or emancipate me, so that people will see me in my helpless state, and they will have mercy on me and provide me with charity. And the Rabbis hold that this is not a justification for emancipating a slave, as those who have mercy on freemen will also have mercy on a slave. Consequently, it is not necessary for the slave to be emancipated for him to receive help from generous people. According to this interpretation, the baraita has no bearing on the question as to whether a master can say to his slave: Work for me but I will not sustain you.

²⁹⁸ The Gemara offers another suggestion: Come and hear a proof from a statement that Rav said: In the case of one who consecrates the hands of his slave, so that all the work he does becomes Temple property, preventing the slave from working on his own behalf, then that slave borrows and eats, and afterward performs work and repays what he borrowed, as will be explained. Conclude from Rav's statement that the master is able to say to his slave: Work for me but I will not sustain you. In this case the master has prevented his slave from working for himself, and yet he is not required to provide for him.

²⁹⁹ The Gemara answers: With what are we dealing here? This is referring to a case where the master provides sustenance for him. The Gemara raises a difficulty: If so, for what reason

³⁰⁰ does he find it necessary to borrow and eat? After all, his master provides for him. The Gemara answers: This is referring to surplus food, i.e., additional food that the slave wants to eat.

³⁰¹ The Gemara raises a difficulty: But if so, let the Temple treasurer say to him: Until now it was enough for you without a surplus; now too it should be enough for you without a surplus. Why do you seek more now? Consequently, the consecration should apply to this surplus as well. The

Gemara answers: It is preferable to the Temple treasury itself that he work and eat more, so that the value of its slave will be enhanced when he consumes this extra amount, as he will become stronger.

³⁰² § It was stated that the slave borrows and eats and afterward performs work and repays the loan. The Gemara asks: But his work immediately becomes consecrated, as his hands have been consecrated. How, then, can he repay this loan? The Gemara answers: The slave performs work of less than the value of one peruta. Anything worth less than one peruta does not become consecrated. Therefore he can collect these small sums and repay his debt little by little.

³⁰³ The Gemara comments: So too, it is reasonable that Rav is referring to a case where the master provides sustenance for him. As Rav says: With regard to one who consecrates the hands of his slave, that slave works and eats, as, if the slave does not work for himself, who will work and provide for him? This ruling indicates that Rav maintains that consecration does not apply to the slave's hands.

³⁰⁴ The Gemara explains: Granted, if you say that this earlier halakha that Rav said, that the slave borrows and repays, refers to a situation where his master provides sustenance for him, and this is because in general he cannot say to him: Work for me but I will not sustain you, and this second halakha is referring to a case where his master does not provide him with sustenance, and therefore he cannot consecrate the slave's hands, it is well, as there is no contradiction between the two statements of Rav.

³⁰⁵ However, if you say that this first halakha is also speaking of a case where his master does not provide sustenance for him, and the consecration is effective because he can say to his slave: Work for me but I will not sustain you, then what is the meaning of the statement: As, if the slave does not work for himself who will work for him? Let whoever desires work for him, i.e., the slave will be compelled to sustain himself from charity, but this is not the master's concern.

³⁰⁶ Rather, must one not conclude from here that Rav holds that a master cannot say to his slave: Work for me but I will not sustain you? The Gemara comments: Indeed conclude from here that this is the case.

³⁰⁷ The Gemara suggests: Come and hear another source concerning the same dilemma, as Rabbi Yoḥanan says: One who severs the hand of another's slave must give compensation for his loss of livelihood, i.e., compensation for the slave's inability to work as a result of his injury, and the slave's medical costs to his master. And that slave, who can no longer work, is sustained from charity. Conclude from Rabbi Yoḥanan's statement that the master is able to say to his slave: Work for me but I will not sustain you, as otherwise the master would not receive compensation for his time in the form of payment for the slave's earnings while the slave lives off of charity.

³⁰⁸ The Gemara answers: With what are we dealing here? This is referring to a case where his master provides sustenance for him. The Gemara asks: If so, why is he sustained from charity? He already has sustenance. The Gemara answers: This is referring to surplus food, i.e., additional food that the slave wants to eat.

³⁰⁹ The Gemara raises a difficulty: If so, the phrase: Sustained from charity, is imprecise, as it indicates that he is provided only with enough for his basic needs. It should have said: He earns a living from charity. Rather, must one not conclude from his statement that Rabbi Yoḥanan maintains that the master can say to his slave: Work for me but I will not sustain you? The Gemara comments: Indeed, conclude from his statement that this is the case.

³¹⁰ The Gemara discusses the aforementioned halakha. The Master says earlier: He must give compensation for the slave's loss of livelihood and his medical costs to his master. The Gemara comments: With regard to compensation for loss of livelihood, it is obvious that this is the halakha, as the master incurs the loss when his slave does not work, and therefore it was necessary for the Sages to mention only that the compensation for his medical costs goes to his master.

³¹¹ The Gemara comments: Why is the payment for his medical costs given to his master? Shouldn't the compensation for his medical costs belong to him, as he needs to be healed with it? The Gemara answers: No, it is necessary in a case where doctors estimated that the blow or wound would heal in five days and they made a strong medicine for him, and he was healed in three days instead of five. Lest you say: Since the pain suffered by the slave by taking the strong medicine that caused a decrease in the costs of healing was his, the money should belong to him, Rabbi Yoḥanan therefore teaches us that this is not the case, as even this money belongs to the master, not the slave.

³¹² § With regard to the discussion in the mishna between Rabbi Meir and the Rabbis, it is taught in a baraita (Tosefta 1:5) that Rabbi Elazar said: We said to Meir: But isn't it in the interest of a slave to leave his master to freedom? He said to us: It is to his detriment, as if he were the slave of a priest, then by emancipating him the master thereby disqualifies him from partaking of teruma. We said to him: But what would be if the master wishes not to sustain him and not to provide him with a living? He is permitted to do so. Therefore, the slave does not lose out when he is emancipated, as he was not guaranteed sustenance in any event.

³¹³ Rabbi Meir said to us: Even if the master is not obligated to provide for him, it is still permitted for the slave to partake of teruma. The proof for this is the following case: And what would be if there were the slave of a priest, who fled from his master, or in the case of the wife of a priest, who rebelled against her husband, i.e., she refused to fulfill her obligations as a married woman? Are they not permitted to partake of teruma, although not the teruma belonging to the master or husband? They are permitted to partake of teruma. But this slave who was emancipated may not partake of teruma at all, even teruma that belongs to other priests. But in any event, in the case of a woman, a bill of divorce is to her detriment, as it disqualifies her from partaking of teruma and causes her to lose her sustenance.

³¹⁴ The Gemara analyzes this baraita: What did the Rabbis say to Rabbi Meir, and what did he respond to them? In other words, the two sides do not appear to be discussing the same issue, as the Rabbis refer to sustenance while Rabbi Meir talks about teruma. The Gemara explains that this is what Rabbi Meir is saying to them: You have answered me about sustenance, that the master is not required to provide for his slave. However, what will you answer me about teruma?

³¹⁵ And if you were to say that the acceptance of the document by the agent is not to the slave's detriment, as in any event if the master desires, he can throw the bill of manumission within four cubits of the slave and thereby disqualify him from partaking of teruma; the slave can prevent this from occurring by leaving his master, and escaping and going out to the world. If he acts in this manner his master will be unable to emancipate him, and he can continue partaking of teruma.

³¹⁶ And Rabbi Meir further said to the Rabbis: And what would be if there was the slave of a priest, who fled from his master, or the wife of a priest who rebelled against her husband, are they not permitted to partake of teruma, although not the teruma belonging to the master or husband? They

are permitted to partake of teruma. But this slave who was emancipated may not partake of teruma at all, even teruma that belongs to other priests. Evidently, emancipation is to his detriment.

³¹⁷ The Gemara asks: If so, then Rabbi Meir is saying and responding well to the Rabbis. How do the Rabbis counter his claim? Rava said: This is what they answered and said to him in the mishna: The master can disqualify his slave from partaking of teruma in any event, because he is his master's acquisition. The implication of this statement is the following: As, if the master desires to disqualify his slave from partaking of teruma after he has fled, he can take four dinars from any Israelite in exchange for the slave, and he thereby disqualifies him from partaking of teruma anywhere that he is located.

³¹⁸ The Gemara asks: And according to the opinion of Rabbi Meir, his explanation works out well with regard to the slave of a priest whose emancipation causes him to be disqualified from partaking of teruma, and therefore it is possible to argue that his emancipation is to his detriment. However with regard to the slave of an Israelite, what can be said? Rabbi Shmuel bar Rav Yitzhak says: Emancipation is even to the detriment of a slave of an Israelite, because by freeing him his master causes him to lose the option of engaging in sexual intercourse with a Canaanite maidservant. Until this point it was permitted for him to engage in sexual intercourse with a Canaanite maidservant, but once he is emancipated these women are forbidden to him.

³¹⁹ The Gemara raises a difficulty: On the contrary, by emancipating him the master renders it permitted for him to engage in sexual intercourse with a free woman. The Gemara answers: In the case of a slave, a life of licentiousness is preferable for him. Therefore, he would rather have the right to engage in sexual intercourse with a Canaanite maidservant, as she is lowly to him, she is available for him, she is unrestricted for him. None of these descriptions apply to a Jewish woman, and therefore he loses out on the benefit he could have received from being permitted to engage in sexual intercourse with a Canaanite maidservant. Consequently, Rabbi Meir maintains that his emancipation is to his detriment.

³²⁰ MISHNA: In the case of one who says: Give this bill of divorce to my wife, or: Give this bill of manumission to my slave, and then he dies, one does not give it after his death. The reason for this is that bills of divorce and manumission must be transferred by the husband or the master. Once he has died the document can no longer be given, and the agency he appointed for this purpose is likewise canceled. However, if he said: Give one hundred dinars to so-and-so, and then he died, one does give the recipient the money after his death.

³²¹ GEMARA: Rav Yitzhak bar Shmuel bar Marta says in the name of Rav: And this ruling, that one gives the one hundred dinars after the death of the owner, is the halakha only when those dinars are piled up and placed in a corner at the time of the command.

³²² The Gemara asks: With what are we dealing? If we say that we are dealing with a healthy person who instructs others to give one hundred dinars, then when they are piled, what of it? After all, the recipient did not pull the money, and one must perform an act of acquisition to take possession of movable property. Rather, say that we are dealing with a person on his deathbed, in which case verbal instructions suffice. However, if that is so, why does this halakha apply specifically when the money is piled? The same should be the case when the coins are not piled as well, as we maintain that the statement of a person on his deathbed who distributes his property is considered as though it were written and delivered. If so, no other act of acquisition should be necessary.

³²³ Rav Zevid says: Actually, the mishna is dealing with a healthy person, and this ruling is in accordance with that which Rav Huna says that Rav says. As Rav Huna says that Rav says: With regard to one who says to another: I have one hundred dinars in your possession; give it to so-and-so, if this occurred in the presence of all three parties, that third person has acquired it. This type of acquisition applies only to money that is similar to a deposit, e.g., piled money.

³²⁴ Rav Pappa said: Actually, the mishna is dealing with a person on his deathbed, and it is in accordance with another ruling of Rav, as Rav says: With regard to a person on his deathbed who said: Give one hundred dinars to so-and-so from my property, the halakha depends on his precise wording. If he said: Give him this one hundred dinars, where the money is in a particular place, one gives the money to him. However, if he merely said: One hundred dinars, without specification, one does not give it to him.

³²⁵ Why does one not give the one hundred dinars if he did not add further specification? We are concerned that perhaps he spoke about a buried one hundred dinars. In other words, he might have been referring to a specific one hundred dinars whose location is unknown, and he did not intend to give him any other money. For this reason, Rav explains that the mishna is referring to money piled up in a designated place, which the one who gives the instruction is referring to explicitly.

³²⁶ The Gemara comments: And the halakha is that we are not concerned about a buried sum of one hundred dinars, i.e., the halakha is not in accordance with the opinion of Rav. The Gemara asks: What is the reason that Rav Pappa did not say an explanation that is in accordance with that of Rav Zevid with regard to Rav's statement?

³²⁷ The Gemara answers: Rav Pappa holds that when Rav said that a transfer in the presence of all three parties is effective, it is no different if this is referring to a loan from the first party to the second party, where it is an abstract monetary obligation that is transferred, and it is no different if it is referring to a deposit, where specific money is transferred. Just as the transfer is effective in the case of a loan, in which there is an abstract monetary obligation, it would be effective even if the money were not piled. For this reason, Rav Pappa explained that the mishna is referring to piled money due to the concern about a collection of a buried one hundred dinars.

³²⁸ The Gemara asks the reverse question: What is the reason that Rav Zevid did not say in accordance with the explanation of Rav Pappa? The Gemara answers: He holds that it is not possible to establish the mishna as referring to a person on his deathbed. From where does he learn this? It is from the fact that it teaches: In the case of one who says: Give this bill of divorce to my wife, or: Give this bill of manumission to my slave, and then he dies, one should not give it after his death.

³²⁹ The Gemara infers: The reason for this ruling is that the man died. However, if it was while he was still alive then one gives the document. The Gemara continues: Even during his lifetime the reason for the ruling is specifically that he said: Give, but if he did not say: Give, and merely commanded: Write a bill of divorce, then one does not give it. But this is not the case with regard to a person on his deathbed, as, although he did not say: Give, but simply commanded: Write, nevertheless, one gives the document. Evidently, this halakha cannot be referring to a person on his deathbed.

³³⁰ As we learned in a mishna (65b): Initially the Sages would say: With regard to one who is taken out in a neck chain to be executed and said: Write a bill of divorce for my wife, these people should write and give her the document. Although he did not explicitly say: Give, this is understood to have

been his intention. They then said that this halakha applies even to one who sets sail and one who departs in a caravan to a far-off place. A bill of divorce is given to his wife under these circumstances even if her husband said just: Write.

³³¹ Rabbi Shimon Shezuri says: Even in the case of one who is dangerously ill who gives that instruction, they write the bill of divorce and give it to his wife. This shows that a dying person need not say: Give. Rather, it is sufficient for him to say: Write. By contrast, the mishna indicates that it is referring to one who says: Give, and therefore it is certainly not speaking about a dying person.

³³² Rav Ashi objects to this claim: And who says to us that the mishna is in accordance with the opinion of Rabbi Shimon Shezuri? Perhaps it is in accordance with the opinion of the Rabbis, who did not include a dangerously ill person in their list of those who are not required to say: Give. If so, it is possible that the mishna is referring to a person on his deathbed after all.

³³³ The Gemara discusses the matter itself. Rav Huna says that Rav says: With regard to one who says to another: I have one hundred dinars in your possession; give it to so-and-so, if this occurred in the presence of all three parties, that third person has acquired it. Rava said: It stands to reason that Rav's statement is with regard to a deposit, when the owner of the deposit instructs its guardian to transfer specific money under his authority to someone else who is also present. However, in the case of a loan, no, one cannot dispense with an act of acquisition, as repayment of a loan does not involve specific money.

³³⁴ Rava himself adds, in the form of an oath: But by God, in truth, Rav said this halakha even with regard to a loan. The Gemara adds: It was also stated that Shmuel said in the name of Levi that if someone says to another: I have a loan in your possession, i.e., you owe me payment for a loan, give it to so-and-so, and this occurred in the presence of all three parties, that named person has acquired it.

³³⁵ The Gemara asks: And what is the reason for this? In what manner does he acquire it? Ameimar said: The case becomes like that of a borrower who says to a lender at the time of the giving of the money, when he receives a loan: I am beholden to you and to anyone who comes based on your authorization. In this case, the recipient is authorized by the lender to take the loan in the presence of all three parties.

³³⁶ Rav Ashi said to Ameimar: If that is so, that the borrower's obligation to the third party went into effect at the time of the loan, then if he transferred it in the presence of the three parties to those who will be born, i.e., people who were not yet born when the money was initially given, the halakha should also be that the recipients do not acquire it. The reason is that at the time the lender gave the money to the borrower, the person to whom it would eventually be transferred did not yet exist, and therefore the borrower could not have become obligated to him at that point in time.

³³⁷ Rav Ashi elaborates: As, even according to the opinion of Rabbi Meir, who says that a person can transfer ownership of an entity that has not yet come into the world, this statement applies only when he transfers it to an entity, i.e., a person, that has come into the world. However, even Rabbi Meir agrees with regard to the transfer of ownership of an article to an entity that has not yet come into the world, that this is not possible. Since Rav issued his statement in a general manner without any limitations, evidently the method of a transfer in the presence of all three parties applies in all cases, regardless of whether the third party was born at the time when the loan was given.

³³⁸ Rather, Rav Ashi says that this is the reason for the matter:

³³⁹ With that benefit that the borrower receives when his debt changes from an old debt to a new debt, he fully pledges himself to the new lender. The borrower prefers to have a new lender from whom he can ask for an extension of the deadline for the repayment of his debt.

³⁴⁰ Huna Mar, son of Rav Neḥemya, said to Rav Ashi: If that is so, what about a case where the debt is transferred to these members of the house of bar Elyashiv? As, those implacable people bind debtors with handcuffs and take their money immediately when the time for repayment arrives. They certainly would not add to the time that the borrower has to repay the first loan, and he would not willingly pledge himself to them. So too, will you say that they do not acquire the money in the presence of all three parties, as the borrower would not agree to this arrangement?

³⁴¹ And if you would say that indeed this method is not effective in a case of this kind, if so you have rendered your statement subject to circumstances. In other words, the application of the acquisition in the presence of all three parties is not absolute, and instead depends on whether in this particular case the borrower agrees to transfer his debt from one person to another.

³⁴² Rather, the Gemara retracts the previous explanation in favor of that which Mar Zutra said: These three matters were instituted by the Sages as a halakha without a reason, i.e., they instituted these ordinances despite the fact that the logical mechanism by which they function is unclear: One is this case of an acquisition in the presence of all three parties. And another is that which Rav Yehuda says that Shmuel says: One who writes over all of his property to his wife as a gift has rendered her only a steward [eppitrofeya], but she does not become the owner. And another is that which Rav Ḥananya says: With regard to one who marries a woman to his eldest son, and the wedding takes place in his house, the son has acquired that house.

³⁴³ With regard to acquisition in the presence of all three parties, the Gemara relates: Rav said to Rav Aḥa Bardela: I have a kav of saffron [morika] with you that you owe me; give it to so-and-so. Rav added: I say this to you in his presence so that I will not retract from this statement.

³⁴⁴ The Gemara asks: Can one learn by inference that if he had not stipulated in this manner and wished to retract his statement he could in fact retract it? This would mean that a standard acquisition in the presence of all three parties is not fully effective. The Gemara answers that this is what Rav said: I am saying this to you in his presence because these types of statements issued in the presence of all three parties cannot be retracted, i.e., Rav was not adding a condition but explaining the halakha.

³⁴⁵ The Gemara asks: But why is this statement of Rav recorded at all? Rav already said this halakha once. As Rav Huna says that Rav says: With regard to one who says to another: I have one hundred dinars in your possession, give it to so-and-so, if this occurred in the presence of all three parties that third person has acquired it.

³⁴⁶ The Gemara explains: If the method of acquisition in the presence of all three parties was derived from that halakha alone, I would say that this matter, i.e., the need for the presence of the third party, applies only for the transfer of a large gift. However, in the case of a small gift one does not need to do this in the presence of the recipient. Instead, the giver can simply provide instructions and thereby transfer the gift to the other person, as there is no reason to think that he would retract. Therefore,

Rav teaches us that this is not the case, as in all cases the transfer takes effect only in the presence of all three parties.

³⁴⁷ The Gemara relates: There were certain gardeners who made a calculation of money owed to each other, and there remained with one of them five *isterei zuzei* more than he should have received. The others said to him: Give the money to the owner of the land, and they said this in the presence of the owner of the land, and the owner of the land acquired the money from him. In other words, the owner of the land performed a proper act of acquisition obligating the gardener to pay that amount.

³⁴⁸ Ultimately, that gardener went and performed a calculation on his own and concluded that nothing extra had been left over with him. He came before Rav Naḥman to ask what to do. Rav Naḥman said to him: What can I do for you? The first issue is that Rav Huna said that Rav said that an acquisition in the presence of all three parties takes effect immediately, and therefore the owner of the land has already acquired the money. And additionally, he performed an actual act of acquisition and thereby acquired the money from you.

³⁴⁹ Rava said to Rav Naḥman: Is that to say that the gardener said: I will not give? In other words, he did not refuse to give a sum in which he was obligated. He actually said: Which is not in my possession, as his colleagues told him to give five *isterei zuzei* that remained in his possession, and he now claims that this money actually belongs to him. Rav Naḥman said to him: If so, it is an acquisition performed in error, and any acquisition performed in error reverts back to the previous owner.

³⁵⁰ § It was stated that amora'im disagreed with regard to the following dilemma: If someone instructs an agent: Deliver one hundred dinars to so-and-so, as I owe him that sum, Rav says: The person who sends him the money bears financial responsibility for their loss. If the one hundred dinars are lost by the agent, the sender must give another one hundred dinars to repay his debt. But if the sender seeks to retract this repayment after he has given it to the agent, he cannot retract it. And Shmuel says: Since the sender bears financial responsibility for their loss, this indicates that the one hundred dinars are considered to be in his domain, which means that if he seeks to retract he can retract it.

³⁵¹ The Gemara suggests: Let us say that they disagree about this issue, as one Sage, Rav, holds that saying: Deliver, is like saying: Acquire, and therefore the agent immediately acquires the money on behalf of the recipient. For this reason the sender cannot retract. And one Sage, Shmuel, holds that saying: Deliver, is not like saying: Acquire, and as the recipient has not yet acquired the money the sender can retract.

³⁵² The Gemara rejects this: No; everyone agrees that saying: Deliver, is like saying: Acquire, and here, in this case, they disagree about this: One Sage, Rav, holds that we do not say that since the sender bears financial responsibility for the loss of the money he can retract. Therefore, he cannot retract. And one Sage, Shmuel, holds that we do say that since the sender bears financial responsibility for the loss of the money he can retract.

³⁵³ The Gemara comments: It is taught in a baraita in accordance with the opinion of Rav (Tosefta 1:6): If one said to another: Deliver one hundred dinars to so-and-so, as I owe him that sum, or if he said: Give one hundred dinars to so-and-so, as I owe him that sum, or if he said: Deliver one hundred dinars to so-and-so, as they are a deposit he has in my possession, or: Give one hundred dinars to so-

and-so, as they are a deposit he has in my possession, in all these cases the sender bears financial responsibility for their loss, but if he seeks to retract he cannot retract.

³⁵⁴ The Gemara asks with regard to this baraita: In a case where the agent accepts upon himself to bring a deposit to its owners, let the sender, who is the bailee of the deposit, say to the agent: It is not the will of the owner of the deposit that his deposit will be in the possession of another. Since this transfer is not in the interests of the owner of the deposit, the money should remain fully in the possession of the sender, and therefore he should be able to retract. Rabbi Zeira says: This is referring to a case where the sender, the bailee of the deposit, is established as a denier of financial obligations. For this reason, the owner of the deposit prefers the money to be transferred to someone else, and the sender cannot claim that it is not the will of the owner of the deposit that his deposit will be in the possession of another.

³⁵⁵ The Gemara relates: Rav Sheshet had a credit [asharta] of cloaks [sarbelei] in the city of Meḥoza, i.e., he had a set agreement with merchants that he would give them cloaks to sell in the city of Meḥoza and they would later reimburse him. Rav Sheshet said to Rav Yosef bar Ḥama: When you come here from Meḥoza, bring me the money. Rav Yosef went and brought the money to him. Those who gave him the money said to him: Let us make an acquisition for what you have received, so that if something happens to the money, you will be responsible. He said to them: Yes.

³⁵⁶ Ultimately, he escaped them and did not perform the act of acquisition. When Rav Yosef came before Rav Sheshet and told him what had occurred, Rav Sheshet said to him: You did well, as you did not render yourself the subject of the verse: “The borrower is a slave to the lender” (Proverbs 22:7), by obligating yourself for no reason. In another version of this incident Rav Sheshet said to Rav Yosef: You did well, as the verse states: “The borrower is a slave to the lender,” i.e., the merchants who borrowed from me must bear responsibility to ensure that the money will reach me.

³⁵⁷ The Gemara further relates: Rabbi Aḥai, son of Rabbi Yoshiya, had a silver vessel [ispeka] in the city of Neharde’a.

³⁵⁸ Rabbi Aḥai said to Rabbi Dostai bar Rabbi Yannai and to Rabbi Yosei bar Keifar: When you come from Neharde’a bring the vessel to me. They went to Neharde’a and the people who were in possession of the vessel gave it to them. After handing over the vessel, those people said to them: Let us perform an act of acquisition with you, so that you will be responsible for the vessel until you reach Rabbi Aḥai. The agents said to them: No; we do not want to do this. They said to them: If so, return the vessel to us, as we do not wish to transfer it in such a manner that we retain responsibility.

³⁵⁹ Rabbi Dostai, son of Rabbi Yannai, said to them: Yes, I am willing to return it. However, Rabbi Yosei bar Keifar said to them: No, as you do not have the right to retract in this situation. They tormented Rabbi Yosei bar Keifar to force him to agree to return the vessel. Rabbi Yosei bar Keifar said to Rabbi Dostai: See, my Master, what they are doing to me. Rabbi Dostai said to them: You are acting well; hit him.

³⁶⁰ When these two agents came before Rabbi Aḥai, Rabbi Yosei bar Keifar said to him: See, my Master, not only did Rabbi Dostai not support me; rather, he even said to them: You are acting well; hit him. Rabbi Aḥai said to Rabbi Dostai: Why did you do this?

³⁶¹ Rabbi Dostai said to him: Those people who were in possession of the vessel, they are the size of a cubit, and their hats were a cubit, and they spoke from their midpoints, and their names were

frightening: Arda and Artā and Pili Bereish. If one were to say to them: Restrain this person, they would restrain him. If one were to say to them: Kill him, they would kill. Had they killed Dostai, i.e., me, who would give Yannai, my father, another son like me?

³⁶² Rabbi Aḥai said to him: Are these people close to the government? Rabbi Dostai said to him: Yes. Rabbi Aḥai asked him: Do they have horses and mules that run after them, i.e., do they have servants to perform their bidding? Rabbi Dostai said to them: Yes. Rabbi Aḥai said to him: If so, you acted well, as the situation was entirely out of your control.

³⁶³ § The Gemara discusses the meaning of the expression: Deliver, in relation to a gift. With regard to one who said to his agent: Deliver one hundred dinars to so-and-so, and the agent went and searched for that person but did not find him, as he had died, it is taught in one baraita: The money should be returned to the sender. And it is taught in another baraita: The money should be given to the heirs of the one to whom it was sent.

³⁶⁴ The Gemara suggests: Let us say that they disagree about this, as one Sage, in the second baraita, holds that in the case of a gift, saying: Deliver, is like saying: Acquire, and consequently the agent took possession of the money on behalf of the one to whom it was sent. Therefore, the heirs inherit this item. And one Sage, in the first baraita, holds that in the case of a gift, saying: Deliver, is not like saying: Acquire, and therefore the agent must return the money to the sender.

³⁶⁵ Rabbi Abba bar Memel said: No; everyone agrees that in the case of a gift, saying: Deliver, is not like saying: Acquire, and the apparent contradiction between the two baraitot is not difficult: This baraita, which says that the agent must return the money to the sender, is dealing with a case where the giver was a healthy person when he issued the instructions. Such a gift is acquired by the recipient only once it reaches his possession, and this recipient died before the gift reached him. Conversely, that baraita, which says that he should give it to the heirs of the one to whom it was sent, deals with the instructions of a person on his deathbed. Since the gift of a dying person is immediately acquired by the recipient, this recipient acquired it straightaway, and therefore it must be given to his heirs.

³⁶⁶ Rav Zevid said: It is possible to say that saying: Deliver, is not like saying: Acquire, and that both this baraita and that baraita are dealing with a case where the giver was a person on his deathbed. Instead, the difference between the two sources is that this baraita, which states that he should give it to the recipient's heirs, is referring to a case where the recipient was alive at the time of the giving of the money. Consequently, when the sender gives the money to the agent the recipient immediately acquires it, and his heirs claim it in his stead. That baraita, which says that the agent must return the money to the sender, is referring to a case where the recipient was not alive at the time of the giving of the money, and consequently the agent could not acquire the money on his behalf.

³⁶⁷ Rav Pappa said yet another explanation of the baraita: This baraita and that baraita are both dealing with a healthy person who subsequently died. The difference is that this baraita, which said that the agent must return the money to the sender, is dealing with a case where the recipient died in the lifetime of the giver, and as he did not acquire the money himself his heirs do not take possession of it either. By contrast, that baraita, which states that the money should be given to the heirs of the recipient, is dealing with a case where the giver died in the lifetime of the recipient. Once he dies it is a mitzva to fulfill his wishes, and therefore the recipient, and his heirs after him, are entitled to the money.

³⁶⁸ The Gemara further suggests: Shall we say that the issue of whether saying: Deliver, is like saying: Acquire, is a dispute between tanna'im? This is as it is taught in a baraita, that if one person said to another: Deliver one hundred dinars to so-and-so, and he went and searched for him but did not find him, as he had died, the money should be returned to the sender. If the sender died, Rabbi Natan and Rabbi Ya'akov said: The money should be returned to the heirs of the sender. And some say: It should be given to the heirs of the one to whom it was sent.

³⁶⁹ The baraita continues: Rabbi Yehuda HaNasi said in the name of Rabbi Ya'akov, who said this in the name of Rabbi Meir: It is a mitzva to fulfill the statement of the dead. Therefore the money should be given to the heirs of the one to whom it was sent. And the Rabbis say: Due to the uncertainty, they should divide it. And here, in Babylonia, they said: Whatever the agent wishes to do he may do. Rabbi Shimon HaNasi said: When an incident of this kind occurred under my jurisdiction I inquired into how to proceed, and the Sages said to me: The money should be returned to the heirs of the sender.

³⁷⁰ The Gemara suggests: What, is it not correct to say that they disagree about this issue, that the first tanna holds that saying: Deliver, is not like saying: Acquire, and therefore the money should be returned to the sender? And Rabbi Natan and Rabbi Ya'akov also hold that saying: Deliver, is not like saying: Acquire, but they add that even though the sender died, one does not say: It is a mitzva to fulfill the statement of the dead. Consequently, the money is returned to the sender's heirs. And the Sages in the clause beginning: Some say, claim that saying: Deliver, is like saying: Acquire. Therefore the recipient takes possession of the money immediately, and it is given to his heirs.

³⁷¹ And Rabbi Yehuda HaNasi, who said in the name of Rabbi Ya'akov, who said this in the name of Rabbi Meir, also holds that saying: Deliver, is not like saying: Acquire. However, in a case where the sender died we say that it is a mitzva to fulfill the statement of the dead. Therefore, the one hundred dinars should be given to the recipient or his heirs.

³⁷² And the Rabbis say: They should divide it, because they are uncertain about the halakha in this situation. And the Sages in the clause beginning: Here they said, maintain that in this case the discretion [shuda] of the agent is preferable to an even division between the parties. And Rabbi Shimon HaNasi does not offer an opinion of his own; rather, he came to teach us an incident in which this case was decided in practice.

³⁷³ The Gemara rejects this suggestion: No; it is possible that in a case where the giver was a healthy person when he appointed the agent everyone agrees that saying: Deliver, is not like saying: Acquire, and with what are we dealing here? We are dealing with a person on his deathbed who sent these one hundred dinars, and they disagree in the dispute between Rabbi Elazar and the Rabbis.

³⁷⁴ This is as we learned in a mishna (Bava Batra 156a): With regard to one who divides his property orally, Rabbi Elazar says: Both in the case of a healthy person and that of a dangerously ill person, property that serves as a guarantee, i.e., land, is acquired by means of money, through a document, or by taking possession. And property that does not serve as a guarantee, i.e., movable property, can be acquired only through pulling. And the Rabbis say: If the giver is on his deathbed, then both this property and that property can be acquired through speech, and there is no need for an additional act of acquisition.

³⁷⁵ They said to Rabbi Elazar: Didn't an incident of this kind occur with regard to the mother of the family of the sons of Rokhel, who was ill, and she said: Give

³⁷⁶ my brooch [kevinati] to my daughter, and the brooch is worth twelve hundred dinars. And this woman subsequently died, and the Sages fulfilled her statement. Rabbi Elazar said to them that the sons of Rokhel should be buried by their mother, i.e., he cursed them. Rabbi Elazar meant that it is not possible to bring a proof from this incident, as these sons were wicked people. Consequently, when dealing with them the Sages did not act in accordance with the halakha, but allowed their mother to give this valuable piece of jewelry to their sister, circumventing the halakhot of inheritance.

³⁷⁷ The Gemara states: The first tanna holds in accordance with the opinion of Rabbi Elazar, who holds that there must be an actual act of acquisition or the money still belongs to the giver. And Rabbi Natan and Rabbi Ya'akov also hold in accordance with the opinion of Rabbi Elazar. However, they add that even though the giver died one does not say: It is a mitzva to fulfill the statement of the dead. And the Sages in the clause beginning: Some say, hold in accordance with the opinion of the Rabbis, who say that the statement of a person on his deathbed effects acquisition through mere speech.

³⁷⁸ And Rabbi Yehuda HaNasi, who said his opinion in the name of Rabbi Meir, holds in accordance with the opinion of Rabbi Elazar. However, he maintains that where the giver died we say: It is a mitzva to fulfill the statement of the dead. And the Rabbis say: They should divide it, because they are uncertain about the halakha in this situation. And according to the Sages in the clause beginning: Here they said, the discretion of the agent is preferable. And Rabbi Shimon HaNasi came to teach us a relevant incident but does not express an additional opinion.

³⁷⁹ A dilemma was raised before those studying this issue: Is the Rabbi Shimon HaNasi mentioned here himself a Nasi, or does the baraita mean that he spoke in the name of the Nasi? The Gemara suggests: Come and hear that which Rav Yosef, who was precise in his statements, says: The halakha is in accordance with the opinion of Rabbi Shimon HaNasi. This indicates that he was an actual Nasi. But you can still raise the dilemma: Is he a Nasi, or does the baraita mean that he spoke in the name of the Nasi, as Rav Yosef may merely be quoting the above baraita? The Gemara has no answer for this question, and states that the dilemma shall stand unresolved.

³⁸⁰ The Gemara returns to the matter itself: Rav Yosef says: The halakha is in accordance with the opinion of Rabbi Shimon HaNasi, that the money should be returned to the heirs of the sender. The Gemara raises a difficulty: But don't we maintain that the statement of a person on his deathbed is considered written and delivered? If so, the agent should give the money to the heirs of the recipient.

³⁸¹ The Gemara answers: Rav Yosef establishes this halakha with regard to a healthy person, not someone on his deathbed. The Gemara asks: But he said that the money should be returned to the heirs of the sender, and we maintain that it is a mitzva to fulfill the statement of the dead, even if he issued these instructions when he was healthy. The Gemara answers: Emend Rabbi Shimon HaNasi's statement and teach: Return the money to the sender, not to his heirs, as this is referring to a case where the sender had not died.

Chapter 2

¹ MISHNA: With regard to one who brings a bill of divorce from a country overseas and says: The bill of divorce was written in my presence but it was not signed in my presence; or if he said: It was signed in my presence but it was not written in my presence; or: All of it was written in my presence and half of it was signed in my presence, i.e., he observed the signing of only one witness; or: Half of it was written in my presence and all of it was signed in my presence, in all these cases the document is invalid.

² If one agent bringing a bill of divorce says: It was written in my presence, and one other agent says: It was signed in my presence, it is invalid. If two agents say: It was written in our presence, and one says: It was signed in my presence, it is invalid. And Rabbi Yehuda deems the document valid. If one agent says: It was written in my presence, and two agents say: It was signed in our presence, it is valid.

³ GEMARA: The Gemara asks with regard to the entire mishna: Why do I need all these further examples? Didn't it teach these halakhot once, as the mishna states (2a): One who brings a bill of divorce from a country overseas is required to say: It was written in my presence and it was signed in my presence? This indicates that if one did not state this declaration, then the bill of divorce is invalid. The Gemara explains: If the halakha were derived from that mishna alone, I would say: He is required to issue this statement *ab initio*, but if he did not say it the bill of divorce is nevertheless valid after the fact. Therefore, this mishna teaches us that the bill of divorce is invalid.

⁴ § The mishna taught that if the agent said: Half of it was written in my presence and all of it was signed in my presence, the document is invalid. The Gemara asks: With regard to which half of the bill of divorce did he claim he saw written? If we say that he saw its first half written, but didn't Rabbi Elazar say: Even if the husband or scribe wrote only one line of it for her sake, the agent is no longer required to check if the rest of the bill of divorce was written properly? Rather, Rav Ashi said: He testifies that he saw that its latter half was written, and he does not testify with regard to the first half, which is the primary section of the bill of divorce.

⁵ § The mishna taught that if he said: All of it was written in my presence and half of it was signed in my presence, i.e., the agent observed the signing of only one of the witnesses, it is invalid. Rav Hisda says: And even if two people testify to the signature of the second witness, and the court ratifies this signature, nevertheless it is invalid. What is the reason for this ruling? After all, the court has the agent's testimony with regard to one signature and the confirmation of two witnesses for the second signature.

⁶ The Gemara answers: The document must be authenticated either entirely through the process of the ratification of a bill of divorce, i.e., the bill of divorce must be ratified like any other legal document, by two people attesting to the validity of the signatures of both witnesses, or it must be entirely ratified via the rabbinic decree that the agent is deemed credible when he states: It was written in my presence and it was signed in my presence.

⁷ Rava objects to this: Is there any situation in which if one person said it, the document is valid, i.e., if the agent would have attested to the signature of the second witness the bill of divorce would be valid, and now that there are two witnesses who attest to the signatures it is invalid? Rather, Rava says: Even if

⁸ he, i.e., the agent, and another person testify with regard to the signature of the second witness, the bill of divorce is invalid. What is the reason for this? Perhaps people will come to confuse it with the typical case of ratification of legal documents, and will rely on one witness who testifies about his own signature and that of the other signatory, while another witness joins with him to testify with regard to the other signature. And as a result of this, the full sum of money, minus a quarter, will be extracted based upon the testimony of one witness. In order to ratify legal documents in general, two witnesses must testify as to the validity of each of the signatures. If the Sages were to allow one witness to testify about his own signature and another witness to join him in testifying about the other signature in the case of a bill of divorce, it may lead to the same method being employed with regard to other legal documents.

⁹ Rav Ashi objects to this: Is there any situation in which if he himself would complete his entire statement by saying: It was written in my presence and it was signed in my presence, the document would be valid, and now that there is another one who testifies with him, the bill of divorce is invalid?

¹⁰ Rather, Rav Ashi says that even if the agent says: I am the second witness who signed the bill of divorce, it is invalid. What is the reason for this? A bill of divorce cannot be validated by a combination of two types of credibility. It must be authenticated either entirely through the ratification of the bill of divorce, in the manner that other documents are ratified, or it must be entirely ratified via the rabbinic decree, in which case the testimony of the agent is considered equivalent to that of two people who ratify the signatures.

¹¹ The Gemara cites a proof for this claim: We learned in the mishna that if an agent for a bill of divorce said: All of it was written in my presence and half of it was signed in my presence, this bill of divorce is invalid. The Gemara clarifies: What are the circumstances with regard to the other half of the bill of divorce? If we say that there is no one who testifies about it at all, this is problematic: Now the mishna taught that if one agent says: It was written in my presence, and one agent says: It was signed in my presence, in which case this agent testifies with regard to all the writing and that agent testifies with regard to all the signing, it is invalid. When the agent testifies that only half of it was signed in his presence, is it necessary to say that the document is invalid?

¹² Rather, the mishna must be teaching that the bill of divorce is invalid even if there is additional testimony with regard to the second signature. This novelty can be explained either in accordance with the opinion of Rava, who holds that the agent joins with another person to testify about the second signature, or in accordance with the opinion of Rav Ashi, who holds that he testifies about his own signature.

¹³ The Gemara adds: And this is to exclude the opinion of Rav H̥isda, who declares that the document is invalid even when there is a full ratification of the second signature. Because the mishna merely alludes to the novelty in this clause, without specifying it, one may infer only the lesser novelty. Since Rav H̥isda's novelty is greater than that of the other two Sages, had the mishna been taught for that purpose, it should have issued an explicit statement to that effect.

¹⁴ The Gemara rejects this suggestion: Rav H̥isda could have said to you: And according to your reasoning, why do I need the ruling of the mishna which states that if the agent said: It was written in my presence but it was not signed in my presence, the bill of divorce is invalid? The mishna could simply have stated: If he said: All of it was written in my presence and half of it was signed in my

presence, it is invalid. One would have inferred that it is invalid all the more so if one does not testify with regard to the signature at all. Rather, one must say that the tanna teaches the mishna employing the style: Not only this but also that, i.e., each ensuing statement adds something novel.

¹⁵ If so, here too the tanna teaches the mishna employing the style: Not only this but also that. In other words, Rav H̥isda would answer that the above inference, i.e., that the clause dealing with: It was written in my presence but it was not signed in my presence, must be teaching an additional novelty, is incorrect. This is because it is a stylistic feature of the Mishna to teach a less novel case followed by a more novel one, regardless of the fact that had it taught the more novel case first, there would have been no need to mention the less novel case at all. Therefore, there is no need to infer a special, unstated novelty from this clause at all, which means it cannot be cited as proof against Rav H̥isda's greater novelty.

¹⁶ § Tangentially, the Gemara cites a discussion that involves a similar underlying principle. Rav H̥isda says, with regard to Shabbat domains: An embankment, i.e., a height disparity between two surfaces, of five handbreadths and an additional partition of five handbreadths, do not join together to form a partition of ten handbreadths, which is the minimum height for a partition to enclose a private domain. A halakhic partition is regarded as being composed of ten handbreadths only if it is composed entirely of a partition, e.g., a fence, or entirely of the embankment, e.g., a pit or incline.

¹⁷ Mareimar taught: An embankment of five handbreadths and a partition of five handbreadths do join together to form a partition of ten handbreadths. The Gemara comments: And the halakha is that they join together. Rav H̥isda's opinion is analogous to the aforementioned case that a bill of divorce must be either entirely upheld by the agent or entirely upheld by the ratification of its signatures, although the halakha is ruled differently in the case of Shabbat domains.

¹⁸ The Gemara cites another case that is based on the same principle. Ilfa raised a dilemma: With regard to ritual washing, can one's hands be ritually pure in halves, or can they not be ritually pure in halves? The Gemara asks: What are the circumstances of this case? If we say that two people wash with the requisite one quarter-log of water, and therefore in actuality each one of them washes with only half of a quarter-log, but didn't we learn explicitly in a mishna (Yadayim 1:1): With the amount of a quarter-log one can wash the hands of one person and even of two? A quarter-log of water suffices for one person to wash his hands before eating bread, and even two may wash their hands simultaneously with this amount, if they do so in the correct manner.

¹⁹ But rather, Ilfa is referring to a case where one washed his two hands one by one, not both hands at the same time. The Gemara asks: But didn't we learn in a mishna (Yadayim 2:1): With regard to one who purifies one hand by washing with a vessel and one hand by immersing it in a river, his hands are ritually pure? This mishna indicates that there is no need for both hands to be washed simultaneously.

²⁰ But rather, Ilfa's dilemma refers to a case where he washes his hand in two halves, i.e., he first washes one half of his hand and next washes the second half of that same hand. The Gemara asks: But didn't the Sages from the school of Rabbi Yannai say: Hands cannot be rendered ritually pure in halves? If so, one who washes half of his hand and pauses before washing the second half has not performed the act of washing the hands at all. The Gemara answers: No, Ilfa's question is necessary only for a case where there is liquid that is still moist on his hand. When one washes the second half of his hand, some moisture remains on the portion of his hand that he already washed, and therefore

one might think that this liquid joins with the water with which he washes the second half of his hand.

²¹ The Gemara asks: And when there is liquid that rendered one's hand moist, what of it? Is this a relevant factor? But didn't we learn in a mishna (Teharot 8:9):

²² A stream of water, and water descending an incline [katafres], and liquid that rendered an item moist do not connect, neither for ritual impurity nor for purity. These liquids do not connect for impurity, e.g., if impure water is in one place and becomes attached to another source of water pouring from above it, the water above is not considered attached to the impure water and is not rendered impure. They also do not connect for purity, e.g., if two collections of water are attached via the pouring of a stream, they do not join together to form the amount of water necessary to form a valid ritual bath, through which people and items can become ritually pure. If so, liquid that rendered a hand moist should not serve to attach the two halves of one's hand when they are washed.

²³ The Gemara answers: No, this dilemma is necessary in a case where there is liquid that rendered an item moist enough to render another item moist. In other words, the half of the hand that was washed is not merely slightly moist, it is moist enough to render something else moist. The Gemara asks: We already learned this as well: With regard to liquid that rendered an item moist enough to render another item moist, it connects with other liquid. What, then, is Ilfa's dilemma?

²⁴ The Gemara suggests: Perhaps the halakha that liquid rendered an item moist enough to render another item moist joins with other liquid is stated only with regard to the issue of ritual baths, and this is in accordance with the opinion of Rabbi Yehuda. As we learned in a mishna (Mikvaot 7:6): In the case of a ritual bath that contains precisely forty se'a of water, and two people descended and immersed in it, if both of them immersed at the same time they are ritually pure.

²⁵ If they immersed sequentially, then the first person is ritually pure, as he immersed in a ritual bath that contains the requisite amount of water, but the second person is impure, because some of the water must certainly have clung to the first individual as he left the ritual bath. Consequently, after the first person's immersion the ritual bath contained slightly less than the requisite forty se'a of water.

²⁶ Rabbi Yehuda says: If the first person's feet were still touching the water in the ritual bath when the second person immersed, then the second person is also ritually pure. According to the opinion of Rabbi Yehuda, the water left on the body of the person who has immersed connects with the water in the ritual bath to constitute the requisite amount of water. Clearly, in Rabbi Yehuda's opinion, liquid that rendered an item moist enough to render another item moist joins together with other liquid. However, this halakha was stated only with regard to a ritual bath. It remains unclear whether liquid that rendered an item moist enough to render another item moist joins with the water used to wash the second half of one's hand. Perhaps this is the dilemma raised by Ilfa.

²⁷ The Gemara cites another question with regard to this issue. Rabbi Yirmeya says: They said in a mishna (Zavim 5:12): In the case of one whose head and most of his body enter into drawn water after he immersed himself in a ritual bath to purify himself, and a ritually pure person concerning whom three log of drawn water fell on his head and most of his body, both of these people are ritually impure. With regard to this mishna, Rabbi Yirmeya raises a dilemma: If half of a person became purified by entering into drawn water and half of him became purified by having water fall

on him, what is the halakha? Do these acts join together to render him ritually impure or not? No answer is found, and therefore the Gemara says that the dilemma shall stand unresolved.

²⁸ Similarly, Rav Pappa says: They said in a mishna (Mikvaot 3:4): In the case of a sick person who experienced a seminal emission, who had nine kav of drawn water poured over him, this is sufficient to render him ritually pure. He need not immerse himself in a ritual bath. Rav Pappa raises a dilemma: If half of him is purified by immersion and half of him through this act of pouring, what is the halakha? No answer is found for this dilemma either, and the Gemara says that it shall stand unresolved.

²⁹ § The mishna taught that if one says: It was written in my presence, and one says: It was signed in my presence, the bill of divorce is invalid. Rav Shmuel bar Yehuda says that Rabbi Yoḥanan says: They taught that the document is invalid only if the bill of divorce was not produced by both of them in court. In other words, this halakha applies only if they were not both agents for bringing this bill of divorce. Rather, one of them alone fulfilled this role and he did not say: It was written in my presence and it was signed in my presence, in accordance with the rabbinic decree. However, if the bill of divorce was produced by both of them,

³⁰ it is valid. The Gemara comments: Apparently, Rabbi Yoḥanan holds that two people who brought a bill of divorce from a country overseas are not required to say: It was written in our presence and it was signed in our presence.

³¹ Abaye said to Rav Shmuel bar Yehuda: If that is so, if the mishna is referring specifically to a case where the document was not produced by both of them, consider the latter clause of the mishna, which teaches: If two people say: It was written in our presence, and one person says: It was signed in my presence, it is invalid, and Rabbi Yehuda deems it valid.

³² The Gemara infers: The reason this document is invalid is specifically due to the fact that the bill of divorce was not produced by both of them, but if the bill of divorce was produced by both of them would the Rabbis deem it valid? Rav Shmuel bar Yehuda said to Abaye: Yes, the Rabbis would deem this bill of divorce valid.

³³ The Gemara asks: And in a case where the bill of divorce was not produced by both of them, with regard to what underlying principle do they disagree? The Gemara explains: One Sage, the Rabbis, holds: The Sages decree that it is invalid lest people will come to confuse this case with the typical situation of ratification of legal documents. In other words, they will think it is possible to ratify other documents by the testimony of one witness. And one Sage, Rabbi Yehuda, holds that the Sages do not decree that it is invalid for this reason.

³⁴ Some say another version of this discussion: Rav Shmuel bar Yehuda says that Rabbi Yoḥanan says: Even a bill of divorce produced by both of them is invalid. The Gemara comments: Apparently, Rabbi Yoḥanan holds that if two people brought a bill of divorce from a country overseas they are required to say: It was written in our presence and it was signed in our presence.

³⁵ Abaye said to him: If that is so, consider the latter clause of the mishna, which teaches: If two people say: It was written in our presence, and one person says: It was signed in my presence, then the document is invalid. And Rabbi Yehuda deems it valid. Is it true to say that even when the bill of divorce was produced by both of them the Rabbis deem it invalid? Rav Shmuel bar Yehuda said to him: Yes.

³⁶ The Gemara asks: With regard to what principle do the tanna'im disagree? The Gemara answers: One Sage, the Rabbis, holds that the reason for the declaration: It was written in my presence and it was signed in my presence, is because the people who live overseas are not experts in writing a bill of divorce for her sake. Consequently, it is necessary for them to testify about both the writing and the signing for her sake, in accordance with the rabbinic decree, even when two people bring the bill of divorce. And one Sage, Rabbi Yehuda, holds that the reason for the declaration is because there are no witnesses available to ratify it, and when two people bring a bill of divorce there are people available to ratify it, and therefore the declaration is unnecessary.

³⁷ The Gemara asks: If so, shall we say that the disagreement of Rabba and Rava with regard to the two reasons for the declaration is a dispute between tanna'im? The Gemara rejects this suggestion: No, as Rava resolves this issue and explains it in accordance with the first version, that the Rabbis agree that two people who bring a bill of divorce are not required to say: It was written in our presence and it was signed in our presence. Consequently, it is possible that both opinions concur that an agent is required to say: It was written in my presence and it was signed in my presence, so that witnesses will be available to ratify it.

³⁸ And Rabba could have said to you, in accordance with the second formulation of Rabbi Yohanan's statement, i.e., two people who bring a bill of divorce are also required to say: It was written in our presence and it was signed in our presence, that everyone agrees that we require them to issue the declaration because people are not experts in the halakha that it must be written for her sake. And with what are we dealing here? We are dealing with the period after they learned to write a bill of divorce for her sake even overseas.

³⁹ And they disagree with regard to whether there is a rabbinic decree that the bill of divorce is invalid lest the matter return to its corrupt state, i.e., the residents overseas will forget that a bill of divorce must be written for the woman's sake. As one Sage, the Rabbis, holds: The Sages decree that it is invalid for this reason, and therefore the declaration is still required even after they learned. And one Sage, Rabbi Yehuda, holds: The Sages do not decree that it is invalid lest they forget the halakha.

⁴⁰ The Gemara asks: But if so, let Rabbi Yehuda disagree also with regard to the first clause of the mishna, concerning the case where one agent says: It was written in my presence, and the other agent says: It was signed in my presence. Why does he disagree only about a case where two say that the document was written in their presence? The Gemara answers: Rabbi Yehuda disagrees even with regard to the first clause, as it was already stated with regard to the mishna that Ulla said: Rabbi Yehuda was in disagreement even with regard to the first clause.

⁴¹ Rav Oshaya raises an objection to the opinion of Ulla from the following baraita (Tosefta 2:2): Rabbi Yehuda deems the bill of divorce valid in this case but not in another case. What, is it not correct to say that this serves to exclude a case where one says: It was written in my presence, and one says: It was signed in my presence?

⁴² The Gemara rejects this suggestion: No, this serves to exclude a case where only one witness testified: It was signed in my presence but it was not written in my presence. The Gemara asks: Why is it necessary to exclude this case? It might enter your mind to say: Since Rabbi Yehuda did not issue a rabbinic decree that it is invalid lest the matter return to its corrupt state, perhaps he also did not decree that it is invalid lest people will come to confuse this case with the typical situation of ratification of legal documents, which cannot be performed with one witness. Consequently, the

baraita teaches us that although Rabbi Yehuda is not concerned about people forgetting the halakha and therefore holds that there is no longer any reason to be worried about the document not being written for her sake *ab initio*, nevertheless he is still concerned that a bill of divorce might be confused with other legal documents.

⁴³ It was also stated, similar to Rabbi Yoḥanan's statement, but in the name of a different amora, that Rav Yehuda says: With regard to two people who brought a bill of divorce from a country overseas, we have arrived at the dispute between Rabbi Yehuda and the Rabbis.

⁴⁴ § The Gemara relates: Rabba bar bar Ḥana was weak, and Rav Yehuda and Rabba entered to visit him and to inquire about his well-being. While they were there, they raised a dilemma before him: With regard to two people who brought a bill of divorce from a country overseas, are they required to say: It was written in our presence and it was signed in our presence, or are they not required to issue this declaration? He said to them: They are not required to say it, for the following reason: What if they said: She was divorced in our presence, wouldn't they be deemed credible? Therefore, they do not have to state the declaration. In the meantime, while they were sitting there, in came a certain

⁴⁵ Persian priest [ḥabbara] and took the lamp [sheragga] from before them. It was a Persian holiday on which the Persians prohibited the public from maintaining light outside their temple. Rabba, who was from Eretz Yisrael, said: Merciful One! Let us live either in Your shadow or in the shadow of the descendants of Esau, the Romans.

⁴⁶ The Gemara asks: Is this to say that the Romans are preferable to the Persians? But didn't Rabbi Ḥiyya teach: What is the meaning of that which is written: "God understands its way and He knows its place" (Job 28:23)? This means that the Holy One, Blessed be He, knows with regard to the Jewish people that they are unable to accept and live under Roman decrees, and therefore He arose and exiled them to Babylonia. This indicates that living under Babylonian rule is preferable to living under Roman rule.

⁴⁷ The Gemara explains: This is not difficult, as this interpretation of Rabbi Ḥiyya refers to the period before the Persians reached Babylonia, when life there was very comfortable. That statement of Rabba was issued after the Persians reached Babylonia, when the situation changed and living there became more difficult.

⁴⁸ § The mishna taught that if one person says: It was written in my presence, and two say: It was signed in our presence, it is valid. Rabbi Ami says that Rabbi Yoḥanan says: They taught that the document is valid only when the bill of divorce is produced by the witness to the writing, i.e., the one who observed the writing is the agent of the bill of divorce, as they become as two witnesses for this act, the writing, and two for that act, the signing. The agent for the bill of divorce is considered like two witnesses when he testifies with regard to the writing. However, if the bill of divorce was produced by the signatory witnesses it is invalid. This is because only one witness, who is not an agent for the bill of divorce, testifies with regard to its writing.

⁴⁹ The Gemara comments: Apparently, Rabbi Yoḥanan holds that two people who brought a bill of divorce from a country overseas are required to say: It was written in our presence and it was signed in our presence, and if they do not state this declaration the bill of divorce is invalid. Rabbi Asi said to Rabbi Ami: If that is so, how do you explain the first clause of the mishna, which teaches: If two people say: It was written in our presence, and one says: It was signed in my presence, then it is

invalid, and Rabbi Yehuda deems it valid? But do the Rabbis invalidate the document even when the bill of divorce is produced by both of them? Rabbi Ami said to him: Yes.

⁵⁰ The Gemara relates: Another time Rabbi Asi found Rabbi Ami sitting and saying that even if the bill of divorce is produced by the signatory witnesses it is valid. The Gemara notes: Apparently, Rabbi Yoḥanan, in whose name Rabbi Ami stated this halakha, holds that in the case of two people who brought a bill of divorce from a country overseas, they are not required to say: It was written in our presence and it was signed in our presence.

⁵¹ Rabbi Asi said to him: However, if that is so, how do you explain the first clause of the mishna, which teaches: If two people say: It was written in our presence, and one says: It was signed in my presence, it is invalid, and Rabbi Yehuda deems it valid? The Gemara elaborates: The reason it is invalid is that the bill of divorce is not produced by both of them, from which it may be inferred that if the bill of divorce is produced by both of them the Sages would deem it valid.

⁵² Rabbi Ami said to him: Yes. Rabbi Asi replied: But the other time you did not say this to us. You issued a ruling that indicated the opposite conclusion, and when I asked if that was the correct inference you affirmed that my reasoning was correct. Rabbi Ami said to him: What I am now telling you is a spike that will not move; you can rely on this ruling, and I retract my previous statement.

⁵³ MISHNA: If a bill of divorce was written during the day and signed on the same day; or if it was written at night and signed on that same night; or if it was written at night and signed on the following day, then it is valid. The new calendar day begins at night, so that in all of these cases the writing and the signing were performed on the same date. However, if it was written during the day and signed on that same night, it is invalid, as the writing and the signing were not on the same calendar day. Rabbi Shimon deems the bill of divorce valid.

⁵⁴ The mishna explains the ruling of Rabbi Shimon: As Rabbi Shimon would say: All documents that were written during the day and signed at night are invalid because the date recorded in the document is a day prior to the day the document takes effect, except for women's bills of divorce. Since a bill of divorce is not used to collect money, it is of no concern if the date that appears on it is before the time when it was signed.

⁵⁵ GEMARA: It was stated that the amora'im disagreed with regard to the following question: For what reason did the Sages institute the writing of a date on bills of divorce? Why must the date be written if this document is not intended to be used to collect money? Rabbi Yoḥanan says: Due to the daughter of his sister. The Sages were concerned that a man may claim that his divorce occurred earlier than it actually did. For example, if one was married to his niece, and she committed adultery, he may nevertheless desire to protect her judicial sanction and claim that they were already divorced at the time of her infidelity. In order to prevent this from happening, the Sages instituted an ordinance that bills of divorce must be dated.

⁵⁶ Reish Lakish says: The ordinance was instituted due to the produce of her usufruct property. A husband owns the produce of the fields belonging to his wife up to the moment the divorce takes effect. The Sages instituted an ordinance that bills of divorce must be dated because she needs to be able to establish the time of the divorce in case the husband sold or consumed the produce of fields that belong to her after the divorce. If there is no date on the bill of divorce, he will be able to claim that the produce was sold or consumed before the divorce took place.

⁵⁷ The Gemara asks: What is the reason that Reish Lakish did not say in accordance with the opinion of Rabbi Yoḥanan? The Gemara answers: Reish Lakish could have said to you:

⁵⁸ Adultery is infrequent, and the Sages would not institute the dating of a bill of divorce to avoid an infrequent problem.

⁵⁹ The Gemara asks: And what is the reason that Rabbi Yoḥanan did not say in accordance with the reason of Reish Lakish? The Gemara answers that he holds the produce belongs to the husband until the time of the giving of the bill of divorce, and only afterward does the woman have the rights to the produce of her property. If she attempts to collect the value of the produce sold after her divorce, she will be asked to prove when she received the bill of divorce. Therefore, in terms of assisting her to collect these monies, the dating of the bill of divorce does not serve any purpose.

⁶⁰ The Gemara continues and asks: Granted, according to Reish Lakish, due to that reason Rabbi Shimon deems valid a bill of divorce that was signed on the day after it was written, because he holds that the rights to the produce of usufruct property revert to the woman the moment the bill of divorce is written. She is therefore within her rights to collect these monies from the date written in the bill of divorce, even if it was given at a later date. However, according to Rabbi Yoḥanan, who holds that the reason for writing the date is to prevent the husband from shielding his wife from punishment for her infidelity, what is the reason that Rabbi Shimon deems it valid? There is still a concern that he will have the bill of divorce written and dated earlier in order to protect her.

⁶¹ The Gemara answers: Rabbi Yoḥanan could have said to you: I am not speaking in accordance with the opinion of Rabbi Shimon, as he clearly is not concerned with the husband's shielding his wife from punishment. When I speak, it is in accordance with the opinion of the Rabbis, who hold that if the bill of divorce was signed on the night following its writing, it is invalid.

⁶² The Gemara asks: Granted, according to Rabbi Yoḥanan, this is the difference between the opinion of Rabbi Shimon and the opinion of the Rabbis. However, according to Reish Lakish, what difference is there between Rabbi Shimon and the Rabbis?

⁶³ The Gemara answers: The practical difference between them pertains to the produce of the wife's property from the time of the writing until the time of the signing. According to the Rabbis, the rights to the produce revert to the wife only once the bill of divorce is signed, and the bill of divorce must be dated then. According to Rabbi Shimon, the woman's rights to the produce go into effect the moment the bill of divorce is written, and the date on which it was signed is irrelevant.

⁶⁴ The Gemara challenges the explanation as to why Rabbi Yoḥanan does not agree with Reish Lakish: But didn't we hear Rabbi Yoḥanan and Reish Lakish say the opposite of this? As it is stated that they had a dispute with regard to the question: From when does the court remove the property from the possession of the husband, i.e., when does he lose his right to the produce? Rabbi Yoḥanan said: From the time of the writing of the bill of divorce, and Reish Lakish said: From the time of the giving of the bill of divorce. This does not accord with what was stated above, that Rabbi Yoḥanan holds that the husband retains the rights to the produce until the bill of divorce is given and Reish Lakish holds that the wife regains the rights beforehand. Here, their opinions are the opposite of the way the Gemara explained earlier.

⁶⁵ The Gemara answers: Reverse the opinions in this final dispute so that it is Reish Lakish who holds that the rights to the produce revert to the woman at the time of writing and it is Rabbi Yoḥanan who holds that it is at the time of giving the divorce.

⁶⁶ § The Gemara records a series of questions with regard to the parameters of the ordinance that bills of divorce should be dated. Abaye said to Rav Yosef: It was taught in a mishna (86a): Three bills of divorce are invalid, but if a woman married after she received one of these bills of divorce then the offspring is of unflawed lineage, meaning that the husband and wife are divorced after the fact. One of the three bills of divorce listed is a bill of divorce that does not have a date. Abaye asks: Being that the divorce does take effect, what did the Sages accomplish with their ordinance requiring that the date appear on a bill of divorce? Either way the bill of divorce is valid after the fact without a date. The Gemara answers: It is effective in that she may not marry *ab initio* as a result of receiving this bill of divorce, which consequently limits the usage of such a bill of divorce.

⁶⁷ Abaye continued to ask of Rav Yosef: If the husband cut out its date after the dated bill of divorce was written and gave it to her, what is the halakha? May the bill of divorce be used *ab initio*? He said to him: We are not concerned about a deceiver. The ordinance requiring that the bill of divorce be dated does not apply in this case, as it was dated when it was written.

⁶⁸ Abaye continued and asked: If the date written in the bill of divorce made reference only to the seven-year Sabbatical cycle in which it was written, or only to the year, or only to the month, or only to the week, but the precise date was not recorded, then what is the halakha? May such a bill of divorce be used *ab initio*? He said to him: It is valid to be used *ab initio*. Abaye asked him: If so, what did the Sages accomplish with their ordinance requiring the dating of the bill of divorce? Regardless of the reason for recording the date, such vague dating will not ameliorate the problem.

⁶⁹ Rav Yosef answered: It helps for the seven-year period before it and the seven-year period after it. If witnesses testify that the woman committed adultery before this seven-year period, then she is liable; if the husband sells produce after this seven-year period, then the woman can recover it. The reason for this is because if you do not say so, i.e., that a limited benefit is enough to justify the ordinance, then on that day itself, do we know if it was written in the morning or in the evening? All of the issues that were mentioned before could apply also to that day itself. Rather, the date is effective for the day before it and the day after it. Here also, writing the seven-year period is effective for the seven-year period before it and the seven-year period after it.

⁷⁰ Ravina said to Rava: If he writes the bill of divorce,

⁷¹ and puts it in his pocket without giving it to her, as he thought that if she appeases [*mippayyesa*] him he will be appeased, what is the halakha when he then does give it to her? Since the date on the document is incorrect, did the Sages institute an ordinance that such a bill of divorce should not be used?

⁷² Rava said to him: A person does not hasten a calamity on himself and will not ordinarily prepare a bill of divorce in advance. Rather, he will wait until he is ready to divorce his wife. Since this scenario is unlikely, the Sages did not see a need to institute an ordinance pertaining to it.

⁷³ Ravina said to Rav Ashi: When there are bills of divorce that come from a country overseas which are written, for example, in the month of Nisan, and they do not reach the woman until the month of Tishrei, what did the Sages accomplish with their ordinance to date the bill of divorce? All of the

concerns about an undated bill of divorce still apply. He said to him: Concerning these bills of divorce from overseas, it is public knowledge that they do not take effect from the date on which they were written. Therefore, if there is a conflict over produce the husband has sold, the woman must bring witnesses to testify as to when she received her bill of divorce.

⁷⁴ § The Sages decreed that it is prohibited for a woman to remarry within three months of her divorce or her becoming a widow, in order to prevent a situation of doubt concerning the paternity of a child. It was stated: From when does one begin counting the three months with regard to a bill of divorce? Rav says: From the time of the giving of the bill of divorce, and Shmuel says: From the time of the writing of the bill of divorce.

⁷⁵ Rav Natan bar Hoshaya objects to this: According to the statement of Shmuel, now people will say: If two women who live in one courtyard received their bills of divorce at the same time, but the first document was written at the time of the divorce and the second one was written earlier, then this woman is still prohibited from remarrying, as three months have not yet passed from when her bill of divorce was written; and that woman is already permitted to remarry. This does not seem reasonable. Abaye said to him: This is not difficult. With regard to this woman, the date of her bill of divorce proves concerning her that she may not remarry yet; and with regard to that woman, the date on her bill of divorce proves concerning her that she may remarry already.

⁷⁶ The Gemara comments: It is taught in a baraita in accordance with the opinion of Rav, and it is taught in a baraita in accordance with the opinion of Shmuel. The Gemara explains: It is taught in a baraita in accordance with the opinion of Rav that the three-month count begins from when the bill of divorce is given: In the case of one who sends a bill of divorce to his wife, and the agent tarries on the way for three months, once the bill of divorce reaches her hand she must wait three months before remarrying. And one need not be concerned that it is an outdated bill of divorce, i.e., that the husband and wife were secluded after it was written, rendering the bill of divorce invalid, because he was not secluded with her during the time the bill of divorce was being delivered.

⁷⁷ It is taught in another baraita in accordance with the opinion of Shmuel that the count begins from the time of the writing: In the case of one who is about to travel and deposits a bill of divorce for his wife with a trustee and says to him: Give it to her only after three months, once he gives it to her, she is permitted to marry immediately and is not required to wait an additional three months. And one need not be concerned that it is an outdated bill of divorce, as he was not secluded with her in the interim.

⁷⁸ It is told that Rav Kahana and Rav Pappi and Rav Ashi would in practice count three months from the time of the writing, but Rav Pappa and Rav Huna, son of Rav Yehoshua, would in practice count these three months from the time of the giving. And the halakha is that the counting begins from the time of the writing.

⁷⁹ § The Gemara discusses another dispute between Rav and Shmuel with regard to documents. According to the terms of a marriage contract, a widow is entitled to payment of its value upon the death of her husband. By Torah law, all outstanding debts are canceled at the close of the Sabbatical Year. A woman need not take her marriage settlement as soon as her husband dies. The issue at hand is at what point the marriage contract generates a concrete debt that will be canceled by the Sabbatical Year. It was stated: From when is the debt established by a marriage contract canceled in the Sabbatical Year?

⁸⁰ Rav says: The marriage contract becomes like a debt and will be canceled in the Sabbatical Year from the time when the woman collects partial payment and establishes the rest as a debt in court. And Shmuel says: This occurs when she either collects partial payment although she did not establish it as debt, or she established the entire value of the marriage contract as a debt in court although she did not collect partial payment.

⁸¹ With regard to this dispute, it is taught in a baraita in accordance with the opinion of Rav, and it is taught in a baraita in accordance with the opinion of Shmuel. It is taught in a baraita in accordance with the opinion of Rav: From when is the debt established by a marriage contract canceled? From when she accepts partial payment and establishes the rest as a debt in court. However, if she accepted partial payment but did not establish the debt, or established the debt but did not accept partial payment, then it is not canceled until she accepts partial payment and establishes the debt.

⁸² It is taught in another baraita in accordance with the opinion of Shmuel: If the fine and damages paid by one who commits rape; or the fine paid by one who falsely claims his wife was not a virgin at the time of their wedding; or the fine paid for seduction; or the debt established by a woman's marriage contract was established as a loan, then the Sabbatical Year cancels it. And if one did not establish these payments as loans, then the Sabbatical Year does not cancel them. From when is it considered that these payments have been established as a loan? From the time of standing trial, because the abstract obligation to pay becomes a debt once the court ruled that one is required to pay.

⁸³ § The Gemara discusses other aspects of the marriage contract. Shmuel said: A marriage contract is considered to be like a court enactment. Just as court enactments may be written during the day and then signed at night, and the fact that the writing and signing were not performed on the same day does not present a problem, so too, a marriage contract may be written during the day and then signed at night. It is told: Rabbi Ḥiyya bar Rav's marriage contract was written during the day and then signed at night, and Rav was there and he did not say anything to the people who wrote and signed it. This indicates that Rav agrees with the ruling of Shmuel.

⁸⁴ The Gemara asks: Shall we say he holds in accordance with the opinion of Shmuel? The Gemara rejects this: This cannot be proven from here because the scribe and witnesses were continuously engaged in that matter of writing the marriage contract, from when it was written in the day until they signed it at night, as it is taught in a baraita that Rabbi Elazar bar Rabbi Tzadok said: The Sages taught that a document written during the day and signed at night is invalid only when the scribe and witnesses were not continuously engaged in that matter, but if they were continuously engaged in that matter until nightfall, then it is valid.

⁸⁵ § The mishna taught that Rabbi Shimon deems valid a bill of divorce written during the day and signed at night. Rava said: What is the reason for the opinion of Rabbi Shimon? He holds that once the husband has decided to divorce her, he no longer has the rights to the produce from his wife's property, and it is clear that he has decided to divorce her when he writes a bill of divorce. Consequently, the woman obtains the rights to the produce from the moment the bill of divorce was written, regardless of when it was signed.

⁸⁶ Reish Lakish says: Rabbi Shimon deems such a bill of divorce valid only if it is signed immediately, when the witnesses signed the bill of divorce during the night after it was written. However, if the delay in signing was from now, i.e., when the bill of divorce was written, until ten days have elapsed, i.e., when there is an extended delay, he does not deem it valid.

⁸⁷ Why not? Because we are concerned that perhaps he appeased his wife and engaged in sexual intercourse with her, thereby invalidating the bill of divorce. And Rabbi Yoḥanan said: Even if the delay in signing was from now until ten days later Rabbi Shimon deems it valid. There is no concern that he appeased her because if it is so that he appeased her, then the matter becomes public knowledge, and all would hear of it.

⁸⁸ § It was stated that Rabbi Yoḥanan and Reish Lakish disagreed with regard to the following case: If the husband says to ten men: Write a bill of divorce for my wife, Rabbi Yoḥanan says: He means that all of them should sign the bill of divorce. Two of them function as witnesses, and all the rest of them sign the bill of divorce only due to the stipulation that the husband had stated. He made the bill of divorce dependent upon all of them signing, but he did not mean that ten men need to actually function as witnesses. And Reish Lakish says: All of them function as witnesses.

⁸⁹ The Gemara asks: What are the circumstances in which all of them have to sign? If we say that he did not say to them: All of you, but just said to them: You should write a bill of divorce for my wife, didn't we learn in a mishna (66b) that if one said to ten people: Write a bill of divorce for my wife, then one would write, and two would sign, and not all ten of them are required to sign. Rather, the case of their dispute is when he said to them: All of you write a bill of divorce for my wife, and in this instance it was taught later on in that mishna that one person writes the bill of divorce and everyone else must sign it.

⁹⁰ The Gemara asks: What is the difference between Rabbi Yoḥanan and Reish Lakish; what is the difference if the rest of the men function as witnesses or just in order to fulfill the man's stipulation? The Gemara answers: There is a difference between them in a case where two of them signed on that day and the rest signed not on the day it was written but from now until ten days later. According to the one who says that the other signatures are due to the stipulation, the bill of divorce is valid, because two witnesses signed the bill of divorce on the same day that it was written, and the stipulation was also fulfilled. And according to the one who says that all these people sign due to his wish that they all function as witnesses, it is invalid because not all the witnesses signed the bill of divorce on the day it was written.

⁹¹ Alternatively, there is another difference between them, in a case where one of these ten people is found to be a relative of the husband or wife, or is otherwise found to be disqualified to serve as a witness. According to the one who says that the other signatures are due to the stipulation, this bill of divorce is valid because the disqualified person did not serve as a witness. He just signed the bill of divorce in order to fulfill the stipulation, and the bill of divorce has the signature of two qualified witnesses. According to the one who says that all these people sign due to the man's wish that they all function as witnesses, the bill of divorce would be invalid, as is the case whenever one member of a group of witnesses is disqualified.

⁹² The Gemara adds another point of dispute: According to Rabbi Yoḥanan, who holds that the other witnesses sign due to the husband's stipulation, if a relative or other disqualified witness signed at the beginning, before two valid witnesses had signed, then some say the bill of divorce is valid and some say that it is invalid. Some say that it is valid because the request for ten signatures is a stipulation. Since these ten people are not meant to serve as witnesses and are meant only to fulfill the stipulation, it makes no difference if they signed at the beginning or at the end. Some say that it is

invalid because there is a concern that the courts will come to confuse it with typical documents, and they will rely on disqualified witnesses in those cases.

⁹³ It is told: There was a certain person who said to ten men: Write a bill of divorce for my wife. Two of them signed that day and the others signed after a delay from now until ten days later. He came before Rabbi Yehoshua ben Levi to ask what the halakha is with regard to such a bill of divorce. Rabbi Yehoshua ben Levi said to him:

⁹⁴ Rabbi Shimon, who permitted using a bill of divorce that was written during the day and signed at night, is worthy of being relied upon in exigent circumstances. Therefore, once such a bill of divorce has been written and given, the woman is divorced.

⁹⁵ The Gemara challenges: But didn't Reish Lakish say: Rabbi Shimon deemed such a bill of divorce valid only if it was signed immediately, but after a delay from now until ten days, no. The Gemara answers: With regard to that question, whether the others must sign immediately, Rabbi Yehoshua ben Levi holds in accordance with the opinion of Rabbi Yoḥanan, who holds that they may sign after a delay.

⁹⁶ The Gemara challenges: But didn't Rabbi Yoḥanan say: Two of them function as witnesses, and all the rest of them sign the bill of divorce only due to the stipulation? It is clear that Rabbi Yehoshua ben Levi does not hold in accordance with the opinion of Rabbi Yoḥanan, as Rabbi Yehoshua ben Levi is concerned about the other witnesses and deems the bill of divorce valid only due to exigent circumstances. The Gemara answers: With regard to this, i.e., why the additional people must sign, he holds in accordance with the opinion of Reish Lakish that all of them function as witnesses.

⁹⁷ MISHNA: One may write a bill of divorce with any material that can be used for writing: With deyo, with paint [sam], with sikra, with komos, with kankantom or with anything that produces permanent writing. However, one may not write with other liquids, nor with fruit juice, nor with anything that does not produce permanent writing.

⁹⁸ Similarly, with regard to the document itself, one may write on anything, even on an olive leaf, or on the horn of a cow. And the latter is valid if he gives her the entire cow. Likewise, one may write a bill of divorce on the hand of a slave, and that is valid if he gives her the slave. Rabbi Yosei HaGelili disagrees and says: One may not write a bill of divorce on any living thing, nor may it be written on food.

⁹⁹ GEMARA: The Gemara begins by explaining the terms used in the mishna: Deyo refers to what is called deyota, ink, in Aramaic. Sam refers to samma, arsenic. With regard to sikra, Rabba bar bar Ḥana said: Its name in Aramaic is sikreta, red dye, derived from minium, which is also known as red lead. Komos, tree resin, is known as kuma in Aramaic. With regard to kankantom, Rabba bar bar Ḥana said that Shmuel said: This is the black substance used by cobblers, iron sulfate.

¹⁰⁰ The mishna taught that one is allowed to write a bill of divorce with anything that produces permanent writing. The Gemara asks: This statement is meant to add what? The Gemara answers: To add what Rabbi Ḥanina taught: If he wrote it with mei teriya or water in which gallnuts [aftza] were soaked, then it is valid, as the writing is permanent. Rabbi Ḥiyya teaches: If he wrote it with lead, with coals, or with black paint then it is valid.

¹⁰¹ § It was stated that there was a related discussion about different types of writing: In the case of one who passes ink over letters written in red dye on Shabbat, Rabbi Yoḥanan and Reish Lakish both

say that he is liable to bring two sin-offerings for this: One due to violating the prohibition against writing on Shabbat, because he is now writing letters in ink, and one due to violating the prohibition against erasing on Shabbat, because as he writes he erases what is written in red dye. They also agree in the case of ink written on top of ink, or red dye on top of red dye, that according to everyone he is exempt, because he changed nothing with his writing. However, if he wrote with red dye on top of ink, then some say that he is liable and some say that he is exempt.

¹⁰² The Gemara explains these opinions: Some say that he is liable because it is erasing, as he erases the higher-quality, original writing. Some say that he is exempt because he is destroying and one who acts destructively is exempt, as he has not performed planned, constructive labor on Shabbat.

¹⁰³ This dispute pertains to the halakhot of Shabbat. With regard to the signing of documents, Reish Lakish raised a dilemma before Rabbi Yoḥanan: If there are witnesses who do not know how to sign their names, what is the halakha: May their names be written for them with red dye, and afterward they will sign on top of it in ink? The question is: Is the upper writing, which was not directly on the document but on top of other ink, considered to be writing, or is it not writing? He said to him: It is not writing. Consequently, this may not be done for witnesses who do not know how to sign.

¹⁰⁴ Reish Lakish said to him: Didn't our master, i.e., Rabbi Yoḥanan, teach us that the upper writing is considered to be writing with regard to the halakhot of Shabbat? Rabbi Yoḥanan said to him: And because we compare the halakhot pertaining to bills of divorce to the halakhot of Shabbat, shall we perform an action and teach that a bill of divorce may be written in this manner?

¹⁰⁵ § It was stated that there was a dispute with regard to the following question: What should be done for witnesses who do not know how to sign? Rav says: One tears blank paper for them, meaning that a stencil of their names is fashioned from blank paper and placed on the bill of divorce. The witnesses then fill in the gaps with ink so that their names appear on the document. And Shmuel says: One first writes their names on the document with lead, and the witnesses write over those letters.

¹⁰⁶ The Gemara asks: Would it enter your mind to say that they actually write for them with lead? But didn't Rabbi Ḥiyya teach: If he wrote it with lead, with coals, or with black paint, then it is valid? It can be seen from this baraita that writing with lead is considered to be a valid form of writing, and, as Rabbi Yoḥanan taught, if one writes on top of other writing then the second writing is not accepted for the signing of documents. The Gemara answers: This is not difficult: This, that Shmuel allowed the witnesses to sign on top of lead writing, applies only when the first writing was done with lead itself, which is not considered to be writing on its own. That, Rabbi Ḥiyya's statement that it is valid for writing a bill of divorce, applies only when the first writing was done using lead water, i.e., water colored black with lead.

¹⁰⁷ Rabbi Abbahu said: A solution would be to write the names for these witnesses with gall water [mei milin] and have them trace their names with ink. The Gemara challenges: But didn't Rabbi Ḥanina teach that if he wrote a bill of divorce with mei teriya or water in which gallnuts were soaked it is valid? As this is so, any additional writing over the writing in gall water should not be accepted as a valid signature.

¹⁰⁸ The Gemara answers: This is not difficult. This suggestion of Rabbi Abbahu, that the document be prepared with the names of the witnesses written with gall water, refers to a case where the parchment was processed with gallnuts. That statement of Rabbi Ḥanina, that gall water may be used

on its own to write a bill of divorce, refers to a case where the parchment was not processed with gallnuts. The reason for the difference is because gall water is not permanent when applied on top of gall water, i.e., on parchment that was processed with gallnuts. Therefore, if the parchment was processed using gallnuts, the writing of the names of the witnesses, done with gall water, will not be permanent, and the witnesses may sign their names on top of that writing. When the baraita states that witnesses may sign their names with gall water, it is referring to a case where the parchment was not processed with gallnuts, so the gall water signature will be permanent.

¹⁰⁹ Rav Pappa said: A solution would be to write the names for these witnesses with saliva and have them trace their names with ink. And so Rav Pappa instructed Pappa the ox herder, who did not know how to sign his name, that the court should write his name with saliva and he should trace it with ink. The Gemara comments: This matter, the leniency to have the witnesses trace their names, applies only to bills of divorce, as there is a concern that witnesses will not be found, and the woman will be unable to remarry. However, for financial documents, the Sages did not allow this, and one must instead find witnesses who know how to sign their names.

¹¹⁰ It is told that there was a certain person who performed an action and allowed witnesses to trace their names in a case of other documents, which were not bills of divorce, and Rav Kahana ordered that he be flogged for doing so.

¹¹¹ It is taught in a baraita in accordance with the opinion of Rav: In the case of witnesses who do not know how to sign, one tears a blank piece of paper for them, and they fill in the gaps with ink.

¹¹² Rabban Shimon ben Gamliel said: In what case is this statement said? For bills of divorce. However, for bills of manumission and for all other documents, if the witnesses know how to read and how to sign, then they sign, and if they do not know how to read and sign they do not sign.

¹¹³ The Gemara asks: With regard to reading, who mentioned anything about it? Why does Rabban Shimon ben Gamliel mention the need for witnesses to be able to read when the discussion is about a witness who does not know how to sign? The Gemara answers: The baraita is incomplete, and this is what it is teaching: In the case of witnesses who do not know how to read, one reads the document in their presence and they sign. And in the case where they do not know how to sign, then one tears paper in the form of a stencil and they fill in the gaps with ink. With regard to this, Rabban Shimon ben Gamliel said: In what case is this statement said? For bills of divorce. However, for bills of manumission and for all other documents, if the witnesses know how to read and how to sign, then they sign, and if not they do not sign.

¹¹⁴ Rabbi Elazar says: What is the reason of Rabban Shimon ben Gamliel, who permitted this only for bills of divorce? He holds that there is reason to be lenient with bills of divorce, so that the daughters of Israel should not be deserted. Requiring literate witnesses for bills of divorce could lead to a scenario in which a husband wishes to travel and wants to give his wife a bill of divorce in case he shall not return, but if he does not find literate witnesses he may leave without divorcing her, leaving her unable to remarry.

¹¹⁵ Rava says: The halakha is in accordance with Rabban Shimon ben Gamliel. And Rav Gamda said in the name of Rava: The halakha is not in accordance with Rabban Shimon ben Gamliel. The Gemara asks: Rather, in accordance with whose opinion is the halakha? Is it in accordance with the opinion of the Rabbis, and it is permitted to do this for any document?

¹¹⁶ But wasn't there a certain person who performed an action, and allowed witnesses to trace their names in a case of other documents that were not bills of divorce, and Rav Kahana ordered that he be flogged for doing so? The Gemara answers: Rav Gamda interpreted the statement of Rava only with regard to reading, meaning that the halakha is in accordance with the Rabbis and not Rabban Shimon ben Gamliel only with regard to the question of whether other documents may be read to the witnesses, but not with regard to whether they may sign other documents by means of a stencil.

¹¹⁷ It is told that Rav Yehuda was nearly blind in his old age. He could barely read and he took great pains to read and sign documents as a witness or a judge. Ulla said to him: It is not necessary for you to do this, as the court scribes would read in the presence of Rabbi Elazar the master, i.e., the halakhic authority of Eretz Yisrael, and he would sign; and the court scribes would read documents before Rav Naḥman and he would sign; and you may do the same. The Gemara notes: And this was done specifically in a case like that of Rav Naḥman and the court scribes, as they had fear of him because he was a great man and a judge to whom they were subservient. Therefore, there was no concern that they would not read it correctly. However, for Rav Naḥman and other scribes, or the court scribes and another person, no; the document may not be read to the witness, as the scribes may read it incorrectly to him.

¹¹⁸ The Gemara recounts the behavior of another amora who had documents read to him: When documents that were written in Persian and that were produced in gentile courts came before Rav Pappa, who did not know how to read Persian, he would have it be read by two gentiles, each one not in the presence of the other and in a way that each one would speak offhandedly, without knowing that they were giving testimony. Once he clarified what was written in the document he would collect payment with it even from lien property that had been sold, as he held that such a document is entirely valid with regard to monetary law.

¹¹⁹ Rav Ashi said that Rav Huna bar Natan said to me that so said Ameimar: With regard to this Persian document, on which Jews are signed as witnesses, the court is able to collect payment with it, even from lien property that had been sold.

¹²⁰ The Gemara asks: But they don't know how to read, as most Jews did not read Persian. The Gemara answers: Ameimar's statement applies when they know how to read Persian. The Gemara questions how the court can rely upon such a document: But don't we require all legal documents to be written in a writing that cannot be forged; and it is not so in documents produced by Persians, as the Persians were not particular about this when writing their legal documents. The Gemara answers: His statement applies in a case where the paper of the documents was processed with gall. Consequently, it is not possible to forge the writing. But we require a document to recap the essential topic of the document in its last line; and it is not so in the case of Persian documents. The Gemara answers: Ameimar's statement applies in a case where the document recapped the essential topic of the document in the final line.

¹²¹ The Gemara asks: But if Ameimar's statement applies only when all these conditions are met, then what is he teaching us, that a document that is properly written in any language is valid? We already learned in a mishna (87b): In the case of a bill of divorce that he wrote in Hebrew and its witnesses signed in Greek, or one that he wrote in Greek and its witnesses signed in Hebrew, it is valid. If this is written in the mishna, Ameimar's statement would not simply repeat it.

¹²² The Gemara answers: This cannot serve as a clear proof, because if the only source for this halakha were from that mishna then I would say: This statement applies only for bills of divorce, where the Sages were lenient so that a woman would not be unable to remarry. However, for other documents, no. Consequently, Ameimar teaches us that other types of documents are valid if they are written in other languages as well.

¹²³ § Shmuel says: If a man gave his wife a blank piece of paper and said to her: This is hereby your bill of divorce, then she is divorced. Why? We are concerned that perhaps he wrote it with gall water, rendering it a valid bill of divorce, and the writing was subsequently absorbed into the paper so that it was no longer visible.

¹²⁴ The Gemara raises an objection based on what was taught in a baraita (Tosefta 8:2): If a husband said to his wife: This is hereby your bill of divorce, and instead of opening it and looking at it she took it and threw it into the sea, or into a fire, or into anything that destroys it; and he later said: It wasn't actually a bill of divorce, rather it is a document of appeasement [shetar passim], a symbolic promissory note meant only for display so that the person holding it will be considered to be wealthy; or he said: It is a document of trust, which is a false promissory note given by one person to another, trusting that he will not make use of it until there has been an actual loan; then she is divorced. And he does not have the power to make her forbidden to everyone else as a married woman by saying that it was not a bill of divorce and they are still married.

¹²⁵ The Gemara makes an inference from the baraita: The reason she is divorced is because this bill of divorce has writing, and there is no way to ascertain what was written, but if it did not have writing, then no, there is no concern that perhaps it was a valid bill of divorce written with gall water. This runs counter to the statement of Shmuel. The Gemara answers: When Shmuel said that the woman was divorced with a blank piece of paper, it was in a case where we check the paper with a colored liquid [maya denara]. If the paper expels the writing, then it expels it and it is a valid bill of divorce. And if it does not expel it, then the document is nothing and she is not divorced.

¹²⁶ The Gemara asks: And if the paper expels the writing, what of it? It is possible that only now it expels the writing and the letters become visible, but from the beginning there was no legible writing and therefore the document should be considered invalid. The Gemara answers that even Shmuel said only: We are concerned, and he does not hold that it is a valid bill of divorce. Rather, the court takes into account the possibility that what he gave her in the beginning was a valid bill of divorce, and the halakha is that it is uncertain if she is divorced.

¹²⁷ Ravina said: Ameimar said to me that so said Mareimar in the name of Rav Dimi: These two witnesses who testify that the bill of divorce was given in their presence are required to read it. The Gemara raises an objection to this based on what was taught in a baraita: If a man says to a woman: This is hereby your bill of divorce, and instead of opening it and looking at it she took it and threw it into the sea, or into a fire, or into anything that destroys it, and he later said: It wasn't actually a bill of divorce, but rather, it is a document of appeasement, or it is a document of trust; then she is divorced, and he does not have the power to make her forbidden to everyone else as a married woman by saying that it was not a bill of divorce and they are still married. And if you say that the witnesses need to read the bill of divorce, then is the husband able to say this to her after they read it?

¹²⁸ The Gemara answers: No, it is necessary for Rav Dimi to teach his halakha in a case where after they read it, the husband placed it under his arm, and later took it out, and gave it to the woman

without it being read again. Lest you say that he switched it with another document, and what he gave her was not a bill of divorce but a document of appeasement or trust as he claims, Rav Dimi teaches us that the court need not be concerned that he switched it.

¹²⁹ The Gemara tells: There was a certain man who threw what he claimed was a bill of divorce to his wife, into her courtyard, among the barrels, and in the end a mezuzah was found there. The question is: Is there a concern that he threw her a bill of divorce, and the bill of divorce was destroyed, and the mezuzah happened to be in the same location? Or perhaps he threw her the mezuzah and only claimed that it was a bill of divorce. Rav Nahman said: A mezuzah is infrequently placed among the barrels, and it can be assumed that he threw the mezuzah and not a bill of divorce.

¹³⁰ The Gemara comments: And this statement applies only when one mezuzah was found. However, if two or three mezuzot were found, then the assumption is that as this, the other mezuzah, was there, this mezuzah was also there before the husband came, and as to the bill of divorce, say that the mice later took it, and the woman was already divorced from the moment it reached her courtyard.

¹³¹ It is told: There was a certain man who entered the synagogue, took a Torah scroll, and gave it to his wife. And he said to her: This is your bill of divorce. Rav Yosef said: For what is there to be concerned for it? If you say that there should be a concern due to gall water, that perhaps he wrote a bill of divorce on the outside of the Torah scroll's parchment with gall water, and this writing is now invisible, gall water is not permanent when applied on top of gall water. Since parchment for the Torah scroll is processed with gall water, it is not possible to write something with gall water that will remain permanently on the parchment itself. Therefore, there is no concern that he wrote a bill of divorce on the parchment.

¹³² If there is a concern that the Torah scroll can effect a divorce due to the verses concerning severance of marriage that there are in it, as it is written: "And he writes her a scroll of severance" (Deuteronomy 24:1), this is also not problematic, since it is required, as it states: "And he writes her." This indicates that the bill of divorce must be written for her sake, i.e., it must be written for the express intent of being used to effect divorce between this specific man and this specific woman, and this is not so in the case of a Torah scroll.

¹³³ And if you would say that there is reason to be concerned that perhaps he first gave a dinar to the scribe at the outset, when he wrote the Torah scroll, and told him to write the verses discussing divorce for his wife's sake, isn't there a need for other things to be written in a bill of divorce as well, as the mishna (80a) teaches: If the scribe changed his name or her name, the name of his city or the name of her city, then the bill of divorce is invalid. The validity of a bill of divorce depends upon these details being written, and they are not in the Torah scroll.

¹³⁴ The Gemara asks: But if so, what is Rav Yosef teaching us with his statement? It seems obvious that there is no reason why a Torah scroll could be used as a bill of divorce. The Gemara says: He is teaching us that gall water is not permanent when applied on top of gall water. The novel idea is that there is no need to be concerned that the scribe wrote a bill of divorce in gall water on the outside of the Torah scroll.

¹³⁵ § Rav Hisda says: If a bill of divorce was written not for her sake, and the scribe passed over it with a reed pen, meaning that he wrote on top of what was already written, for her sake, then here we have arrived at the dispute between Rabbi Yehuda and the Rabbis.

¹³⁶ As it is taught in a baraita: If a scribe writing a Torah scroll was at a point in the text that he needed to write the name of God, spelled yod, heh, vav, heh; and he erred and intended to write Yehuda, spelled yod, heh, vav, dalet, heh, but he made a mistake when writing Yehuda and did not place a dalet in the word, thereby unintentionally writing the name of God in the correct place, then he should pass over it with a reed pen. He writes over what was written and sanctifies it with the intention that he is writing the name of God. This is the statement of Rabbi Yehuda. And the Rabbis say: Even if he adds a second layer of ink, the name has not been written in the optimal manner. According to Rabbi Yehuda, one can supply the intention of writing the name of God for its own sake even when adding a second layer of writing over the first, while according to the Rabbis one cannot. The same dispute would presumably apply in the case of a bill of divorce.

¹³⁷ Rav Aḥa bar Ya'akov said: Perhaps that is not so, and the Rabbis say only there, in the case of a Torah scroll, that one may not write the name of God in this manner, because it is required that one perform anything sacred, including the writing of a Torah scroll, in accordance with the verse: "This is my God, and I will glorify Him" (Exodus 15:2). This verse requires that mitzvot be performed in a way that is glorious and aesthetically pleasing, and rewriting in this manner is not considered beautiful. But here, with regard to a bill of divorce, there is no requirement that the bill of divorce be written beautifully, and therefore writing over the bill of divorce is acceptable according to the Rabbis as well.

¹³⁸ § Rav Ḥisda said: I am able to invalidate all the bills of divorce in the world. Most bills of divorce are written in a way that they could be declared invalid. If one were to be particular about certain details, then there would be no valid bills of divorce. Rava said to him: What is the reason that you could invalidate them? If we say: Most bills of divorce are invalid because it is written in the Torah: "And he writes her a scroll of severance" (Deuteronomy 24:1), and here, in the case of most bills of divorce, she writes it for him, as it is customary for a woman to pay a scribe to write the bill of divorce, but then perhaps it could be maintained that the Sages transferred the ownership of the bill of divorce to him, and it is considered as if he wrote it.

¹³⁹ But rather, you might say that it is because it is written: "And gives" (Deuteronomy 24:1), which is usually understood to mean that the item given must have some monetary value, and here in the case of most bills of divorce he doesn't give her anything of value. Perhaps the mere giving of the bill of divorce is the giving mentioned in the Torah, even if it does not have any monetary value. Know that it is not a requirement that the bill of divorce have monetary value, as the Sages sent this message from there, from Eretz Yisrael: If he wrote a bill of divorce on items from which benefit is forbidden, then although the bill of divorce is completely lacking monetary value, the bill of divorce is valid.

¹⁴⁰ § The Gemara discusses the matter itself: The Sages sent this message from there, from Eretz Yisrael: If he wrote a bill of divorce on items from which benefit is forbidden, the bill of divorce is valid. Rav Ashi said: We, too, learn in the mishna that a bill of divorce may be written on an olive leaf, which has virtually no monetary value. This teaches that the bill of divorce need not have any value on its own, and even forbidden items, which have no value at all, may be used as the base on which the bill of divorce is written. The Gemara rejects this: Perhaps an olive leaf is different, because it can combine with more leaves, and they will add up to have monetary value. However, an item from which one is prohibited from benefiting lacks value entirely, even in large quantities.

¹⁴¹ With regard to the same halakha, the Gemara quotes an additional source. It is taught in a baraita that Rabbi Yehuda HaNasi says: If the scribe wrote a bill of divorce on items from which benefit is forbidden, it is valid. Levi went out and expounded upon this halakha in the name of Rabbi Yehuda HaNasi, and they did not praise him. He then expounded this halakha in the name of the majority, as an unattributed halakha, and they praised him. Apparently, the halakha is in accordance with the opinion of Rabbi Yehuda HaNasi. Therefore, when he stated the halakha in the name of Rabbi Yehuda HaNasi, an individual, which may have led the listeners to think that it was a minority opinion and not the accepted halakha, they did not praise him.

¹⁴² § The Sages taught that it is said in the Torah with regard to a bill of divorce: “And he writes her a scroll of severance,” in order to emphasize that one must write the document and not chisel it. The Gemara asks: Is this to say that chiseling is not writing? And the Gemara raises a contradiction based on what was taught in a baraita: If a slave is emancipated through a bill of manumission that was written by being chiseled on a slate [tavla] or on a tablet [pinekas], then he goes free. However, he does not go free through writing on a cap or on an embroidered adornment. If the master embroidered the bill of manumission onto a cloth and gave it to the slave, this is not considered to be like the writing of a document. In any case, the baraita teaches that a bill of manumission that is chiseled onto a slate is valid.

¹⁴³ Ulla said that Rabbi Elazar said: It is not difficult. This case, where the document is not valid because engraving is not considered to be writing, occurs when the scribe chiseled the area surrounding the letters, i.e., he chiseled on the surface around the shape of the letters, leaving the letters raised on the tablet. This case, where the document is valid because chiseling is considered to be writing, occurs when he chiseled the parts of the letters, i.e., he chiseled the shape of the letters themselves onto the slate. Since he formed the letters directly, it is considered like writing.

¹⁴⁴ The Gemara asks: And if he chiseled the area surrounding the letters, is this not considered to be writing at all? And the Gemara raises a contradiction based on what was taught: The writing of the High Priest’s frontplate was not embedded, i.e., it was not carved into the frontplate; rather, it protruded like the form on gold dinars. And isn’t the shape on gold dinars formed by chiseling the area surrounding the letters, by applying pressure around the shape, so that the image and writing protrudes, and yet this is considered to be writing?

¹⁴⁵ The Gemara answers: It means that the frontplate was fashioned like the form of gold dinars but not entirely like the form of gold dinars. It was fashioned like the form of gold dinars in that the writing protrudes, but it was not fashioned like the form of gold dinars entirely, as there, in the case of gold dinars, they chiseled the area surrounding the letters. Here, when making the frontplate, the inscription was done by chiseling the parts of the letter, i.e., they would carve the letters from the back of the frontplate so that they protruded from the front. Since the letters were carved directly, it was considered to be writing.

¹⁴⁶ With regard to this issue, Ravina said to Rav Ashi: Does the press that forms a metal coin carve out the background in the metal and the image of the coin is formed on its own, or does it compress the metal inward toward the empty space in the press and the letters are formed through this? He said to him: It carves out the background.

¹⁴⁷ He raised an objection to his opinion based on what was taught earlier: The writing of the High Priest’s frontplate was not embedded, i.e., it was not carved into the frontplate; rather, it protruded

like the form on gold dinars. And if it enters your mind to say that a press only carves out the background,

¹⁴⁸ isn't there a need to write it, as the verse states with regard to the frontplate: "Wrote upon it a writing, like the engravings of a signet" (Exodus 39:30), and there is no writing here? The Gemara answers: It means that the frontplate was fashioned like the form of gold dinars but not entirely like the form of gold dinars. It was fashioned like the form of gold dinars in that the writing protrudes. But it was not fashioned like the form of gold dinars entirely, as there, in the case of gold dinars, the pressing of the stamp is done from the inside, by pushing back the surrounding area to allow the form to be visible, and here, when fashioning the frontplate, it was done from the outside, by applying pressure to the opposite side so that the letters were pushed outward. Since the letters were carved directly, it was considered to be writing.

¹⁴⁹ § Rava raised a dilemma before Rav Naḥman: In the case of a husband who wrote for her a bill of divorce on a plate [tas] of gold and said to her: Receive your bill of divorce and also receive the payment of your marriage contract through this act, as the piece of gold is worth enough to pay for the value of her marriage contract, what is the halakha? Rav Naḥman said to him: Her bill of divorce has been received and the payment of her marriage contract has been received.

¹⁵⁰ Rava raised an objection to his statement from a baraita: If a husband gave his wife a bill of divorce on an oversized paper and said to her: Receive your bill of divorce, and the remainder of the paper, on which nothing is written, is designated for the payment of your marriage contract, then her bill of divorce has been received and the remainder should be for the payment of her marriage contract.

¹⁵¹ The Gemara explains the objection: This indicates that the reason why the material upon which the bill of divorce is written may also serve as the payment for her marriage contract is that there is the remainder of the paper, on which the bill of divorce was not written. If there is not the remainder of the paper, then no, the bill of divorce may not serve as payment of the marriage contract. This is because the husband must give the bill of divorce to his wife for it to become hers. If so, even if the bill of divorce was written on a plate of gold, if there was no part of the plate of gold other than the space where the bill of divorce was written, it should not serve as payment of her marriage contract.

¹⁵² Rav Naḥman responded: The same is true although there is no remainder of the paper, and he wrote the bill of divorce on the entire paper. And by stating the halakha in a case where there was an additional part of the paper, the baraita teaches us this: Although there is the remainder of the paper upon which nothing is written, if he explicitly said to her that it should be for the payment of her marriage contract, yes, it is considered to be a payment for her marriage contract. If he did not say this explicitly, then no, it is not for the payment of her marriage contract, and he must give her the value of her marriage contract in its entirety through a separate payment.

¹⁵³ The Gemara explains: What is the reason for this? If he did not explicitly say that the remainder of the paper is designated toward the payment of her marriage contract, then the remainder is considered to be the margin around the border of the scroll, and all of the paper constitutes the bill of divorce. Therefore, it is necessary to inform her that the remainder of the paper is for the payment of her marriage contract.

¹⁵⁴ The Sages taught: If the husband said to his wife: Behold this is your bill of divorce, but the paper on which it is written is still mine, then she is not divorced, as he must give her the actual bill

of divorce in order for the divorce to take effect. Since the paper still belongs to him, it is as if he had given her only the writing. But if he said to her: Behold this is your bill of divorce on the condition that you return the paper to me, then she is divorced. The bill of divorce belongs entirely to her, and the returning of the paper is only a stipulation that must be fulfilled later.

¹⁵⁵ Rav Pappa raises a dilemma: If he said that the paper between each line or between each word in the bill of divorce will still belong to him but the paper where the words are written will be hers, what is the halakha? A solution is not found for this question, and the dilemma shall stand unresolved.

¹⁵⁶ The Gemara asks: Why isn't a solution offered for Rav Pappa's question? Let him derive an answer to this question from elsewhere, as the Merciful One speaks of one scroll in regard to the bill of divorce in the Torah: "And he writes her a scroll of severance" (Deuteronomy 24:1), and not two or three scrolls. If the woman receives only the paper on which the words are written but the rest of the paper belongs to the man, then this is not viewed as a single scroll. Rather, it is multiple scrolls, thereby invalidating it. The Gemara answers: No, it is necessary to discuss the question in a case where the letters are intertwined, meaning that they were written in such a manner that even if the paper between them was removed, the writing in the bill of divorce would remain attached as a single entity.

¹⁵⁷ Rami bar Ḥama raises a dilemma: If the judges had a presumption that a slave was his, i.e., that it belonged to the husband; and the bill of divorce that this man gave his wife was written on that slave's hand; and now the slave emerges from her possession, i.e., he is with the woman, what is the halakha with regard to this bill of divorce?

¹⁵⁸ The Gemara explains the elements of the question: Do we say that the husband transferred the slave to his wife? Therefore, it is as though he gave her the bill of divorce in the proper manner, as is explained in the mishna, and she is divorced. Or perhaps we say that he, the slave, entered the possession of the woman on his own, because he prefers to be under her ownership rather than under her husband's ownership, in which case the husband did not give him to the woman at all, and she is not divorced, as the husband needs to give the bill of divorce to the woman?

¹⁵⁹ Rava said: And let Rami bar Ḥama derive an answer to his question from a different reason, that writing on a person's body is writing that can be forged, as it is easily erased and replaced with other writing, and a bill of divorce that is written in a manner susceptible to forgery is invalid. The Gemara clarifies: But according to Rava, who raised this challenge, the mishna is difficult, as it taught that a bill of divorce may be written on a slave's hand.

¹⁶⁰ The Gemara responds: Granted, the mishna is not difficult for Rava, as it is possible to say that the mishna is referring to a case where the husband gave her the slave with witnesses present who observe the transmission of a legal document. In other words, they were present when the slave, who has the legal document written on him, was given to the woman. And it is in accordance with Rabbi Elazar, who holds that the essential witnesses are those who witness the delivery, and since they witnessed the delivery, she is divorced. However, for Rami bar Ḥama it is difficult. In his case, there were no witnesses to the transfer of the slave, so the possibility that the writing was forged should invalidate it.

¹⁶¹ The Gemara answers: According to Rami bar Ḥama it is also not difficult, as he did not ask his question in a case where the bill of divorce was written on the slave with ink but with regard to a

case where it was written as a tattoo, so the writing certainly cannot be erased and forged. The Gemara notes: Now that you have arrived at this, the mishna, which deemed valid a bill of divorce that was written on the hand of the slave, will not be difficult for Rava either, as it is also stating the halakha with regard to a case where it was written as a tattoo.

¹⁶² In any case, Rami bar Ḥama's question remains unresolved. If so, what halakhic conclusion was reached about this matter? The Gemara suggests: Come and hear a proof based on that which Reish Lakish says: With regard to livestock, there is no presumption of ownership, since they wander from place to place. Therefore, a person cannot claim that his mere possession of livestock demonstrates ownership, because they may have wandered into his property on their own. The same halakha should apply to a slave. If there are no witnesses who saw the transfer to the woman, then her mere possession of the slave should not serve as proof that the slave, and by extension the bill of divorce, was given to her, and consequently the woman is not divorced.

¹⁶³ Rami bar Ḥama raises another dilemma: If the judges had a presumption that a slate was hers, and a bill of divorce was written on it, and now this slate emerges from his possession, and he wants to divorce his wife by giving her the slate, what is the halakha? Do we say that she transferred the ownership of the slate to him, and he may give it to her as a bill of divorce, and the divorce takes effect? Or perhaps a woman does not understand how to transfer an object that will be given back to her, and she believes it is a formality and not an actual legal transfer. If this were to be the case, they would not be divorced, as the slate did not in fact belong to the husband.

¹⁶⁴ Abaye said: Come and hear a proof based on what is stated in a mishna (Eduyyot 2:3): Even he, Rabbi Yehuda ben Bava, who was quoted earlier in this mishna, testified about a small village that was adjacent to Jerusalem, and there was an old man there who would lend money to all the residents of the village. And he would write the documents in his handwriting and others would sign. And the incident came before the Sages and they deemed it valid. And why did they deem it valid? Isn't there a need to fulfill this verse: "I took the deed of purchase" (Jeremiah 32:11), requiring that the document itself be transferred from the seller to the buyer, and this is not the case here, as the document attesting to the loan was in the possession of the creditor the entire time?

¹⁶⁵ Rather, is it not because we say that he certainly transferred the ownership of the documents to them in a legally binding manner, although he knew that they would be returned to him immediately afterward. The same should apply in this case, and the assumption should be that the woman transferred ownership of the slate to the husband, and he then gave it back to her.

¹⁶⁶ Rava said: And what is the difficulty? How can one prove anything from the mishna? Perhaps

¹⁶⁷ a knowledgeable old man is different, as he understands the need to transfer the documents, and this may not be true in the case of a woman and the bill of divorce.

¹⁶⁸ Rather, Rava said: A proof may be brought from here: If there was a guarantor whose commitment emerged after the promissory note was signed, then the creditor may collect only from the guarantor's unsold property. However, he does not have a lien on the guarantor's property with which he could collect from property sold after he signed on as a guarantor. Rava's proof is that it must be that ownership of the promissory note was transferred to the guarantor before he signed it, in order for his commitment to take effect. It may therefore be seen from this baraita that the participants understand the need to transfer ownership of the document.

¹⁶⁹ Rav Ashi said: What is the difficulty raised by this baraita? Perhaps a man is different, in that he understands the need to transfer the document, and the question of the Gemara pertains to a woman, who may not be as well versed in the minutiae of monetary law. Rather, Rav Ashi said: There is a proof from what was taught here (22b): A woman may write her bill of divorce on her own or allow a scribe to write it on her behalf, and then give it to her husband, so that he will give it to her. Similarly, a man may write his receipt that he will receive from the woman after paying her marriage contract, as the ratification of a bill of divorce is only through its signatories, i.e., the witnesses who sign it, and the mere writing of the document or its receipt has no legal ramifications and may be done by anyone. In any case, it is clear from here that a woman understands the need to transfer the bill of divorce that will be given to her by her husband in the future.

¹⁷⁰ § Rava says: If he wrote her a bill of divorce and placed it in the hand of his slave, and he wrote her a deed of gift with regard to the slave, then she acquired the slave due to the document, and she is divorced immediately by the bill of divorce that is in his hand. The slave is considered to be like her property, and it is as though the husband had placed the bill of divorce in her domain at the time that he transferred the slave to her, and she acquires the bill of divorce as though it were in her courtyard.

¹⁷¹ The Gemara asks: And why does she acquire the bill of divorce? The slave is considered a mobile courtyard, and a mobile courtyard does not acquire property. One's courtyard can acquire items for him only when the courtyard is fixed in its location. Since a slave is considered to be like land with regard to other areas of halakha, he should also be defined as a mobile courtyard, as he can move from place to place. And if you would say that Rava was referring to a slave who happens to be standing, who is not mobile, but didn't Rava say: Anything that does not acquire when moving also does not acquire when it is standing or sitting. The fact that the slave could move gives him the status of a moving courtyard, regardless if he is currently moving or not. The Gemara answers: And the halakha taught by Rava could apply in a case where the slave was bound and unable to move, as in that case he is not even able to move, and is not considered to be a mobile courtyard.

¹⁷² And Rava also says: If he wrote her a bill of divorce and placed it in his courtyard, and he wrote a deed of gift with regard to the courtyard, then she has acquired the courtyard and is divorced immediately by the bill of divorce in the courtyard.

¹⁷³ The Gemara comments: And it is necessary for Rava to teach his halakha both with regard to a slave and with regard to a courtyard. One could not have been learned from the other, as had he taught us only about a slave, I would say that the husband may transfer the bill of divorce to his wife specifically through a slave, but in the case of a courtyard the Sages may decide to enact a decree that this should not be a valid bill of divorce, due to the case of her courtyard that comes afterward. People may not differentiate between this case and a similar case, where the husband places the bill of divorce in the courtyard of a third party, and that courtyard is subsequently acquired by her. In that case, the couple is not divorced, as the bill of divorce was not given by the husband to the wife. Therefore, Rava has to teach that the Sages did not make this decree, and in this case, where the husband gave the courtyard together with the bill of divorce, it is valid.

¹⁷⁴ And had Rava taught us only about a courtyard, then I would say that a woman is divorced specifically if her husband placed the bill of divorce in a courtyard, but in the case of a slave the Sages may decide to decree with regard to a bound slave that the divorce will not take effect, due to

the similarity to an unbound slave, where the divorce would not take effect, as explained above. Therefore, Rava teaches us that it is a valid bill of divorce in both cases.

¹⁷⁵ Abaye said as a challenge to Rava: Now, from where was a courtyard included? What is the source for the halakha that a man can divorce a woman by placing a bill of divorce in her courtyard? This can be derived from the phrase: “And gives it in her hand” (Deuteronomy 24:1), and the Sages derived that this is not limited to her actual hand but also includes anything that is an extension of her hand, such as her courtyard.

¹⁷⁶ Consequently, the following reasoning should apply: Just as with regard to her hand, that it acquires property for her whether with her consent or against her will, so too, with regard to her courtyard, it should be that it acquires property for her whether with her consent or against her will. And with regard to a gift, it is so that she acquires it with her consent, but it is not so that she acquires it against her will. Therefore, a courtyard that a husband transfers to his wife as a gift along with a bill of divorce is not the same as a bill of divorce that he gives into her hand. As a courtyard is different from her hand in this sense, it should not be able to be used as a means of transferring a bill of divorce.

¹⁷⁷ Rav Shimi bar Ashi objects to the reasoning of Abaye: But what of agency for receipt of the bill of divorce, where the woman appoints an agent to receive a bill of divorce on her behalf, concerning which the agent can act with her consent, but not against her will. No one other than the wife can appoint an agent to receive the bill of divorce, and despite this he is an agent for receipt. Yet a woman is able to appoint an agent for receipt. Evidently, the comparison of other methods of acquisition to acquisition by placing the bill of divorce in her hand is not absolute.

¹⁷⁸ And Abaye would respond: Is that to say that the halakha of agency is included from the words “her hand”? It is not learned from there; rather, it is included based on the additional wording of the verse, as the verse does not state: And he sent [veshillaḥ]. Rather, it states: “And sends her out [veshilleḥa]” (Deuteronomy 24:1). The expanded term teaches that a woman can also appoint an agent to receive a bill of divorce on her behalf. Since agency has a different source in the Torah, it is not impacted by the limitations of her hand. The halakha that a bill of divorce can be given to her by placing it in her courtyard is an extension of the halakha that it can be placed in her hand and does carry the limitations of her hand. Therefore, it must be able to work whether with her consent or against her will.

¹⁷⁹ And if you wish, say a different answer: We also have found that agency for receipt can be effective against her will. How so? As the halakha is that a father can receive a bill of divorce for his minor daughter against her will. The halakhot of agency are therefore consistent with the halakhot with regard to her hand, and Abaye’s objection stands.

¹⁸⁰ § The mishna taught that a bill of divorce may be written on an olive leaf, on the horn of a cow, or on the hand of a slave, provided that the husband then gives her the slave or the cow. The Gemara asks: Granted, with regard to the hand of a slave,

¹⁸¹ it is not possible to cut it off, as it is certainly prohibited to cut off the hand of a slave, and he therefore must give her the slave. But if he wrote the bill of divorce on the horn of a cow, let him cut it off and give it to her. Why does the mishna state that he must give her the cow?

¹⁸² The Gemara answers: The verse states: “And he writes her a scroll of severance, and gives it in her hand” (Deuteronomy 24:1), meaning that something is valid as a bill of divorce when it is lacking only writing and giving, excluding this, a cow’s horn, which is lacking writing, cutting, and giving. Since the additional step of cutting would be required in order for him to give her the horn alone, the horn would not be a valid bill of divorce, so he must give her the cow.

¹⁸³ § The mishna taught that Rabbi Yosei HaGelili says that a bill of divorce may not be written on something living, nor on food. The Gemara asks: What is the reason for Rabbi Yosei HaGelili’s opinion? As it is taught in a baraita: It is said in the Torah with regard to a bill of divorce: “And he writes her a scroll of severance” (Deuteronomy 24:1). From the word “scroll,” I have derived only that a scroll is valid; from where do I derive that it is correct to include all objects as valid materials upon which a bill of divorce may be written? The verse states: “And he writes her,” in any case, i.e., a bill of divorce can be written on any type of surface. If so, what is the meaning when the verse states “scroll”? This teaches: Just as a scroll is neither alive nor food, so too, a bill of divorce may be written on any object that is neither alive nor food. This is why Rabbi Yosei HaGelili deems invalid a bill of divorce written on a living being.

¹⁸⁴ The Gemara asks: And how do the Rabbis, who disagree and say that a bill of divorce may be written even on a living creature or on food, interpret the verse? They contend: If the verse were written: And he shall write for her in the scroll [besefer], then it would be as you said, and it would indicate the type of surface on which the bill of divorce may be written. Now that it is written: “Scroll [sefer],” it comes to teach that a mere account of the matters [sefirat devarim] is required. In other words, sefer is referring not to the surface on which a bill of divorce must be written, but rather, to the essence of the bill of divorce. The verse teaches that the bill of divorce must contain particular content.

¹⁸⁵ The Gemara continues: And the Rabbis, what do they do with this phrase in the verse: “And he writes her”? The Gemara answers: For them, that phrase is required to teach the principle that a woman is divorced only via writing, i.e., a bill of divorce, and she is not divorced via giving money. It might enter your mind to say: I should juxtapose leaving marriage, i.e., divorce, to becoming married, i.e., betrothal, and I will say that just as becoming married is effected with giving money, so too, leaving marriage can also be effected with giving money. Therefore, the Torah teaches us: “And he writes her”; divorce can be effected only with a written bill of divorce.

¹⁸⁶ The Gemara asks: And the other tanna, Rabbi Yosei HaGelili, from where does he derive this reasoning? He derives it from the phrase “scroll of severance,” which teaches that a scroll, i.e., a written document, severs her from her husband and nothing else severs her from him.

¹⁸⁷ The Gemara asks: And those who hold the other opinion, the Rabbis, how do they explain this phrase? For them, the phrase “scroll of severance” is required to teach that a bill of divorce must be a matter that severs all connection between him and her, as it is taught in a baraita: If a man says to his wife: This is your bill of divorce, on the condition that you will not ever drink wine, or on condition that you will never go to your father’s house, that is not severance, and the bill of divorce is not valid. If a bill of divorce imposes a condition upon the woman that permanently binds her to her husband, her relationship with her husband has not been completely severed, which is a prerequisite for divorce. If, however, he imposes a condition until thirty days have passed, or for any other limited

period of time, that is severance. The bill of divorce is valid, as the relationship will be completely terminated at the end of the thirty-day period.

¹⁸⁸ The Gemara asks: And the other tanna, Rabbi Yosei HaGelili, from where does he derive that a stipulation without a termination point invalidates the divorce? From the fact that instead of using the term *karet*, the verse uses the more expanded term *keritut*. Inasmuch as both terms denote severance, using the longer term teaches us two things: Divorce can be effected only via writing and not through money, and divorce requires total severance.

¹⁸⁹ And the other, the Rabbis, what do they derive from this? The Gemara answers: They do not derive anything from the expansion of *karet* to *keritut*.

¹⁹⁰ MISHNA: One may not write a bill of divorce on anything that is attached to the ground. If one wrote it on something that was attached to the ground, and afterward he detached it, signed it, and gave it to her, then it is valid. Rabbi Yehuda deems a bill of divorce invalid unless its writing and its signing were performed when it was already detached.

¹⁹¹ Rabbi Yehuda ben Beteira says: One may not write a bill of divorce on erased paper or on unfinished leather [*diftera*], because writing on these surfaces can be forged. And the Rabbis deem valid a bill of divorce that was written on either of these items.

¹⁹² GEMARA: The mishna taught: If one wrote it on something that was attached to the ground, and detached it before he gave it to her, then it is valid. The Gemara challenges: But didn't you say in the first clause of the mishna that one may not write a bill of divorce on something that is attached to the ground? Rav Yehuda says that Shmuel says: The mishna's statement that if something was detached and signed then it is a valid bill of divorce is applicable only when one left a place for the essential part of the document. He did not write the entire bill of divorce while it was attached to the ground. Rather, he wrote only the standard part of the bill of divorce. However, he left a place for the essential part of the bill of divorce, which includes the names of the man and woman, and wrote that part only after it was detached.

¹⁹³ And so Rabbi Elazar says that Rabbi Oshaya says: And this is a case where he left a place for the essential part of the document. And so Rabba bar bar Hana says that Rabbi Yoḥanan says: And this is when he left a place for the essential part of the document. And all these Sages hold that the mishna is in accordance with the opinion of Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce. It is not the signatures of the witnesses on a bill of divorce that validate it. Rather, the divorce is effected by the transmission of the document in the presence of witnesses. Therefore, the phrase: "And he writes" (Deuteronomy 24:1), must be referring to the writing of the bill of divorce and not to the signing of the witnesses, and the restrictions derived from this verse will apply to the writing of the bill of divorce, so the essential part may not be written on something that is attached to the ground.

¹⁹⁴ And this is what the mishna is saying: One may not write even the standard part on something that is attached to the ground *ab initio*, lest he write the essential part of the document in this manner as well. However, if he wrote the standard part while it was attached to the ground, and then detached it, wrote the essential part, and gave it to her, it is valid.

¹⁹⁵ And Reish Lakish says: The mishna should not be understood in that way, where the phrase: And signed it, is referring to the writing of the essential part, since we learned that they signed it, which is

referring to the signatures of the witnesses. And it is taught in accordance with the opinion of Rabbi Meir, who says that the signatory witnesses on the bill of divorce effect the divorce.

¹⁹⁶ And this is what the mishna is saying: One may not write the essential part on something that is attached to the ground due to a rabbinic decree, lest he also have the witnesses sign while it is attached. However, even if he wrote the essential part while it was attached, then detached it, had it signed, and gave it to her, it is valid. According to Rabbi Meir, when the verse states: “And he writes her,” it is referring to when he has the bill of divorce signed. Therefore, by Torah law, the limitation that it not be attached while he writes applies only to the signing but not to the writing. The Sages decreed that the essential part of the bill of divorce also not be written while it is attached to the ground, but if he violated this decree, it is still valid after the fact.

¹⁹⁷ § In connection with this discussion, the Gemara mentions several halakhot that are affected by items being attached to the ground or detached. If he wrote the bill of divorce on the clay of a perforated pot [atzitz], which is considered to be attached to the ground, then it is valid, as he can take this pot and give it to her. However, if he wrote it on a leaf of a plant growing in a perforated pot, then what is the halakha? Abaye says: It is valid. And Rava says: It is invalid. The Gemara clarifies their dispute in detail: Abaye says that it is valid

¹⁹⁸ as he can take the pot with the leaf inside it and give it to her. Rava says that it is invalid. Although it should be valid if he gave her the leaf together with the potted plant, the Sages instituted a decree that it is invalid, lest one detach the leaf and give it to her. In that case, all agree that a bill of divorce that is fully written while attached is invalid.

¹⁹⁹ § The Gemara has another discussion with regard to a perforated pot: In the case of a pot that belongs to one person and the plants in it belong to another person, if the owner of the pot sold it to the owner of the plants, then once the owner of the plants pulled the pot, he has acquired the pot, as it is a movable object, which can be acquired via pulling. However, if the owner of the plants sold the plants to the owner of the pot, then the owner of the pot does not acquire the plants until he takes possession of the plants themselves, e.g., by raking or weeding the dirt surrounding them. Since the plants are considered to be attached to the ground, as they are in a perforated pot, they are considered to be part of the ground, which cannot be acquired by pulling.

²⁰⁰ If the pot and plants belong to one person, and he sold them to another person, then once the buyer took possession of the plants and acquired them, he acquired the pot as well. And this is an example of the principle that we learned in a mishna (Kiddushin 26a): Property that does not serve as a guarantee, i.e., movable property, can be acquired with property that serves as a guarantee, i.e., land, through the giving of money, or with a document, or by taking possession. Therefore, once one takes possession of the plants, which are considered to be like land, he also acquires the pot, which is a movable object.

²⁰¹ However, if the buyer took possession of just the pot, then he does not even acquire the pot, as movable property cannot be acquired through taking possession, until he takes possession of the plants. To acquire the pot, one must either perform an act of acquisition specific to movable items, such as pulling, or acquire the plants through taking possession of them, resulting in the acquisition of the pot, as stated earlier.

²⁰² The Gemara discusses another issue with regard to perforated pots: If a perforated pot was on the border of Eretz Yisrael, and its perforation was in Eretz Yisrael but its branches were outside of Eretz

Yisrael, then what is the halakha with regard to mitzvot that apply to produce grown in Eretz Yisrael, such as terumot and tithes? Abaye said: We follow its perforation, and it is considered to be growing in Eretz Yisrael. Rava said: We follow its branches, and it is considered to be growing outside of Eretz Yisrael.

²⁰³ The Gemara notes: In a case where the plant in the pot took root in the ground, everyone agrees that it has the status of a plant that grows in the place where its roots are. When they disagree, it is with regard to a case where it did not take root. Since its roots are contained within the pot, there is a disagreement whether we follow the perforation or the branches in determining its status.

²⁰⁴ The Gemara challenges: And do they not disagree with regard to a case where it took root? Do all agree that its status is determined by where the roots are? But didn't we learn in a mishna (Bava Metzia 118b): In a case of two gardens that belong to two different people that are on adjacent terraces one above the other, and leafy vegetables are growing between them on the wall of the step between the two gardens, Rabbi Meir says: These leafy vegetables belong to the owner of the upper garden, and Rabbi Yehuda says: These leafy vegetables belong to the owner of the lower garden. In this case, the roots emerge from the upper garden, but the vegetables grow into the airspace of the lower garden. This seems to be analogous to the case where the roots are in Eretz Yisrael and the branches are outside of Eretz Yisrael, or vice versa, and there is a dispute as to who is the owner of the vegetables.

²⁰⁵ The Gemara makes a distinction between the two cases: There, in the case cited in the mishna in Bava Metzia, the reason for that halakha is as is taught in the mishna, that Rabbi Meir said: What if the owner of the upper garden would wish to take his earth? This would result in a situation where there are no more vegetables, as the vegetables would not have earth from which to draw nutrients. The fact that the owner of the upper garden has the ability to destroy the vegetables is an indication that he is the owner.

²⁰⁶ Rabbi Yehuda said: What if the owner of the lower garden would wish to fill the airspace above his garden with earth? This would result in a situation where there are no more vegetables, as they would be covered in the earth added by the owner of the lower garden. The fact that the owner of the lower garden has the ability to destroy the vegetables is an indication that he is the owner. Their dispute is not with regard to how to define where the vegetables are growing; rather, they disagree with regard to who has control over the continued existence of these plants. Therefore, this dispute is not related to the issue of the plant that is growing on the border.

²⁰⁷ The Gemara asks: But still, do they not disagree with regard to a case where the plant took root? But isn't it taught in a baraita (Tosefta, Ma'asrot 2:22): If there is a tree, and part of it is in Eretz Yisrael and part of it is outside of Eretz Yisrael, then untithed produce and non-sacred produce are mixed together in each one of these tree's fruits; this is the statement of Rabbi Yehuda HaNasi. Rabban Shimon ben Gamliel says: The fruits in the part of the tree that is growing in a place that has an obligation to separate tithes, in Eretz Yisrael, are obligated. And the fruits that are growing in a place that has an exemption from separating tithes, outside of Eretz Yisrael, are exempt.

²⁰⁸ What, is it not discussing a case where some of its branches are in Eretz Yisrael and some of its branches are outside of Eretz Yisrael, although its roots are in one of the two locations, and both Rabbi Yehuda HaNasi and Rabban Shimon ben Gamliel agree that the place of the roots does not define the status of the tree?

²⁰⁹ The Gemara rejects this: No, it discusses a case where some of the roots are in Eretz Yisrael and some of the roots are outside of Eretz Yisrael. The Gemara asks: And what is the reasoning of Rabban Shimon ben Gamliel? It is not possible to determine which fruits drew nutrients from which roots, so how can he rule that some of the fruits are obligated in tithes and some are not? The Gemara answers: Rabban Shimon ben Gamliel's statement is referring to a case where a rock divides the roots up to the trunk, and therefore it is possible to distinguish between the parts of the tree that draw nutrients from Eretz Yisrael and the parts that draw nutrients from outside of Eretz Yisrael.

²¹⁰ The Gemara asks: If it is so that the roots are clearly distinguishable, what is the reasoning of Rabbi Yehuda HaNasi? Why does he view the fruits as being a mixture? The Gemara answers: He holds that although there is a division between the roots, they cannot be distinguished from one another, as they then become mixed in the body of the tree.

²¹¹ The Gemara asks: With regard to what principle do they disagree? The Gemara answers: One Sage, Rabbi Yehuda HaNasi, holds: The air above the ground mixes the nutrients, and one Sage, Rabban Shimon ben Gamliel, holds: This part of the tree stands alone and this part of the tree stands alone. From the roots up to the branches, it is as if the tree were cut along the line of the border.

²¹² § The mishna taught that Rabbi Yehuda ben Beteira says that one may not write a bill of divorce on a material that enables forgery. Consequently, one may not write a bill of divorce on erased paper or on unfinished leather. The Gemara now clarifies what is defined as unfinished leather. Rabbi Ḥiyya bar Ami said in the name of Ulla: There are three hides, i.e., three stages in the process of tanning hides. At each stage, the hide has a different name: Matza, ḥifa, and diftera.

²¹³ Matza, as per its plain meaning, with no additives. It is not salted, and not treated with flour, and not treated with gallnuts. The Gemara clarifies: For what halakha is this type of leather mentioned? There is a halakha that mentions the minimum measure of this type of leather for which one is liable if he carries it out from one domain to another on Shabbat. And how much is the measure that determines liability for carrying out this hide on Shabbat? As Rav Shmuel bar Rav Yehuda teaches: It is equivalent to that which is used to wrap around a small weight. And how big is this small weight? Abaye said: A quarter of a quarter of a litra in the system of weights in use in Pumbedita.

²¹⁴ Ḥifa is hide that is salted, and not treated with flour, and not treated with gallnuts. For what halakha was this type of leather mentioned? There is a halakha that mentions the minimum measure of this type of leather for which one is liable if he carries it out from one domain to another on Shabbat. And how much is the measure that determines liability for carrying out this hide on Shabbat? As we learned in a mishna (Shabbat 78b): The measure that determines liability for carrying out this hide is equivalent to that which is used to make an amulet.

²¹⁵ Diftera is hide that is salted, and treated with flour, and not treated with gallnuts. For what halakha was this type of leather mentioned? There is a halakha that mentions the minimum measure of this type of leather for which one is liable if he carries it out from one domain to another on Shabbat. And how much is the measure that determines liability for carrying out this hide on Shabbat? The measure that determines liability for carrying it out is equivalent to the amount on which a bill of divorce is written.

²¹⁶ The mishna taught that the Rabbis deem valid bills of divorce that were written on erased paper or on unfinished leather. The Gemara asks: Who are these Rabbis? The amora Rabbi Elazar said:

²¹⁷ It is the opinion of the tanna Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce. Since the witnesses read the bill of divorce before it is transmitted in their presence, they may be relied upon to confirm the contents of the bill of divorce in court. Therefore, even if it was written on erased paper, there is no possibility that it would be forged, as the witnesses read what was written before it is given.

²¹⁸ And the amora Rabbi Elazar says: The tanna Rabbi Elazar deemed such a bill of divorce valid only when it was taken to court in order to confirm the contents immediately after it was transferred to the woman. However, if the witnesses testify from now until ten days, i.e., sometime later, he did not deem it valid. Why? We are concerned that perhaps the bill of divorce had a stipulation written on it and she forged it by erasing the stipulation, as this bill of divorce was written on material that enables a person to easily alter what is written. Only if the witnesses testify immediately can the court be sure that they did not forget what is written.

²¹⁹ And Rabbi Yoḥanan says: Even if they testify from now until ten days it is valid, as, if it is so that it had a stipulation, then the witnesses will remember it, as they would not forget something so obvious. Therefore, if the woman erased the stipulation, the witnesses would not verify the bill of divorce.

²²⁰ And Rabbi Elazar the amora also says: The tanna Rabbi Elazar deemed valid a document that is written on these surfaces only with regard to bills of divorce but not for other documents, as it is written with regard to a deed of purchase: “And put them in an earthen vessel; so that they will remain many days” (Jeremiah 32:14). This indicates that a deed of purchase and other similar documents must be made from a material that will last for a long time without being changed. A document that can be forged may not be relied upon long term.

²²¹ And Rabbi Yoḥanan says: Rabbi Elazar deemed these surfaces valid even in the case of other documents. The Gemara asks with regard to Rabbi Yoḥanan’s opinion: But isn’t it written: “So that they will remain many days”? The Gemara answers: There the verse teaches us good advice, but it is not a halakhic requirement. It advised that the document be written in such a manner that it can remain for an extended period of time, as it may be needed to prove ownership of the land.

²²² MISHNA: Anyone is qualified to write a bill of divorce, even a deaf-mute, an imbecile, or a minor. Additionally, a woman may write her own bill of divorce and give it to her husband so that he can present it to her. And a man may write his own receipt, which must be given to him by the woman to confirm that he has paid her the value of her marriage contract. This is because the ratification of a bill of divorce is only through its signatories, and it is irrelevant who wrote it.

²²³ GEMARA: The Gemara asks: But how can a deaf-mute, imbecile, or a minor write a bill of divorce? They are not halakhically competent, and they are not capable of writing a bill of divorce with the intent that it be for a particular woman. Rav Huna says:

²²⁴ And that is the case only when there was an adult standing over him. When the adult supervises the writing, and instructs him to write it for her sake, it will be valid.

²²⁵ Rav Naḥman said to him: If that is so, that anyone who is disqualified from writing a bill of divorce may do so with an adult supervising him, then if the one writing is a gentile, and a Jew stands over him and instructs him to write it for her sake, would you also say that it is valid? And if you would say that it is also valid, but isn’t it taught in a baraita: A gentile is disqualified from

writing a bill of divorce in any event? Rav Huna answered: A gentile acts based on his own will. Since he is halakhically competent, he will have his own intentions while writing and may not be relied upon to carry out the intentions of the supervisor. In the case of the mishna, since those doing the writing are not halakhically competent, they will write according to the instructions of the supervisor.

²²⁶ Rav Naḥman then said: What I said when I raised a challenge from a case involving a gentile is not correct, as from the fact that the mishna later disqualifies a gentile with regard to acting as an agent in the bringing of the bill of divorce, one can learn by inference that he is qualified with regard to writing, where he is not listed among those who are disqualified.

²²⁷ The Gemara asks: But isn't it taught in a baraita that a gentile is disqualified from writing a bill of divorce? The Gemara answers: That baraita is in accordance with the opinion of Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce, and when the verse states: "And he writes her" (Deuteronomy 24:1), which is the source for the halakha that the writing needs to be done for her sake, it is referring to the writing of the bill of divorce and not to its signing. Therefore, we need the writing to be for her sake, and certainly a gentile acts based on his own will and may not be relied upon to write the bill of divorce according to the instructions of a supervisor.

²²⁸ With regard to the requirement that a bill of divorce be written for her sake, Rav Naḥman says that Rabbi Meir would have said: Even if the husband found the bill of divorce in the garbage dump, and the names written on it happened to be the same as his and his wife's names, if he had it signed by witnesses and he gave it to her, then it is valid, because the essential requirement is that it be signed for her sake.

²²⁹ Rava raised an objection to the statement of Rav Naḥman: The verse states: "And he writes her," which is interpreted to mean that it must be written for her sake. What, is it not referring to the actual writing of the bill of divorce, that it must be written with the intent that it be used to sever this particular marriage? The Gemara rejects this: No, it is referring to the signing of the witnesses.

²³⁰ Rava raised another objection to him based on what was taught in a mishna (24a): Any bill of divorce that was not written for the sake of a specific woman is invalid. He responded: Say that according Rabbi Meir the mishna teaches: Any bill of divorce that was not signed for the sake of a specific woman is invalid.

²³¹ Rava raised another objection to him based on another baraita: When he writes it, it is as though he writes it for her sake, meaning that writing one part for her sake makes it as if the entire document were written for her sake. What, it is not stating that when he writes the essential part of the document, which includes the names of the spouses; the date on which it was written; and the expression: Behold you are permitted to any man, for her sake, then is it as though he writes the standard part of the bill of divorce, containing the rest of the information, for her sake? This baraita indicates that there is a requirement that the bill of divorce, not just the signatures, be written for her sake.

²³² Rav Naḥman rejects this: No, Rabbi Meir would explain that this baraita is referring to a case where he has witnesses sign it for her sake; it is as though he wrote it for her sake. And if you wish, say: Who is the tanna of these baraitot from which you raised challenges? They are in accordance with the opinion of Rabbi Elazar, who said: Witnesses of the transmission of the bill of divorce effect

the divorce. According to him, the verse is referring to the writing and not the signing of the bill of divorce, and the writing must be for her sake.

²³³ And Rav Yehuda says that Shmuel says: And the statement of the mishna that one who is not halakhically competent is qualified to write a bill of divorce is the halakha only when he left unwritten the essential part of the document, which will be written later by a halakhically competent person, as only the essential part must be written for her sake. And so Rabbi Ḥagga says in the name of Ulla: And this is the halakha only when he left the essential part of the document unwritten, and the mishna is in accordance with the opinion of Rabbi Elazar, that the writing of the essential part must be done for her sake.

²³⁴ And Rabbi Zerika says that Rabbi Yoḥanan says: It is not Torah. The Gemara clarifies: What is meant by the expression: It is not Torah? Rabbi Abba says: Here Rabbi Yoḥanan informs you that there is no force to a requirement that a bill of divorce be written for her sake, as only the signing needs to be done for her sake. And it is in accordance with the opinion of Rabbi Meir, who says: Signatory witnesses on the bill of divorce effect the divorce.

²³⁵ The Gemara asks: But didn't Rabba bar bar Ḥana say earlier that Rabbi Yoḥanan said that the mishna is in accordance with the opinion of Rabbi Elazar? How, then, can Rabbi Abba say that according to Rabbi Yoḥanan, the mishna is in accordance with the opinion of Rabbi Meir? The Gemara answers: They are amora'im and disagree with regard to the opinion of Rabbi Yoḥanan, whether he explains the mishna in accordance with the opinion of Rabbi Meir or that of Rabbi Elazar.

²³⁶ MISHNA: Anyone is fit to serve as an agent to bring a bill of divorce to a woman except for a deaf-mute, an imbecile, or a minor, or a blind person, or a gentile.

²³⁷ If a minor received the bill of divorce and then reached the age of majority, or one received it when he was a deaf-mute and then became able to hear, or one received it when he was blind and then became able to see, or one received it when he was an imbecile and then became halakhically competent, or one received it when he was a gentile and then converted, in all of these cases he is unfit to bring the bill of divorce.

²³⁸ However, if one received it when he was able to hear, and then became a deaf-mute, and then again became able to hear; or if one received it when he was able to see, and then became blind, and then again became able to see; or one received it when he was halakhically competent, and then became an imbecile, and then again became halakhically competent, in all of these cases he is fit to bring the bill of divorce. This is the principle: Anyone who is halakhically competent in the beginning and in the end is fit, even if there was time in the interim when he was unfit.

²³⁹ GEMARA: The Gemara asks with regard to those the mishna lists as not being qualified to bring a bill of divorce: Granted, a deaf-mute, an imbecile, and a minor are not qualified because they are not halakhically competent, and only one who is competent can be appointed as an agent. Additionally, a gentile also is not qualified, as he is not subject to the halakhot that permit a woman to remarry via a bill of divorce. A person cannot serve as an agent for a matter that does not apply to him. But why isn't a blind person qualified to bring a bill of divorce? Rav Sheshet says: Because he does not know from whom he takes it and to whom he gives it, and since he is unaware of this he will not be able to testify about it.

²⁴⁰ Rav Yosef objects to this: If there is a concern that a blind person cannot distinguish between different people, then how is a blind man permitted to have sexual relations with his wife? How does he know that she is in fact his wife? Similarly, how are all people permitted to have sexual relations with their wives at night? If it is dark, they cannot see them. Rather, you must say that they are permitted through voice recognition [teviut eina dekala]. They can recognize each other based on their voices. Here too, with regard to a blind person, he can recognize the giver and receiver of the bill of divorce through voice recognition.

²⁴¹ Rather, Rav Yosef says: Here we are dealing with a husband who sends a bill of divorce to his wife outside of Eretz Yisrael, where the agent needs to say: It was written in my presence and it was signed in my presence, and a blind man cannot say this because he is unable to see it being written or signed.

²⁴² Abaye said to him: However, if that is so, then a person who is able to see when he receives the bill of divorce and then becomes blind, who can say: It was written and signed in my presence, as he was able to see when it was written and signed, would you say that he is also fit to bring the bill of divorce? But it is taught in the mishna: If one received it when he was able to see, and then became blind, and then again became able to see, then he is fit to bring the bill of divorce. It can be inferred from here that only when he again became able to see, yes, he may bring it. But if he did not again become able to see, then no, he may not bring it.

²⁴³ The Gemara answers this question: In fact, with regard to a blind person, the same is true, that although he did not again become able to see he can serve as an agent to bring the bill of divorce and testify that it was written and signed in his presence. And why does it teach that the blind man became able to see again? Since the mishna teaches that one who received the bill of divorce when he was halakhically competent, and then became an imbecile, and then again became halakhically competent is qualified to bring the bill of divorce. And in that case, the reason why he is qualified is specifically that he again became halakhically competent, but if he did not again become halakhically competent, then he is not qualified. Therefore, the mishna also teaches with regard to one who was able to see that he then became blind and then again became able to see.

²⁴⁴ Rav Ashi said: The language of the mishna is also precise, as it teaches that this is the principle: Anyone who is halakhically competent in the beginning and in the end is fit, and it does not teach: Anyone who is fit in the beginning and the end is fit. Learn from the mishna that it is not necessary for him to be fit in the beginning and the end, as there are times that being fit in the beginning is sufficient, as in the case of one who became blind after witnessing the writing and signing of the bill of divorce. However, it is clear that he must be halakhically competent both in the beginning and the end, which a blind person is.

²⁴⁵ § They raised a dilemma before Rabbi Ami: With regard to a slave, what is the halakha? Can he be made an agent to receive a woman's bill of divorce from the hand of her husband? Is he qualified to act as an agent or not? He said to them: From the fact that the mishna disqualified a gentile,

²⁴⁶ one can learn by inference that a slave is fit. Rav Asi says that Rabbi Yoḥanan says: A slave cannot become an agent to receive a bill of divorce for a woman from the hand of her husband, because he is not included in the halakhot of divorce and betrothal, and one can act as an agent only in a matter that applies to him.

²⁴⁷ Rabbi Elazar objects to this explanation as to why a slave cannot act as an agent: The reason that a slave is unfit is that this agency pertains to a matter whose halakhot he is not included in, but for a matter whose halakhot he is included in, i.e., a mitzva that applies to a slave, is he fit to serve as an agent?

²⁴⁸ But what of a gentile and a Samaritan, who are included in the halakhot of teruma with regard to their own produce, i.e., they must designate a portion of it for the priest, as we learned in a mishna (Terumot 3:9): With regard to a gentile and a Samaritan that separated teruma from their own produce, their teruma is considered teruma. And yet we learned in a different mishna (Terumot 1:1): In the case of a gentile who separated teruma from a Jew's produce, i.e., acted as his agent, even if he did so with permission from the Jew, his teruma is not teruma.

²⁴⁹ What is the reason for this? Is it not because it is written "you" in the verse that is the source for the halakhot of agency: "So you also shall set apart a gift unto the Lord of all your tithes" (Numbers 18:28), and the Sages expound the expression "so you also" to mean the following: Just as you, the ones appointing the agents, are Jews, so too, your agents must be Jews. Since slaves are not full-fledged Jews, they should be disqualified from ever acting as agents, even in a matter in which they are included in its halakhot.

²⁵⁰ The Sages from the school of Rabbi Yannai say: No, the verse should be expounded in the following manner: Just as you, the ones appointing the agents, are members of the covenant, so too, your agents must be members of the covenant. Gentiles cannot serve as agents because they are not members of the covenant. Slaves, whose masters are commanded to circumcise them and who are obligated in some of the mitzvot, are members of the covenant, and they can serve as agents in a matter in which they are included in its halakhot.

²⁵¹ The Gemara quotes a related statement: Rabbi Ḥiyya bar Abba says that Rabbi Yoḥanan says: A slave cannot become an agent to receive a bill of divorce for a woman from the hand of her husband, because he is not included in the halakhot of divorce and betrothal. And although we learned: If a person said to his female slave: Behold you are still a maidservant and your unborn child is a freeman, if she was pregnant at that time, then she acquired freedom for the unborn child.

²⁵² The Gemara first clarifies: What is the connection between the initial statement of Rabbi Yoḥanan and the clause: If she was pregnant at that time, she acquired freedom for the unborn child? When Rav Shmuel bar Yehuda came, he said: Rabbi Yoḥanan said two distinct statements: The first statement was that a slave cannot be appointed as an agent to receive a bill of divorce for a woman from her husband, and the other was: It appears that a slave can receive a bill of manumission for his fellow slave from the hand of his fellow's master, but not from the hand of his own master if both of them are enslaved by the same person.

²⁵³ And if a person will whisper a question to you, saying: This ruling, that a slave cannot receive a bill of manumission for his fellow slave from their common master, is difficult, as a halakha was taught that states the opposite: If a maidservant was pregnant at that time, then she acquired freedom for the unborn child, and the child and mother both belong to the same master, then say to him that two greats of the generation already explained the matter, and they are Rabbi Zeira and Rabbi Shmuel bar Rav Yitzḥak.

²⁵⁴ One of them said: In accordance with whose opinion is this? It is in accordance with the opinion of Rabbi Yehuda HaNasi, who says: With regard to one who emancipates half of his slave, the slave

acquires freedom for half of himself, and one of them added an explanation and said: What is the reasoning of Rabbi Yehuda HaNasi for this ruling? He holds: A fetus is considered as its mother's thigh, i.e., a part of its mother's body, and it is as though the master transferred ownership of one of her limbs to her. Since the maidservant is pregnant, the child is considered to be a part of her, and it is as though he emancipated a portion of her body. Therefore, the mother is not acting as an agent for the child, and this halakha does not present a difficulty for Rabbi Yoḥanan's opinion.

²⁵⁵ MISHNA: There are instances in which a woman's testimony that another woman's husband has died is not deemed credible (Yevamot 117a). If there is a presumption that due to their familial relationship the two women hate each other, there is concern that the woman is testifying falsely in order to harm the other woman. By doing so, she can cause the other woman to remarry. If her original husband then proves to be living, she will be required to leave her second husband. This mishna teaches: Even the women who are not deemed credible to testify on behalf of a woman and say: Her husband died, and she is permitted to remarry, are deemed credible to bring her bill of divorce. The relatives of the woman who are not deemed credible to testify that her husband has died are: Her mother-in-law; and her mother-in-law's daughter; and her rival wife, i.e., another wife of her husband's; and her yevama, i.e., her husband's brother's wife; and her husband's daughter.

²⁵⁶ The mishna explains: What is the difference between a bill of divorce and death, that certain women are deemed credible to testify about one but not the other? With regard to a bill of divorce, it is so that the writing proves that the husband is divorcing his wife, and the testimony is needed only to supplement the bill of divorce. Similarly, the woman herself may bring her own bill of divorce, provided that she is required by the court to state in its presence: It was written in my presence and it was signed in my presence, as the Gemara will explain.

²⁵⁷ GEMARA: The Gemara asks: But isn't it taught in a baraita: Just as these women are not deemed credible to say: Her husband died, so too, they are not deemed credible to bring her bill of divorce. Rav Yosef said: It is not difficult. Here, this mishna is referring to a case that took place in Eretz Yisrael. There, the baraita is referring to a case that took place outside of Eretz Yisrael.

²⁵⁸ The Gemara explains the difference: In a case that takes place in Eretz Yisrael, where, to validate the bill of divorce we do not rely on her statement of: It was written in my presence and it was signed in my presence, she serves only as an agent. Consequently, she is deemed credible to bring the bill of divorce. However, in a case that takes place outside of Eretz Yisrael, where we rely on her statement of: It was written in my presence and it was signed in my presence, and no one can contest the validity of the bill of divorce after her statement has been accepted, she is not deemed credible, as there is a concern that this woman may be intentionally lying in order to cause harm.

²⁵⁹ Abaye said to him: On the contrary, the opposite is more reasonable, and the distinction should be: In Eretz Yisrael, where if the husband were to come and contest the validity of the bill of divorce, we would pay attention to him and rule that they are not divorced, where it could be said that the woman who hates her intends to do her harm by having her remarry based on a bill of divorce that was later contested, she is not deemed credible. However, outside of Eretz Yisrael, where if the husband were to come and contest the validity of the bill of divorce, we would not pay attention to him, she is deemed credible, as she does not have the power to make trouble for the other woman and cause her to have to leave her second husband.

²⁶⁰ The Gemara notes that it is taught in a baraita in accordance with the opinion of Abaye (Tosefta 2:6): Rabbi Shimon ben Elazar says in the name of Rabbi Akiva: A woman is deemed credible to bring her own bill of divorce through an a fortiori inference: Just as women about whom the Sages said: They are not deemed credible to say: Her husband died, are nevertheless deemed credible to bring her bill of divorce, with regard to the woman herself, who is deemed credible to say that her husband died, is it not right that she is deemed credible to bring her own bill of divorce?

²⁶¹ And from the place that you came, i.e., from this inference itself, one establishes: Just as there, those who bring the bill of divorce must say: It was written in our presence and it was signed in our presence, so too, she herself must say: It was written in my presence and it was signed in my presence. This baraita must be referring to a case in which the wife brought the bill of divorce from outside of Eretz Yisrael, as it is only then that she must state that it was written and signed in her presence. Therefore, the baraita supports the opinion of Abaye.

²⁶² Rav Ashi said: The mishna is also precisely formulated in a way that supports Abaye's opinion, as it teaches: The woman herself may bring her own bill of divorce, provided that she is required by the court to say: It was written in my presence and it was signed in my presence. Learn from the mishna that it is referring to a case outside of Eretz Yisrael, as Abaye explained.

²⁶³ The Gemara asks: But according to Rav Yosef, is it possible to say that the first clause of the mishna (23a): Anyone is fit to serve as an agent to bring a bill of divorce, and the last clause of the mishna (23b): The woman herself may bring her own bill of divorce, discuss a case that takes place in a location outside of Eretz Yisrael, and the middle clause: Even the women who are not deemed credible, discusses a case that takes place in Eretz Yisrael? The Gemara answers: Yes, the first clause and the last clause discuss a case that takes place in a location outside of Eretz Yisrael, but the middle clause discusses a case that takes place in Eretz Yisrael.

²⁶⁴ The Gemara explains: From where does Rav Yosef infer this? From the fact that it teaches in the mishna: What is the difference between a bill of divorce and death, that certain women are deemed credible to testify about one but not the other? With regard to a bill of divorce, it is so that the writing proves that the husband is divorcing his wife. The mishna does not teach that the writing and statement prove this. Consequently, the statement of: It was written in my presence, is not needed. This indicates that the mishna is discussing a case that takes place in Eretz Yisrael.

²⁶⁵ § The mishna teaches that the woman herself may bring her own bill of divorce and state that it was written and signed in her presence. The Gemara asks: Why does she need to bring it and testify that it was written and signed in her presence? With regard to this woman, once her bill of divorce reaches her hand, she is divorced. Rav Huna says: This mishna is referring to one who says to his wife: You will be divorced through it only in the presence of such and such court, and the divorce does not take effect when she receives the bill of divorce. The Gemara asks: Ultimately, once she arrives there, to that court, she is immediately divorced through it, as she has fulfilled the condition set forth by her husband. Why, then, is it necessary for her to bring the bill of divorce and to testify?

²⁶⁶ Rather, Rav Huna bar Manoah said in the name of Rav Aha, son of Rav Ika: This mishna is referring to a case where he said to her: When you arrive there, place the bill of divorce on the ground and take it. Consequently, the divorce does not take effect immediately upon her arrival.

²⁶⁷ The Gemara challenges: If that is so, isn't it like the case where he said to his wife: Take your bill of divorce from off the ground, and Rava says: If a husband says to his wife: Take your bill of

divorce from off the ground, then it is as though he said nothing. He is not considered to have given her a bill of divorce; rather, she has taken it on her own.

²⁶⁸ Rather, the mishna should be explained as follows: This is referring to a case where he said to his wife: Be my agent for delivery of the bill of divorce until you arrive there. And when you arrive there, be your own agent for receipt, and receive your bill of divorce as an agent.

²⁶⁹ The Gemara challenges: But the agency has not returned to the husband. In other words, the first agency, where she acted as the agent for delivery, has not ended, because an agent must have the ability to complete his involvement in the act, return to the person who appointed him, and inform him that the agency has been carried out. In this case, once she arrives at the court, her agency ends when she assumes the role of the recipient of the bill of divorce, and her involvement does not end. Therefore, the appointment of the agent itself is deficient, and the divorce should not take effect. Rather, the mishna should be explained that he said to her: Be an agent for delivery until you arrive there, and when you arrive there, appoint an agent for receipt on your behalf and give him the bill of divorce.

²⁷⁰ The Gemara asks: This works out well according to the one who said: A woman can appoint an agent to receive her bill of divorce from the hand of the agent of her husband, and it is not required that she receive the bill of divorce herself. However, according to the one who says: A woman cannot appoint an agent to receive her bill of divorce from the hand of the agent of her husband, what can be said?

²⁷¹ The Gemara answers: What is the reason of the one who said that the woman cannot appoint an agent to receive her bill of divorce from the agent of her husband? Because there is degradation of the husband in doing this, as he wishes to give the bill of divorce directly to the woman and not to an agent. And here the husband is not particular about the matter, as he instructed her to do so.

²⁷² The Gemara clarifies: This works out well according to the one who said: The reason for this halakha is due to the concern about the degradation of the husband. But according to the one who says that this halakha is a decree due to the case of her courtyard that comes afterward, what can be said? Some say that the reason for the halakha that the woman cannot appoint an agent to receive the bill of divorce from the agent of her husband is that there was a concern that if she were able to do so, then the courts may eventually allow her to be divorced by purchasing a courtyard into which her husband had placed the bill of divorce. In the latter case, the divorce does not take effect. The courtyard needs to be an extension of the hand of the woman, into which the husband places the bill of divorce, but it does not act as her agent. In any event, according to this opinion, the fact that the husband is not particular does not prevent this halakha from applying, as it does not depend on him.

²⁷³ The Gemara answers: According to this opinion, the mishna should be explained as discussing a case when he said to her: Be an agent for delivery of this bill of divorce until you arrive there, and when you arrive there, appoint another agent for delivery, and receive your bill of divorce from him.

²⁷⁴ And if you wish, say that he said to her: Be an agent for delivery until you arrive there, and when you arrive there, say before the court: It was written in my presence and it was signed in my presence, and you should then appoint the court as an agent, and they will give the bill of divorce to you.

Chapter 3

¹ MISHNA: Any bill of divorce that was not written for the sake of a specific woman is invalid.

How so? In a case of a man who was passing through the marketplace and heard the sound of scribes who write bills of divorce dictating the text to their students: The man so-and-so divorces so-and-so from the place of such and such; and the man said: This is my name and that is the name of my wife, and he wishes to use this bill for his divorce, this bill is unfit for him to divorce his wife with it, as it was not written for the sake of any woman.

² Moreover, if one wrote a bill of divorce with which to divorce his wife but later reconsidered, and a resident of his town found him and said to him: My name is the same as your name, and my wife's name is the same as your wife's name, and we reside in the same town; give me the bill of divorce and I will use it; the bill of divorce is unfit for the second man to divorce his wife with it.

³ Moreover, if one had two wives and their names were identical, and he wrote a bill of divorce to divorce the older one and then reconsidered, he may not divorce the younger one with it.

⁴ Moreover, if he said to the scribe: Write a bill of divorce for whichever one of them that I will want and I will divorce her with it, this bill of divorce is unfit for him to divorce either wife with it.

⁵ GEMARA: The second clause of the mishna considers a case where one wrote a bill of divorce with which to divorce his wife but later reconsidered, and a resident of his town with identical personal details found him and desired to use the bill of divorce. The Gemara asks: But then with what case is the first clause of the mishna, where a man discovers that a scribe had written a bill of divorce with identical personal details to his own, dealing; isn't that also a case of a bill of divorce that was written for someone else? Why did the tanna cite two seemingly identical cases?

⁶ Rav Pappa said: We are dealing with scribes who are practicing writing; the bill of divorce in the first case was written as an exercise and not because someone requested that it be written. Rav Ashi said: The language of the mishna is also precise, as it teaches: Scribes dictating, i.e., to their students, and it does not teach: Scribes reading the names on their own. The Gemara concludes: Indeed, learn from this phrasing that this is the correct understanding of the mishna.

⁷ By employing the introductory term: Moreover, the mishna indicates that each case teaches an additional novelty beyond that of the previous case. The Gemara asks: What novel element warrants the use of the term: Moreover? The Gemara answers by quoting a baraita: The school of Rabbi Yishmael taught that not only this bill of divorce, which was written for practice and which was not written for the sake of divorce, is unfit, but even that bill of divorce, which was written for the sake of divorce but the husband then reconsidered and did not use it, is unfit to be used by someone else.

⁸ And not only this bill of divorce, which was not written for the sake of his own divorce, is unfit, but even that bill of divorce, which was written for the sake of his own divorce, albeit for a particular wife, is unfit to be used for divorcing his other wife. And not only this bill of divorce, which was not written for the sake of this wife's divorce, but even that bill of divorce, which was written for this wife's divorce, as he instructed the scribe to write the bill of divorce for the sake of whichever wife he decides to divorce, is unfit to use in divorce.

⁹ The Gemara explains: What is the reason that a bill of divorce must be written for the sake of the woman who is being divorced? It is stated in the verse that deals with divorce: "And he writes for her

a scroll of severance and gives it in her hand” (Deuteronomy 24:1). This teaches the following: If the Merciful One had written only: And he gives a scroll of severance in her hand, I would say that the verse serves to exclude this case of the first clause of the mishna, where it was done not for the sake of severance, as the scribe wrote the bill of divorce as a mere exercise; however, if one wrote a bill of divorce to divorce his wife but then reconsidered, where it was done for the sake of severance, I would say that it is valid for another man to use for divorcing his wife. Therefore, the Merciful One writes in the Torah: “And he writes,” meaning that the bill of divorce must be written exclusively for the sake of his own divorce.

¹⁰ The Gemara continues the explanation: If the Merciful One had written only: And he writes, I would say that the verse serves to exclude this case mentioned previously, where the man using the bill of divorce was not the one who wrote it; but if a man has two wives with the same name, so that the man using the bill of divorce is writing it, say that it is a valid bill of divorce. Therefore, the Merciful One writes in the Torah: “And he writes for her,” teaching that a bill of divorce must be written for the sake of a specific wife.

¹¹ The Gemara asks: And why do I need the last clause of the mishna, which deals with a man who writes a bill of divorce for whichever wife he later chooses? The earlier clauses made clear that one must write the bill of divorce for the sake of the woman who is being divorced. The Gemara answers: This teaches us that there is no retroactive clarification, i.e., that one does not say that since he gave the bill of divorce to this wife, it is clarified retroactively that he had written the bill of divorce for her sake; rather, he must write it for her sake from the outset.

¹² § The mishna teaches: If he wrote a bill of divorce to divorce the older of his two wives and then reconsidered, he may not divorce the younger wife with it, even though the two wives share the same name. The Gemara deduces from this: It is the younger one whom he is not able to divorce with it, but he is able to divorce the older wife with it, as it was written for her from the outset. This is the case even though the younger wife would be able to collect payment of her marriage contract and remarry if she were to present this bill of divorce, as the court would think it was written for her.

¹³ Rava said: That is to say that one of two people with identical names, e.g., Yosef ben Shimon, who live in one city, can present a promissory note to claim a debt from others, and the borrower cannot claim that the promissory note was written for the other Yosef ben Shimon.

¹⁴ Abaye said to him: If that is so, then according to your reasoning, from the earlier clause of the mishna that teaches that if one man requests a bill of divorce from another, saying: My name is the same as your name, the bill of divorce is unfit for the second person to divorce his wife with it, one could infer that the second man is the one who is not able to divorce with it, but the first man is able to divorce with it even though they have the same names. But didn’t we say in a mishna (Bava Batra 172a): With regard to two people with identical names, neither of them can present a promissory note to the other, and another person cannot present a promissory note to them, as each one can deny that he is the one who owes the money? Here too, there is a concern lest the wife of the other use the bill of divorce to collect payment of her marriage contract even though the bill of divorce was not written for her.

¹⁵ Rather, what have you to say to explain how the first man can divorce his wife with this bill of divorce, and how it can be used as a reliable proof of divorce? One can say that the ruling of the mishna applies in a case where there are witnesses who observe the transmission of the bill of

divorce, and they confirm in court which woman was given the bill of divorce. And this mishna is in accordance with the opinion of Rabbi Elazar, who holds that presence of witnesses at the transmission of the bill of divorce is essential to its taking effect, so there is no concern that the wife of the other man will claim payment of her marriage contract.

¹⁶ Here too, in the case of two wives of the same man who have the same name, the ruling of the mishna applies in a case where there are witnesses who observe the transmission of the bill of divorce. And this mishna is in accordance with the opinion of Rabbi Elazar, and there is no concern that the other wife will claim payment of her marriage contract. Therefore, one should not deduce from this, as Rava did, that one of two people with the same name can present a promissory note to claim a debt from others.

¹⁷ § Rav says: All of the bills of divorce that the mishna categorizes as unfit to use for divorce still disqualify the women who receive them from marrying into the priesthood, as she is considered a divorced woman with regard to the halakha of marrying a priest, except for the first bill of divorce mentioned in the mishna. Unlike the other cases, that one was not written for the sake of divorce at all but was written only as part of a scribe's training. And Shmuel says: Even the first bill of divorce disqualifies her from marrying into the priesthood.

¹⁸ And Shmuel follows his own line of reasoning, as Shmuel says: Any place where the Sages taught in a mishna: An invalid bill of divorce, it indicates both that it is invalid to be used as a bill of divorce and that it nevertheless disqualifies the one who receives it from marrying a priest. Similarly, where the Sages taught: An invalid ḥalitza, it indicates both that the ḥalitza is invalid and that it nevertheless disqualifies the yevama from entering into levirate marriage with the other brothers.

¹⁹ In the West, Eretz Yisrael, they say in the name of Rabbi Elazar: If ḥalitza was performed on the left foot of the yavam, or at night, these acts of ḥalitza are invalid, and they nevertheless disqualify the yevama from entering into levirate marriage with the other brothers.

²⁰ However, if the yavam was a minor, or if the yevama performed ḥalitza while he was wearing a soft shoe made of cloth [anpileya] and not the shoe used for ḥalitza, then these acts of ḥalitza are invalid, and in these cases they do not disqualify her from entering into levirate marriage.

²¹ The Gemara quotes another opinion with regard to the question of which of the bills of divorce mentioned in the mishna would disqualify the woman from marrying a priest. Ze'eiri says: Reception of any of the bills of divorce mentioned in the mishna does not disqualify the woman from marrying a priest except in the final case, where the husband instructed the scribe to write a bill of divorce for one of his wives and explained that he would later decide which wife would be given the bill of divorce.

²² And similarly, Rav Asi says: Reception of any of the bills of divorce mentioned in the mishna does not disqualify the woman from marrying a priest except in the final case. But Rabbi Yoḥanan says: Even in the final case, that bill of divorce does not disqualify her from marrying a priest as well, as even that bill of divorce is not a bill of divorce at all. According to Rabbi Yoḥanan, there is no concern that retroactive clarification will determine that the bill of divorce was written for the sake of the woman who received it, while the amora'im who hold that the woman is disqualified from marrying a priest in the final case of the mishna regard the efficacy of retroactive clarification to be uncertain.

²³ The Gemara comments: And Rabbi Yoḥanan follows his own line of reasoning. As Rabbi Asi says that Rabbi Yoḥanan says: Brothers who divided property they received as an inheritance are considered purchasers from each other, and as purchasers of land they must return the portions to each other in the Jubilee Year. In the Jubilee Year, all land that had been purchased since the previous Jubilee Year reverts to the possession of the original owner. In this case, the land the brothers inherited from their father reverts to their joint ownership. Evidently, when they divided the land, this is not viewed as if it is retroactively clarified who inherited which portion from their father.

²⁴ And it is necessary for Rabbi Yoḥanan to state that there is no retroactive clarification both with regard to inheritance and with regard to a bill of divorce, as, if it were stated only with regard to this case, that of a bill of divorce, then one could say that with regard to this Rabbi Yoḥanan said that there is no retroactive clarification because we require that the bill of divorce be written in accordance with the verse: “He writes for her” (Deuteronomy 24:3), i.e., for her sake; but there, in the case of inheritance, one could say: It is only in the case of a sale that the Merciful One states that it will be returned in the Jubilee Year, but an inheritance and a gift will not be returned.

²⁵ And if he had taught us that there is no retroactive clarification only with regard to the inheritance of a field, then one could say that this is due to the fact that he holds that they must redistribute the property only as a stringency, but he would hold that in this case one must also be stringent and be concerned that it is a divorce. Alternatively, perhaps Rabbi Yoḥanan’s ruling was not because there is no retroactive clarification but because the halakha of the Jubilee Year requires that all land be returned to its state as it was initially, when the land had been divided among the tribes; but here, with regard to a bill of divorce, say that this consideration is not relevant, and there is retroactive clarification. Therefore, it is necessary for Rabbi Yoḥanan to rule that there is no retroactive clarification in each case separately.

²⁶ § The Gemara continues its discussion of the final case of the mishna. Rav Hoshaya asked of Rav Yehuda: If a husband said to a scribe: Write a bill of divorce for whichever of my wives emerges from the entrance first, what is the halakha? Rav Yehuda said to him: You learned it already in the mishna: Moreover, even if he said to the scribe: Write a bill of divorce for whichever one of them that I will want and I will divorce her with it, it is unfit for him to divorce either wife with it. Apparently, there is no retroactive clarification.

²⁷ Rav Hoshaya raised an objection to Rav Yehuda’s answer based on a mishna (Pesahim 89a): In the case of one who says to his children: I am slaughtering the Paschal offering on behalf of whichever of you goes up first to Jerusalem, once the first of the children has entered with his head and the majority of his body into Jerusalem, he has acquired his portion and acquires the portions of his brothers together with him on their behalf. This mishna indicates that there is retroactive clarification, as it becomes clear retroactively that the father slaughtered the Paschal offering on behalf of this son.

²⁸ Rav Yehuda said to him: Hoshaya, my son, what do Paschal offerings have to do with bills of divorce? Wasn’t it stated concerning this mishna that Rabbi Yoḥanan says: The mishna is not based on retroactive clarification; rather, the father included all his children in his Paschal offering from the outset. He created this competition only in order to galvanize them, so that they would be expeditious in their fulfillment of mitzvot.

²⁹ The Gemara comments that according to the explanation of Rabbi Yoḥanan, the language of the mishna is also precise, as it teaches: Once the first of the children has entered with his head and the majority of his body into Jerusalem, he has acquired his portion and acquires the portions of his brothers together with him on their behalf. Granted, if you say that the father registered them initially, before slaughtering the Paschal offering, the ruling is well understood. But if you say that he did not register them initially, can they then be registered after the slaughter of the Paschal offering? Didn't we learn in a mishna (Pesahim 89a): People may be registered and withdraw themselves from being registered for a Paschal offering until it is slaughtered, but not after? Clearly, then, the children must have already been registered before the father said his statement.

³⁰ That the competition was meant only to galvanize his children to be expeditious in their fulfillment of mitzvot is also taught in a baraita that records this type of competition: There was an incident such as this, and the daughters preceded the sons. And the daughters were found to have demonstrated that they were enthusiastic, whereas the sons were found to have demonstrated that they were lazy. The baraita is critical of the sons but does not say that they did not partake of the Paschal offering. Evidently the father slaughtered the offering for them as well.

³¹ Questioning Rav Yehuda's original answer to Rav Hoshaya, Abaye said: He asks him about a case where one makes the clarification dependent on the decision of others, but he resolves it based on a case where the husband makes the clarification dependent on his own decision. Rav Hoshaya asked about a bill of divorce written for whichever wife exits first, which depends on someone other than the husband, and Rav Yehuda resolved the question based on the mishna where the husband reserved the right to decide which wife he will divorce with the bill of divorce, which depends on his own decision. And then Rav Hoshaya raised an objection to him based on the mishna concerning the Paschal offering, where one makes the clarification dependent on the decision of others.

³² Rava said: What is the difficulty here? Perhaps it is so that for the one who accepts the principle of retroactive clarification, it is no different if one makes it dependent on his own decision, and it is no different if one makes it dependent on the decision of others. In either case, he accepts the principle of retroactive clarification. And according to the one who does not accept the principle of retroactive clarification, it is no different if one makes it dependent on his own decision, and it is no different if one makes it dependent on the decision of others. In either case, he does not accept the principle of retroactive clarification.

³³ Rav Mesharshiyya said to Rava: The issue of retroactive clarification is contingent upon the question of on whom the outcome is dependent. But isn't there the opinion of Rabbi Yehuda, who in a case where one makes it dependent on his own decision, he does not accept the principle of retroactive clarification, but when one makes it dependent on the decision of others, he accepts the principle of retroactive clarification?

³⁴ The Gemara elaborates: When one makes it dependent on his own decision, Rabbi Yehuda does not accept the principle of retroactive clarification, as it is taught in the Tosefta (Demai 8:7): In the case of one who purchases wine from among the Samaritans, about whom it is assumed that they did not separate teruma and tithes, and he is not in a position to now separate teruma, he acts as follows: If there are, for example, one hundred log of wine in the barrels, he says: Two log that I will separate in the future are teruma, as the mandated average measure of teruma is one-fiftieth; ten log are first tithe; and one-tenth of the remainder, which is approximately nine log, are second tithe.

³⁵ And he deconsecrates the second tithe that he will separate in the future, transferring its sanctity to money, and he may drink the wine immediately, relying on the separation that he will perform later, which will clarify retroactively which log he designated for the tithes and for teruma. This is the statement of Rabbi Meir. However, Rabbi Yehuda and Rabbi Yosei and Rabbi Shimon prohibit this practice, as they hold that in this case there is no retroactive clarification. It is therefore evident that according to Rabbi Yehuda, there is no retroactive clarification where one makes the clarification dependent on his own decision.

³⁶ By contrast, in a case where one makes the outcome dependent on the decision of others, Rabbi Yehuda accepts the principle of retroactive clarification, as we learned in a mishna (73a): In a case where an ill husband says to his wife: This is your bill of divorce from now if I die due to this illness, if he dies, the bill of divorce takes effect from the time of his statement. The mishna asks: What is the halakhic status of the wife in those days between when the bill of divorce was given but before the husband died?

³⁷ Rabbi Yehuda says: She is like a married woman with regard to all of her matters, and she remains forbidden to other men; and when he will die, it is a bill of divorce. Death is equivalent to a matter that is dependent on the decision of others. Since Rabbi Yehuda agrees that the bill of divorce takes effect retroactively, as it cannot take effect after the death of the husband, he evidently holds that there is retroactive clarification where one makes the clarification dependent on the decision of others.

³⁸ Furthermore, Rav Mesharshiyya said to Rava: But isn't there Rabbi Shimon, who, in a case where one makes the outcome dependent on his own decision, does not accept the principle of retroactive clarification, but when one makes it dependent on the decision of others, he accepts the principle of retroactive clarification?

³⁹ The Gemara elaborates: When one makes the outcome dependent on his own decision, Rabbi Shimon does not accept the principle of retroactive clarification. This is understood from that which we said in the case of wine purchased from Samaritans. When one makes the outcome dependent on the decision of others, Rabbi Shimon accepts the principle of retroactive clarification, as it is taught in a baraita in the Tosefta (Kiddushin 3:7): If a man said to a woman: I am engaging in sexual intercourse with you for the purpose of betrothal on the condition that my father will desire our betrothal, and then he married her without specification, then even if the father did not desire it she is nevertheless betrothed through this act of intercourse. Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon: If the father desires it, she is betrothed,

⁴⁰ and if the father does not desire it, she is not betrothed. It is therefore evident that according to Rabbi Shimon, there is retroactive clarification when one makes the outcome dependent on the decision of others, as in this case whether or not this betrothal takes effect is dependent on the desire of the father.

⁴¹ Rava said to Rav Mesharshiyya: Whether according to the opinion of Rabbi Yehuda or whether according to the opinion of Rabbi Shimon, it is no different if one makes the outcome dependent on his own decision, and it is no different if one makes it dependent on the decision of others; they both accept the principle of retroactive clarification.

⁴² Rava explains: And there, in the mishna about one who purchases wine from Samaritans, they do not prohibit him from relying on the separation that he will later perform because they do not accept

the principle of retroactive clarification. Rather, the reason they do not prohibit him from relying on the separation that he will later perform is as the Tosefta (Demai 8:7) teaches: The Sages said to Rabbi Meir: Don't you concede that perhaps the wineskin will burst before he manages to separate the teruma, and this person will have been found retroactively to be drinking untithed produce? Rabbi Meir said to them: When it actually bursts, there will be a concern. In any event, from the question that they addressed to Rabbi Meir, it is clear that they would accept the principle of retroactive clarification in this case.

⁴³ MISHNA: With regard to a scribe who writes the standard part [tofes] of bills of divorce in advance, so that when one requests a bill of divorce, he will need to add only the details unique to this case, he must leave empty the place in the bill of divorce for the name of the man, and the place for the name of the woman, and the place for the date.

⁴⁴ If a scribe writes the standard part of loan documents, he must leave empty the place of the name of the lender, the place of the name of the borrower, the place of the amount of the money being loaned, and the place of the date.

⁴⁵ If the scribe writes the standard part of documents of sale of land, he must leave empty the place for the name of the purchaser, and the place for the name of the seller, the place for the amount of the money for which the land is being purchased, the place for the description of the field that is being purchased, and the place of the date when the sale occurs. This is necessary due to the ordinance, as the Gemara will explain.

⁴⁶ Rabbi Yehuda invalidates all of these documents if their standard parts were written in advance. Rabbi Elazar deems all of them valid except for bills of divorce, as it is stated in the Torah: "And he writes for her" (Deuteronomy 24:1), indicating that he must write the bill of divorce for her sake. Therefore, one may not write even the standard part of the bill of divorce in advance, as that would not qualify as writing the bill of divorce for her sake.

⁴⁷ GEMARA: Rav Yehuda says that Shmuel says: One writing a bill of divorce in advance must also leave the place on the standard portion of the bill of divorce to write the essential phrase of: You are hereby permitted to marry any man. And the unattributed opinion of the mishna is the opinion of Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce, and we require the writing of the essential part of the bill of divorce to be for her sake. If one holds the other opinion, that signatory witnesses on the bill of divorce effect the divorce, then the words "And he writes for her" are referring to the signing of the bill of divorce, and the writing itself need not be done for her sake.

⁴⁸ The Gemara notes: And it is necessary for Shmuel to mention that the mishna is in accordance with the opinion of Rabbi Elazar in this mishna, as well as Rabbi Elazar's opinion in the previous chapter with regard to the mishnayot that discuss writing a bill of divorce on a surface that is attached to the ground (21b) and the writing of a bill of divorce by a deaf-mute, an imbecile, or a minor (22b).

⁴⁹ As, if he had taught us that the mishna is in accordance with the opinion of Rabbi Elazar only with regard to this first mishna (21b), which discusses writing a bill of divorce on a surface that is attached to the ground, one could have said it is only that mishna that can be interpreted in accordance with the opinion of Rabbi Elazar, as that mishna teaches: One may not write a bill of divorce on anything that is attached to the ground, and it teaches in the next clause: If one wrote it on

something that is attached to the ground; and there the Gemara proves from the comparison between these two clauses that the mishna must be in accordance with the opinion of Rabbi Elazar.

⁵⁰ However, in the latter clause of the next mishna (22b), which teaches that the reason a bill of divorce may be written by a deaf-mute, an imbecile, or a minor is that the ratification of a bill of divorce is only through its signatories, one could say that this is the opinion of Rabbi Meir, who said: Signatory witnesses on the bill of divorce effect the divorce, and the mishna is discussing a case where the entire bill of divorce was written by the deaf-mute, imbecile, or minor. Therefore, it was necessary for Shmuel to state that this mishna is in accordance with the opinion of Rabbi Elazar and is discussing a case where the essential part of the bill of divorce was left empty.

⁵¹ And if he had taught us with regard to that mishna (22b), then it would be possible to say: That mishna can also be interpreted in accordance with the opinion of Rabbi Elazar, as it is explained that the mishna is referring to the writing of the standard portion, but with regard to this mishna here, say: Since the last clause is explicitly attributed to Rabbi Elazar, the first clause must not be in accordance with the opinion of Rabbi Elazar. Therefore, it was necessary for Shmuel to note that each of three mishnayot is in accordance with the opinion of Rabbi Elazar.

⁵² The mishna teaches that the scribe may write the standard part of the document in advance, leaving empty the essential part, due to the ordinance. The Gemara asks: To what ordinance is the mishna referring? Rabbi Yonatan says: Due to the ordinance for the benefit of a scribe, i.e., to enable a scribe to write the standard part of a document in advance so that when a customer arrives he will not need to write the document hurriedly. And it is in accordance with the opinion of Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce. And according to Rabbi Elazar's opinion, by right it should have been that the scribe would not write even the standard part of the document in advance, as that part must also be written for her sake, but due to the ordinance for the benefit of scribes, the Sages permitted it.

⁵³ The mishna teaches: Rabbi Yehuda invalidates all of these documents, not only bills of divorce, even if only their standard parts were written in advance. The Gemara explains: Rabbi Yehuda decreed that one may not write the standard part of a document in advance due to the concern lest the scribes eventually come to write the essential part of a document [toref] in advance as well. Similarly, he decreed that this halakha applies to all documents, which need not be written for anyone's sake, due to bills of divorce.

⁵⁴ The mishna continues: And Rabbi Elazar deems all of them valid except for bills of divorce. The Gemara explains his reasoning: Rabbi Elazar decreed that one may not write the standard part of a document in advance due to the concern lest the scribes eventually come to write the essential part of the document in advance. However, he did not decree that this halakha applies to all documents, which need not be written for anyone's sake, due to bills of divorce.

⁵⁵ The mishna teaches that Rabbi Elazar invalidates bills of divorce when the standard part of the document was written in advance, as it is stated in the Torah: "And he writes for her" (Deuteronomy 24:1), which teaches that it must be written for her sake. The Gemara asks: But when it is written: "And he writes for her," it is about the essential part of a document that it is written, and not about the standard part.

⁵⁶ The Gemara answers: Rather, say that Rabbi Elazar invalidates bills of divorce when the standard part of the bill of divorce is written in advance because it is stated with regard to the essential part of

the bill of divorce: “And he writes for her,” which teaches that it must be written for her sake. In other words, Rabbi Elazar decrees that even the standard part of the document must be written for her sake, due to the fact that the Torah delineates this requirement with regard to the essential part of the bill of divorce.

⁵⁷ The Gemara asks: If the first clause of the mishna is in accordance with the opinion of Rabbi Elazar, this is difficult, as there is a contradiction between the explicit statement of Rabbi Elazar in the last clause of the mishna, where he rules that a scribe may not write the standard part of a bill of divorce in advance, and the statement of Rabbi Elazar in the first clause of the mishna that a scribe may write the standard part of a bill of divorce in advance. The Gemara answers: There are two tanna'im, and they disagree with regard to the opinion of Rabbi Elazar.

⁵⁸ The Gemara returns to discussing the ordinance mentioned in the mishna. Rabbi Shabbetai says that Hizkiyya says: The ordinance mentioned in the mishna was not instituted for the benefit of scribes, allowing them to prepare the standard part of bills of divorce in advance. The ordinance was instituted due to the desire to prevent a quarrel, and it is in accordance with the opinion of Rabbi Meir, who says: Signatory witnesses on the bill of divorce effect the divorce, and there is no need for the bill of divorce to be written for the sake of the woman.

⁵⁹ He continues to explain the ordinance: And by right it should have been that the scribe would be permitted to write even the essential part of the bill of divorce as well. But sometimes there might be a wife who hears the scribe who by chance is writing in advance a bill of divorce with her name, and she thinks that her husband told him to write the bill of divorce on his behalf, and she will have a quarrel with him. Therefore, the Sages instituted an ordinance that the scribe may not write the essential part of the bill of divorce in advance, as it includes the names of the husband and the wife.

⁶⁰ The Gemara suggests another understanding of the ordinance mentioned in the mishna. Rav Hisda said that Avimi said: The reason for the ordinance is due to the desire to provide a remedy for deserted wives. How so? Some say that he explained the mishna in accordance with the opinion of Rabbi Meir, and some say that he explained it in accordance with the opinion of Rabbi Elazar.

⁶¹ The Gemara clarifies: Some say that it is in accordance with the opinion of Rabbi Meir, who said: Signatory witnesses on the bill of divorce effect the divorce; and by right it should have been that the scribe would be permitted to write, in advance, even the essential part of the bill of divorce as well. But sometimes there could be a situation when the husband has a quarrel with his wife and becomes angry with her, and he might throw the bill of divorce to her and desert her and leave her divorced because he possessed a bill of divorce that had been prepared in advance. The Sages therefore instituted that a complete bill of divorce may not be prepared in advance to ensure that it would take time for the husband to obtain one, in the hope that he would calm down in the interim and reconsider.

⁶² Some say that he explains the mishna in accordance with the opinion of Rabbi Elazar, who said: Witnesses of the transmission of the bill of divorce effect the divorce; and by right it should have been that scribes would not be permitted to write in advance even the standard part of the bill of divorce as well, due to a decree lest they come to write the essential part in advance. But sometimes the husband needs to travel to a country overseas, and he will not find a scribe who can write the bill of divorce for him, and he will abandon her and go and desert her and leave her in this position. The

Sages instituted that scribes may write the standard part of the bill of divorce in advance, so that they can finish it quickly by simply adding the essential part.

⁶³ § The mishna teaches that the scribe must leave a place for the names and a place for the date. The Gemara comments: The tanna categorically teaches this halakha; it is no different if the divorce is from the state of marriage, and it is no different if the divorce is from the state of betrothal.

⁶⁴ The Gemara clarifies: Granted, in the case of a divorce from the state of marriage, it is understood why the bill of divorce must be dated. Whether according to the one who said that the reason for writing the date on a bill of divorce is due to a situation where one marries the daughter of his sister, to prevent the husband from protecting her if she commits adultery by giving her an undated bill of divorce and claiming that they had been divorced before she committed adultery with the other man, there is a reason to record the date, or whether according to the one who said that it is due to a concern for her produce, to enable her to collect the produce of her usufruct property from the moment they are divorced, there is a reason to record the date.

⁶⁵ But in the case of a divorce from the state of betrothal, granted, according to the one who said that the date is written on a bill of divorce due to a situation where one marries the daughter of his sister, there is the same concern where she is divorced after being betrothed, as the halakhot of adultery take effect from the time of betrothal. But according to the one who said that it is due to a concern for her produce, does a betrothed woman have produce? In any case, the husband has a right to use his wife's property only after they are married. Therefore, it is not necessary to protect her rights by dating the bill of divorce to show when the husband's rights to her property terminate.

⁶⁶ Rav Amram said: I heard this matter from Ulla, who said that the date is written on the bill of divorce for the benefit of the child, and I did not know what this benefit is. Once I heard that which is taught in a baraita: With regard to one who says: Write a bill of divorce for my betrothed, as when I will bring her in to my home in marriage I will divorce her with it, it is not a valid bill of divorce. And Ulla said: What is the reason that it is not a valid bill of divorce? Since once he marries her she may become pregnant, there is a rabbinic decree due to the concern lest they say that receipt of her bill of divorce precedes conception of her son, as it was written while they were betrothed. Here too, the reason the scribe must leave the place of the date in a bill of divorce for a betrothed woman is that the husband may marry her before divorcing her, and there is a rabbinic decree due to the concern lest they say that receipt of her bill of divorce precedes conception of her son.

⁶⁷ § Rabbi Zeira says that Rabbi Abba bar Sheila says that Rav Hamnuna Sava says that Rav Adda bar Ahava says that Rav says: The halakha with regard to writing the standard portion of the bill of divorce in advance is in accordance with the opinion of Rabbi Elazar that such a bill of divorce is invalid. Upon hearing this ruling, Rav proclaimed about Rabbi Elazar: He is the most gratified of the Sages, as the halakha is in accordance with his opinion.

⁶⁸ The Gemara asks: And is the halakha in accordance with the opinion of Rabbi Elazar even with regard to other documents as well, that it is permitted for scribes to write the standard portion of other documents in advance? But didn't Rav Pappi say in the name of Rava: With regard to this ratification of judges, which serves to confirm the authenticity of a promissory note that was written before the witnesses had testified about their signatures on the promissory note, it is invalid, even if the witnesses later attested that those were their signatures. Apparently it has the appearance of

falsehood, because the court ratified the document before hearing the testimony. Here too, if one writes the documents in advance, they have the appearance of a falsehood.

⁶⁹ The Gemara notes: And Rav Pappi's statement that all documents written in advance are invalid because they have the appearance of falsehood is not accepted, because of the statement of Rav Nahman. As Rav Nahman said: Rabbi Meir, who holds that signatory witnesses on the bill of divorce effect the divorce, would say: Even if a husband found an unsigned bill of divorce in the garbage, and he had it signed and gave it to his wife, it is valid, as he holds that the manner of the writing of the bill of divorce does not affect whether or not it is a valid bill of divorce. And even the Rabbis disagree with the opinion of Rabbi Meir only with regard to bills of divorce, as they hold that we require the writing to be for her sake; but with regard to other documents, they do not disagree.

⁷⁰ The Gemara comments: The proof of this is that Rabbi Asi says that Rabbi Yoḥanan says: In the case of a promissory note with which one borrowed money and the borrower then repaid the debt, he may not borrow money again with it. The reason is that its lien has already been forgiven. Once the debt has been repaid, the lien resulting from the loan is no longer in force. The witnesses did not sign the document again at the time of the second loan, so the lien will not be in effect, and the loan will have the status of one by oral agreement. The Gemara infers: The reason that he cannot reuse the document is that its lien has been forgiven, so that the document is no longer accurate. But as for the fact that it has the appearance of falsehood, as it was written prior to the second loan, we are not concerned.

⁷¹ MISHNA: With regard to an agent who brings a bill of divorce and it was lost from him, if he finds it immediately then the bill of divorce is valid. But if not, then it is invalid, as it is possible that the bill of divorce that he found is not the same one that he lost, and this second bill of divorce belongs to someone else whose name and wife's name are identical to the names of the husband and wife in the lost bill of divorce. However, if he found it in a ḥafisa or in a deluskema that he knows is his, or if he recognizes the actual bill of divorce, then it is valid.

⁷² GEMARA: The mishna teaches that if a bill of divorce was lost before being received by the woman it is invalid unless it was found immediately. And the Gemara raises a contradiction from a mishna (Bava Metzia 18a): If one found bills of divorce, or bills of manumission, wills [dayetikei], deeds of gifts, or receipts, this finder should not return these items to the one who is presumed to have lost them, as I say it is possible that they were written and then the writer reconsidered about them and decided that he would not give them. One could infer from this mishna as follows: But if the writer said: Give these found documents to the intended recipient, one gives them, and this is true even if a long time passed since they were lost, and there is no concern that perhaps this document belongs to someone else with the same name.

⁷³ Rabba said: This is not difficult. Here, in the mishna that rules that the bill of divorce cannot be used unless it was found immediately, it is stated with regard to a place where caravans are frequently found, and there is a concern that the found bill of divorce belongs to someone else with the identical name. There, in the mishna in tractate Bava Metzia, it is stated with regard to a place where caravans are not frequently found, so one may return the document if he knows that the writer did not reconsider.

⁷⁴ The Gemara comments: And even in a place where caravans are frequently found, there is not always a concern that the bill of divorce may belong to another man with an identical name, but this

concern is only where it has been established that there are two men named, e.g., Yosef ben Shimon, in that one town.

⁷⁵ The Gemara continues: As, if you do not say so, that this concern is taken into account only in a place where it is known that there are two people with the same name, then there is a difficulty presented in the form of a contradiction between this statement of Rabba and another statement of Rabba. As there was a certain bill of divorce that was found, i.e., brought, in the court of Rav Huna, and the name of the place that was written in it was: In Sheviri the city, which is on the Rakhis River. And Rav Huna said: One is concerned about the possibility of the existence of two cities called Sheviri, and it is possible that this bill of divorce belongs to another man with an identical name.

⁷⁶ The Gemara continues: And Rav Hisda said to Rabba, who was then a student: Go out and examine this halakha, as Rav Huna will ask you about it at night. Rabba went out, examined it, and discovered a relevant source. As we learned in a mishna (Bava Metziah 20a): One should return all court enactments, i.e., promissory notes that have been authenticated by the court, to their owner, and there is no concern that perhaps there are two towns with the identical name and that the promissory note belongs to someone else.

⁷⁷ The Gemara explains: But isn't the court of Rav Huna comparable to a place where caravans are frequently found, as there were always many people present there? And yet Rabba resolved the question and ruled that one should return the document to the owner, which appears to contradict his earlier ruling that one should not return a document found in a place where caravans are frequently found. Apparently he holds that if it is established that there are two people named Yosef ben Shimon in one town, then yes, there is a concern and the document should not be returned, but if not, there is no concern.

⁷⁸ The Gemara relates: Rabba performed an action, i.e., issued a practical ruling, with regard to a certain bill of divorce that was found in the flax house in the city of Pumbedita, in accordance with his ruling of halakha. As to the details of this incident, there are those who say that this was in the place where people soaked flax, and although it was established that there were two people with the same name living in the city mentioned in the bill of divorce, he ruled this way since it was a place where caravans are not frequently found. And there are those who say that this occurred in a place where people sold flax, and it was not established that two people with the same name lived in the city where the bill of divorce was written, and this occurred in a place where caravans are frequently found.

⁷⁹ Concerning this issue, the Gemara relates that Rabbi Zeira raises a contradiction between the mishna and a baraita and then answers it: We learned in the mishna: With regard to an agent who brings a bill of divorce and it was lost from him, if he finds it immediately then the bill of divorce is valid. And if not, it is invalid. And he raises a contradiction from a baraita that states: If one found a woman's bill of divorce in the marketplace, then when the husband admits that he wrote it and gave it, the finder should return it to the woman. If the husband does not admit to this, then he should not return it, not to this man and not to this woman. One can infer from here: But

⁸⁰ when the husband admits that he wrote it, in any event he should return it to the woman, and by omission this appears to be the halakha even if a long time has passed since the bill of divorce was lost. And Rabbi Zeira answers: Here, in the mishna where it states that he should not return it, it is

stated with regard to a place where caravans are frequently found; there, in the baraita where it states that he should return it, it is stated with regard to a place where caravans are not frequently found.

⁸¹ The Gemara compares the rulings of Rabba and Rabbi Zeira. There are those who say with regard to Rabbi Zeira's statement that he should not return it in a place where caravans are frequently found: And this is the case when it is established that there are two people in the town with the identical name. In that case, Rabbi Zeira holds that it should not be returned, and this is the same ruling as that of Rabba. And there are those who say: In a place where caravans are frequently found, even though it is not established that there are two people with identical names, it should not be returned, and he disagrees with the ruling of Rabba.

⁸² The Gemara clarifies: Granted that Rabba did not say a discourse like that of Rabbi Zeira and raise a contradiction from the baraita, as he holds that it is a stronger challenge to raise a difficulty from the mishna in tractate Bava Metzia because the Mishna, redacted by Rabbi Yehuda HaNasi, employs more precise language than baraitot. But what is the reason that Rabbi Zeira did not say a discourse like that of Rabba and raise a contradiction from the mishna in tractate Bava Metzia?

⁸³ The Gemara answers: Rabbi Zeira could have said to you: Does the mishna teach that if he said: Give the found document to the intended recipient, one gives it, and this is so even if a long time passed? This was only an inference from the mishna. Perhaps the mishna should be interpreted differently, so as to teach: If he said: Give it, then one gives it, but this is only as we maintain in the mishna, when it is found immediately, not if a long time has passed.

⁸⁴ The Gemara offers an alternative resolution to the contradiction between the mishna here, on the one hand, and the mishna in tractate Bava Metzia and the baraita, on the other hand. Rabbi Yirmeya said: It is possible to resolve the contradiction in a different way: The latter permit one to return a lost bill of divorce only in a case where the witnesses who signed the bill of divorce say: We have never signed a bill of divorce of Yosef ben Shimon other than this one, in which case there is no concern that the bill of divorce belongs to someone else.

⁸⁵ The Gemara asks: If that is so, what is the purpose of stating that one returns the bill of divorce? Since it clearly belongs to her, there is no question that it must be returned to her. The Gemara answers: It is necessary lest you say that one should be concerned that perhaps it happened that another bill of divorce was written in which the names of the husband and the wife are identical to the names of the husband and wife of the second bill of divorce, and the names of the witnesses on that bill of divorce are identical to the names of the witnesses on this bill of divorce, when in fact they are different witnesses. Therefore, the mishna teaches us that this is not a concern.

⁸⁶ The Gemara suggests an alternative resolution to the contradiction. Rav Ashi said: When do the mishna in tractate Bava Metzia and the baraita rule that one should return the bill of divorce? It is in a case where the one who lost it says: There is a hole in the bill of divorce, next to such and such a letter, as this is a clear-cut distinguishing mark for him. The Gemara comments: And Rav Ashi permits the returning of such a bill of divorce specifically when one says that the hole is next to such and such a letter, as that is a clear-cut distinguishing mark for him. But if he said only that it had a hole without mentioning its precise location, then one should not return the bill of divorce, as that is not considered a clear-cut distinguishing mark.

⁸⁷ The Gemara explains: Rav Ashi is uncertain with regard to whether the obligation to return a lost item to its owner on the basis of distinguishing marks is by Torah law or if it is by rabbinic law.

Therefore, in the case of a bill of divorce, he holds that one may rely only on a clear-cut distinguishing mark, as everyone agrees that the requirement to return a lost item to its owner on the basis of a clear-cut distinguishing mark is by Torah law.

⁸⁸ Apropos this discussion the Gemara relates an incident: Rabba bar bar Ḥana lost the bill of divorce that he was transmitting, when he was in the study hall. He said: If they request a distinguishing mark, I have one for it. If it depends on visual recognition, I have methods of recognition for it. They returned the bill of divorce to him. He said afterward: I do not know if they returned it due to the distinguishing mark that I supplied, and they hold that distinguishing marks are used to return lost items by Torah law, or if it was due to my visual recognition, and it is specifically Torah scholars [tzurva midrabbanan] like me who are relied upon when they say that they recognize an item, but an ordinary man would not be relied upon to recognize the item and have it returned to him.

⁸⁹ § The mishna teaches that if one found the bill of divorce immediately, it is valid, but if not, then it is invalid. The Sages taught: What is considered not immediately? Rabbi Natan says: It is when there was a delay equivalent to the amount of time it would take for a caravan to pass by and camp there. Rabbi Shimon ben Elazar says: There is no fixed amount of time; rather, it is within the category of immediately as long as there will be a person that stands and sees that no other person passed there. And some say that he said: It is as long as no person stopped there. Rabbi Yehuda HaNasi says: It is within the category of immediately if there was not a delay equivalent to the amount of time it would take to write the bill of divorce. Rabbi Yitzḥak says: It is equivalent not to the amount of time needed write the bill of divorce, but equivalent to the amount of time it would take to read it. Others say: It is equivalent to the amount of time it would take to write it and to read it.

⁹⁰ The Gemara adds: And even if there was a delay and the bill of divorce has distinguishing marks on it, the marks attest to it and it is considered a valid bill of divorce. This is the halakha where the distinguishing marks are clear-cut, e.g., when they say: It has a hole next to such and such a letter. And one may not testify with regard to distinguishing marks of the physical description of the bill of divorce itself, e.g., where they say: This bill of divorce is long or short, as these are not considered distinguishing marks.

⁹¹ In a case where one found a bill of divorce tied up in a pouch or in a purse [arnaki], or encircled in a ring, and he recognizes the document,

⁹² or in a case where he found it among his utensils in his house, then even if a long time passed, the bill of divorce is valid.

⁹³ It was stated that the amora'im disagreed with regard to the halakha in this dispute: Rav Yehuda says that Shmuel says: The halakha is that the bill of divorce is valid as long as no person stopped there. Rabba bar bar Ḥana says that Rav Yitzḥak bar Shmuel says: The halakha is that the bill of divorce is valid as long as no other person passed there.

⁹⁴ The Gemara asks: Why is it necessary to state the actual opinion? Let this Sage, Rav Yehuda citing Shmuel, say that the halakha is in accordance with the opinion of this Sage, the opinion cited as: Some say; and let this Sage, Rabba bar bar Ḥana citing Rav Yitzḥak bar Shmuel, say that the halakha is in accordance with the opinion of this Sage, Rabbi Shimon ben Elazar. The Gemara answers: Because there are those who reverse the opinions of the tanna'im, they needed to state the opinions explicitly so that there would be no mistake with regard to the halakha.

⁹⁵ § The mishna teaches that if one found the bill of divorce in a ḥafisa or in a deluskema, then it is valid. The Gemara asks: What is the meaning of the word ḥafisa? Rabba bar bar Ḥana says: It is a small flask. What is the meaning of deluskema? It is a purse [telika] of the elderly.

⁹⁶ MISHNA: In the case of an agent who brings a bill of divorce to a woman, and when he had left the husband was elderly or sick, the agent gives her the bill of divorce based on the presumption that the husband is still alive, and there is no concern that in the meantime he has died, thereby canceling the bill of divorce.

⁹⁷ Similarly, with regard to an Israelite woman who is married to a priest and may therefore partake of teruma, and her husband went to a country overseas, she may continue to partake of teruma based on the presumption that her husband is still alive. Similarly, in the case of one who sends his sin-offering from a country overseas, the priests may offer it on the altar based on the presumption that the one who sent it is still alive.

⁹⁸ GEMARA: Rava says: They taught that this presumptive status exists only concerning an elderly man who has not reached his years of strength, i.e., the age of eighty, and an ordinary sick person, as the majority of sick people continue to live and recover from their illnesses. But if the husband was an elderly man who had reached his years of strength, or if he was moribund, then, as the majority of moribund people proceed to die, he does not have this presumptive status.

⁹⁹ Abaye raised an objection to Rava's statement from a baraita: With regard to an agent who brings a bill of divorce and left the husband when he was old, even one hundred years old, he gives the bill of divorce to the wife, based on the presumption that her husband is still alive. The Gemara concludes: This is a conclusive refutation, and Rava's statement is rejected.

¹⁰⁰ The Gemara comments: And if you wish, say that this is not a conclusive refutation. In the case of the baraita, since it is so that the man reached an exceptionally old age, one cannot apply the general presumptions to him and must instead apply presumptions that are for one who has reached an exceptionally old age. However, in a case where someone has not demonstrated that he is an exception to the rule, once he reaches the age of eighty there is a concern that perhaps he has died in the interim.

¹⁰¹ § Abaye raises a contradiction before Rabba: We learned in the mishna that in the case of an agent who brings a bill of divorce to a woman and left the husband when he was elderly or sick, the agent gives her the bill of divorce based on the presumption that the husband is still alive. And one can raise a contradiction from a baraita (Tosefta 6:11) that states: If one is leaving his place of residence, and in order to preclude a situation where his wife would have the status of a deserted wife he gives her a conditional bill of divorce and stipulates: This is your bill of divorce that will take effect one hour prior to my death, it is immediately prohibited for her to partake of teruma, due to the concern that he may die immediately after an hour has passed. Apparently, there is a concern that one may die at any point.

¹⁰² Rabba said to him: Do you raise a contradiction from the halakhot of teruma to the halakhot of bills of divorce? Concerning teruma, it is possible for the wife to eat only non-sacred produce in order to be stringent due to the possibility that her husband may die. However, concerning a bill of divorce it is not possible to take into account the possibility that her husband may die, as there would then be no way for a husband to send a bill of divorce to her with an agent.

¹⁰³ And the Gemara raises a contradiction from the halakhot of teruma in the mishna to the halakhot of teruma in a baraita. We learned in the mishna: With regard to an Israelite woman who is married to a priest and may therefore partake of teruma, and her husband went to a country overseas, she may continue to partake of teruma based on the presumption that her husband is still alive.

¹⁰⁴ And the Gemara raises a contradiction from a baraita: If one says to his wife: This is your bill of divorce that will take effect one hour prior to my death, it is immediately prohibited for her to partake of teruma due to the concern that he may die immediately after an hour has passed. These two halakhot appear to contradict one another.

¹⁰⁵ Rav Adda, son of Rav Yitzḥak, said: It is different there, as he rendered her forbidden to himself one hour prior to his death, meaning that she will definitely be prohibited from partaking of teruma at some point. Therefore, it is considered to be an uncertainty immediately. Rav Pappa objects to this answer: From where is it known that he will die first and she will be prohibited from partaking of teruma? Perhaps she will die first, and the bill of divorce will never take effect.

¹⁰⁶ Rather, Abaye said that this is not difficult: This mishna, which permits the woman to partake of teruma, is in accordance with the opinion of Rabbi Meir, who is not concerned about potential death. That baraita, which prohibits the woman from partaking of teruma, is in accordance with the opinion of Rabbi Yehuda, who is concerned about potential death.

¹⁰⁷ As we learned in a baraita in the Tosefta (Demai 8:7): In the case of one who purchases wine from among the Samaritans, about whom it is assumed that they did not separate teruma and tithes, and he is not in a position to separate teruma, he acts as follows: If there are, for example, one hundred log of wine in the barrels, he says: Two log that I will separate in the future are teruma, as the mandated average measure of teruma is one-fiftieth; ten log are first tithe; and one-tenth of the remainder, which is approximately nine log, are second tithe. And he deconsecrates the second tithe that he will separate in the future, transferring its sanctity to money, and he may drink the wine immediately, relying on the separation that he will perform later, which will clarify retroactively what he designated for the tithes and for teruma. This is the statement of Rabbi Meir.

¹⁰⁸ The baraita continues: However, Rabbi Yehuda and Rabbi Yosei and Rabbi Shimon prohibit this practice. These Sages, Rabbi Yehuda among them, were concerned that perhaps the wineskin would burst before he would manage to separate the teruma, whereas Rabbi Meir is not concerned about this occurring. Similarly, it is said that Rabbi Meir is not concerned about potential death, and Rabbi Yehuda is concerned.

¹⁰⁹ Rava said:

¹¹⁰ There is a different distinction: We are not concerned that perhaps he has already died, which is why the mishna rules that she may continue to partake of teruma. However, in the case of one who stipulates that the bill of divorce will take effect one hour before his death, we are concerned that perhaps he will die at an unknown moment in the future and she will no longer be permitted to partake of teruma.

¹¹¹ Rav Adda bar Mattana said to Rava: But the concern in the case of the wineskin is that it might burst before one is able to separate the teruma and tithes, which is similar to the concern that perhaps he will die, as both are concerns with respect to the future, and Rabbi Yehuda and Rabbi Meir disagree. Rav Yehuda of Diskarta said: A wineskin is different, as it is possible to give it to a

watchman who will protect it from bursting, which is why Rabbi Meir is not concerned that it might burst. This reasoning does not apply to the concern that the husband might die.

¹¹² Rav Mesharshiyya objects to this answer: Your guarantor himself needs a guarantor, as there is no way of knowing that the guardian will not be negligent, so the wineskin may burst. Rather, Rava said: Everyone agrees that we are not concerned that perhaps he has already died, in accordance with the mishna here. As to the issue of whether there is a concern that perhaps he will die, as in the case of the baraita, this is a dispute between tanna'im.

¹¹³ § The mishna teaches that in the case of one who sends his sin-offering from a country overseas, the priests may sacrifice it on the altar, based on the presumption that the one who sent it is still alive. The Gemara asks: But doesn't an offering require the placing of hands on the head of an offering by the one who brings the offering? In this case the owner of the offering is elsewhere and cannot place his hands on the offering. Rav Yosef says: The mishna states this ruling with regard to the offering of women, as women are not required to place their hands on the head of their offerings. Rav Pappa says: The mishna states this ruling with regard to a bird sacrificed as a sin-offering, where it is not required that the owner place his hands on the head of the offering.

¹¹⁴ Noting that the mishna states the same halakha, that the presumption is that one remains alive, in three different contexts, the Gemara comments: And it is necessary for the mishna to state this in all three cases, as, if it had taught us only the case of a bill of divorce, one might have said that it is due to the fact that it is not possible to take into account the possible death of the husband, as there would then be no way for the husband to send a bill of divorce to his wife with an agent. That is why the presumption that the husband is alive is relied upon. But with regard to teruma, where it is possible for the wife to partake of non-sacred produce, say the presumption is not relied upon, and there is a concern that he died.

¹¹⁵ And if it had taught us also the case of teruma, one might have said that there are times that it is not possible for the wife to avoid partaking of teruma, e.g., if she does not have sufficient non-sacred produce. But with regard to a bird sacrificed as a sin-offering, one might say that for a situation of uncertainty as to whether the sin-offering may be sacrificed, since its owners might not be alive, one should not bring non-sacred animals, i.e., an animal that may not be sacrificed, into the Temple courtyard. Therefore, it is necessary for the mishna to mention all of these cases.

¹¹⁶ MISHNA: Rabbi Elazar ben Perata said three statements before the Sages as testimony from previous generations, and they upheld his statements: He spoke concerning the residents of a town that was surrounded by a camp of besiegers [karkom]; and concerning the travelers in a ship that is cast about in the sea; and concerning one who is going out to be judged in a capital case; that they are all presumed to be alive.

¹¹⁷ However, concerning the residents of a town that was conquered by a camp of besiegers; and the travelers on a ship that was lost at sea; and one who is going out to be executed after receiving his verdict; in these cases one applies to them the stringencies of the living and the stringencies of the dead. How so? An Israelite woman married to a priest in one of these situations or a daughter of a priest married to an Israelite in one of these situations may not partake of teruma. The first woman may not do so because she may partake of teruma only while her husband is alive, and the second may not do so because she may partake of teruma only if he has died.

¹¹⁸ GEMARA: Rav Yosef says: They taught that one applies the stringencies of the living only to one who is being taken to be executed in a Jewish court, where even once he is being taken to be executed, he will be released if the court finds evidence for his innocence; but in a court of the nations of the world, once he is sentenced to death, he is killed in any case. Therefore, he should be considered as a dead man in every regard.

¹¹⁹ Abaye said to him: In a court of the nations of the world as well, perhaps they will not execute him, as they accept bribes. Rav Yosef said to him: When they take a bribe, it is only before the verdict [puresei shenmag] has been sealed; but after the verdict has been sealed, they do not take bribes.

¹²⁰ According to Rav Yosef, in a Jewish court, even after one's verdict is complete the presumption is that he is alive. The Gemara raises an objection to this from a mishna (Makkot 7a) concerning one who fled from the court after his verdict had been issued: Any place where two witnesses arise and say: We testify about so-and-so that his judgment was finalized in the court of so-and-so, and so-and-so and so-and-so were his witnesses, the halakha is that this person should be killed. It is evident from the mishna in tractate Makkot that there is no concern that the court may have later found a reason to release him. The Gemara answers: Perhaps one who flees is different, as the court will not reconsider his verdict once he has fled.

¹²¹ The Gemara suggests another proof: Come and hear: If one heard from a Jewish court that they were saying: The man so-and-so died, or: The man so-and-so was killed, then the court allows his wife to marry. If he heard from a gentile judicial registrar [komentirisin]: The man so-and-so died, or: The man so-and-so was killed, then the court does not allow his wife to marry.

¹²² The Gemara clarifies: What does it mean when it says: Died, and what does it mean when it says: Was killed? If we say that: Died, means that he actually died, and: Was killed, means that he was actually killed, such that the case concerning the gentiles is stated in a similar manner, i.e., that he heard from the gentile registrar that the person was actually dead, why may the court not allow his wife to marry? Don't we maintain that with regard to any gentile who speaks offhandedly, the Sages deemed him credible? Therefore, the gentile should be deemed credible when he says that someone died or was killed.

¹²³ Rather, is it not necessary to explain that when it says: Died, it means that he is going out to die, and when it says: Was killed, it means going out to be executed. And it teaches that if it occurred in a Jewish court then the court allows his wife to marry, as it is assumed that he was already executed, contrary to the statement of Rav Yosef.

¹²⁴ The Gemara answers: Actually, it can be explained that he actually died, and actually was killed. And with regard to that which you said: Such that the case concerning the gentiles is stated in a similar manner, why may the court not allow his wife to marry? Don't we maintain that with regard to any gentile who speaks offhandedly, the Sages deemed him credible? The answer is that this credibility applies only in a matter that is not relevant to the gentiles; but in a matter that is relevant to the gentiles, such as here, where they desire to publicize that they carried out their verdict, it is common for them to reinforce their false verdict, i.e., once they reach a verdict they will say that the accused was killed. Therefore, one cannot rely on their statements.

¹²⁵ This is one version of the discourse; there is also another version: There are those who say that Rav Yosef said: They taught that one applies the stringencies of the living and the dead only in a court of the nations of the world;

¹²⁶ but in a Jewish court, once his verdict to be executed has emerged, they execute him.

¹²⁷ Abaye said to him: In a Jewish court as well, it is possible that the court will see fit to acquit him afterward and he will be released. Rav Yosef said: When the court sees fit to acquit him, it is before the verdict; after the verdict the court will not further see fit to acquit him, as it is uncommon for the court to find a reason to acquit him after his verdict has been delivered.

¹²⁸ The Gemara suggests: Let us say that a mishna (Makkot 7a) supports Rav Yosef's opinion: Concerning one who fled from the court after his verdict was issued, the mishna states: Any place where two witnesses arise and say: We testify about so-and-so that his verdict was finalized in the court of so-and-so, and so-and-so and so-and-so were his witnesses, the halakha is that this person should be killed. It is evident from the mishna in tractate Makkot that there is no concern that the court might later have found a reason to release him. The Gemara answers: Perhaps one who flees is different, as the court will not reconsider his verdict once he has fled.

¹²⁹ The Gemara suggests another proof: Come and hear: If one heard from a Jewish court that they were saying: The man so-and-so died, or: The man so-and-so was killed, then the court allows his wife to marry. If he heard from a gentile judicial registrar: The man so-and-so died, or: The man so-and-so was killed, then the court does not allow his wife to marry.

¹³⁰ The Gemara clarifies: What does it mean when it says: Died, and what does it mean when it says: Was killed? If we say that it means that he actually died, and that he actually was killed, such that the case concerning the gentiles is stated in a similar manner, i.e., that he heard from the gentile registrar that the person was actually dead, why may the court not allow his wife to marry? Don't we maintain that with regard to any gentile who speaks offhandedly, the Sages deemed him credible? Therefore, the gentile should be deemed credible when he says that someone died or was killed.

¹³¹ Rather, is it not necessary to explain that when it says: Died, it means that he is going out to die, and when it says: Was killed, it means that he is going out to be executed. And it teaches: If one heard in a Jewish court then the court allows his wife to marry, as it is assumed that he was already executed, in support of the statement of Rav Yosef.

¹³² The Gemara answers: Actually, it can be explained that he actually died, and was actually killed; and with regard to that which you said: Such that the case concerning the gentiles is stated in a similar manner, why may the court not allow his wife to marry? Don't we maintain that with regard to any gentile who speaks offhandedly, the Sages deemed him credible? The answer is that this credibility applies only in a matter that is not relevant to the gentiles; but in a matter that is relevant to the gentiles, such as here, where they desire to publicize that they carried out their verdict, it is common for them to reinforce their false verdict.

¹³³ MISHNA: With regard to an agent who brings a bill of divorce in Eretz Yisrael, where his only responsibility is to transmit the bill of divorce to the wife, and the agent became sick, this agent may send it in the possession of another agent. But if the husband said to the agent: When you transmit the bill of divorce to my wife, take for me such and such an item from her that I left with her as a deposit, then he may not send it in the possession of another agent. This is because it is assumed that

it is not the desire of the husband that his deposit be in the possession of another person whom he did not appoint as his agent.

¹³⁴ GEMARA: Rav Kahana said: We learned in the mishna that the agent became sick; otherwise, he may not appoint a second agent. The Gemara asks: This is obvious, as the mishna teaches explicitly that the agent became sick. The Gemara answers: Lest you say that the same is true, i.e., that he may transfer the bill of divorce to another agent, even though the agent did not become sick, and the reason that the mishna teaches specifically that he became sick is that the mishna teaches the matter in the manner in which it typically occurs, as an agent typically fulfills his agency, barring unavoidable circumstances, therefore, Rav Kahana teaches us that an agent may appoint another agent only when he becomes sick.

¹³⁵ The Gemara clarifies: What are the circumstances of his appointment as an agent? If this is a case where the husband said to the agent: Deliver this bill of divorce to my wife, then even though the agent did not become sick, he may also appoint an agent in his place, as the husband did not state that he must be the one to deliver the bill of divorce. And if this is a case where he said to the agent: You, deliver this bill of divorce to my wife, then even if he became sick, he also may not appoint a second agent in his place, as the husband specified that he must be the one to deliver the bill of divorce. And if the mishna is in accordance with the opinion of Rabban Shimon ben Gamliel, then even if he became sick he also may not appoint a second agent, no matter what the husband said.

¹³⁶ The Gemara explains: As it is taught in a baraita in the Tosefta (2:13): If the husband said to an agent: Deliver this bill of divorce to my wife, then this agent may send it in the possession of another agent. However, if the husband said: You, deliver this bill of divorce to my wife, then this agent may not send it in the possession of another agent. Rabban Shimon ben Gamliel says: Whether the husband said it like this or whether the husband said it like that, the agent may not designate another agent. Therefore, Rav Kahana's statement is difficult.

¹³⁷ The Gemara answers: If you wish, say that the mishna is referring to a case where the husband said to his agent: Deliver the bill of divorce, without specifying that he must be the one to do so, and Rav Kahana understood the baraita as follows: And this halakha, that he may send it in the possession of another agent, applies only when the agent became sick. And if you wish, say that the mishna is referring to a case where the husband said: You deliver, but one who became sick is different, and it is assumed that under those circumstances the husband would allow him to designate another agent. And if you wish, say that the mishna is even in accordance with the opinion of Rabban Shimon ben Gamliel, that an agent is ordinarily not permitted to designate another agent. But a case where the agent became sick is different, and the agent may designate another agent.

¹³⁸ We learned in the mishna: With regard to an agent who brings a bill of divorce in Eretz Yisrael, and the agent became sick, this agent may send it in the possession of another agent. And the Gemara raises a contradiction from a mishna (66a): If the husband said to two people: Give a bill of divorce to my wife, or if he said to three people: Write a bill of divorce and give it to my wife, then these people should write it and give it. The Gemara infers from the mishna: They themselves, yes, they should do so, but one whom they appoint as an agent may not do so.

¹³⁹ Abaye said: There, what is the reason that an agent may not be appointed? It is due to degradation of the husband, who does not want the matter to become known, and therefore they may not

designate another agent. However, here, after he has already sent the bill of divorce, the husband is not particular that word not spread, and therefore the agent may designate another agent in his place.

¹⁴⁰ Rava said: There is a different reason that in the case of the mishna (66a) the agent may not appoint another to write the bill of divorce; it is because of the fact that in the case there, the husband's instructions are mere words, and verbal directives cannot be delegated to an agent, i.e., an agent cannot be deputized to give instructions on behalf of another. Therefore, they cannot take their oral instructions and transfer them to another. In the case of the mishna here, the agent is able to give the physical bill of divorce to another agent and thereby transfer his agency.

¹⁴¹ The Gemara asks: What is the difference between the explanations offered by Abaye and Rava? The Gemara answers: There is a practical difference between them in the case of an agent appointed to write a deed of a gift, and their disagreement is parallel to the dispute of Rav and Shmuel. Rav says: A deed of gift is not like a bill of divorce, as the gift giver does not care who writes the deed. Since it is not degrading to him if another agent writes the deed of gift instead of the agent that he appointed, the agent may appoint another agent. And Shmuel says: A deed of gift is like a bill of divorce, as the mere words instructing the agent to write the deed cannot be transferred to another agent.

¹⁴² § The mishna teaches: But if the husband said to the agent: When you transmit the bill of divorce to my wife, take for me such and such an item from her, then the agent may not appoint a second agent, as it is not the desire of the husband that his deposit be in the possession of another. Reish Lakish says: Here, Rabbi Yehuda HaNasi taught that a borrower is not allowed to lend the item that he borrowed to someone else, and a renter is not allowed to rent out the item that he rented to someone else. In those cases, the same reasoning applies, i.e., that it is not the desire of the owner that his item be in the possession of another.

¹⁴³ Rabbi Yoḥanan said to him: Even schoolchildren know this halakha, and this is not the novel idea expressed in the mishna. The novel idea expressed in the mishna is as follows: Not only is it not permitted for an agent to appoint another agent in this case, as it violates the desire of the husband, but sometimes it happens that the bill of divorce is also not valid if a second agent is appointed. This is because the first agent becomes as one that it was said to him: Divorce her only in the house, and he divorced her in the attic; or the husband said: Divorce her only with your right hand, and he divorced her with his left hand. Here as well, since the agent violated the instructions the divorce will not be valid.

¹⁴⁴ The Gemara elaborates: Everyone agrees that when it happens that the wife went out to greet him and gave him the item that the husband requested, and then she took the bill of divorce from him, in this case everyone agrees that the bill of divorce is a proper bill of divorce. When they disagree is in a case when the husband said to the agent:

¹⁴⁵ Take an item from her and then give her the bill of divorce, and he went and gave her the bill of divorce and then took the item from her. Rabbi Yoḥanan invalidates the bill of divorce even when given by the first agent, as he deviated from the husband's instructions, and his agency is canceled, and all the more so does Rabbi Yoḥanan invalidate the bill of divorce when delivered by the first agent's agent. And Reish Lakish deems the bill of divorce valid when it is delivered by the first agent's agent, and all the more so when it is delivered by the first agent himself.

¹⁴⁶ MISHNA: With regard to an agent who is bringing a bill of divorce from a country overseas, who must attest to the fact that he witnessed the writing and signing of the bill of divorce, and he became sick and cannot complete his agency, he appoints another agent in court and sends him. And the first agent says before the court: It was written in my presence and it was signed in my presence, and on the basis of this the court deems the bill of divorce to be valid. And the final agent does not need to say: It was written in my presence and it was signed in my presence. Rather, it is sufficient that he says: I am an agent of the court.

¹⁴⁷ GEMARA: The Sages said to Avimeï, son of Rabbi Abbahu: Raise the following dilemma before your father, Rabbi Abbahu: Can an agent of the first agent also appoint another agent, or not? He said to them: You should not raise this dilemma. From the fact that the mishna teaches: The final agent does not need to say, as opposed to: The second agent does not need to say, it can be seen by inference that the second agent can appoint an agent, resulting in the existence of a final agent, not just a second agent.

¹⁴⁸ Rather, when you raise the dilemma, this is what you should ask: When the second agent appoints another agent, does he need to appoint him specifically in court, or can he do so even while not in court? They said to him: We do not raise this dilemma, as from the fact that it teaches: Rather, he says: I am an agent of the court, it is clear that any agent in this role must be appointed in court.

¹⁴⁹ The Gemara cites another version of the discussion. Rav Nahman bar Yitzhak would teach like this: The Sages said to Avimeï, son of Rabbi Abbahu: Raise the following dilemma before your father, Rabbi Abbahu: When the agent of the first agent appoints another agent, does he need to appoint him specifically in court, or can he do so even while not in court?

¹⁵⁰ He said to them: And you should raise the dilemma as to whether generally the agent of the first agent can appoint another agent. They said to him: We do not raise this dilemma, as we learned in the mishna: The final agent does not need to say, and by inference it can be seen that the second agent can appoint an agent. Rather, when the dilemma was raised to us, it was with respect to whether this must take place in court, or if it can take place while not in court. He said to them: You should also not raise this dilemma, as the mishna teaches: Rather, he says: I am an agent of the court, which shows that the subsequent appointments must take place in court.

¹⁵¹ § Rabba says: An agent in Eretz Yisrael can appoint several agents, i.e., he can appoint an agent, and the second agent can appoint another agent in his place. All of this can take place outside of court, because when a bill of divorce is sent within Eretz Yisrael there is no need to testify that it was written and signed in the agent's presence. Rav Ashi says: If the first agent died, then they are all canceled, as all the agents act on the basis of the first agent. With his death, the agency is canceled.

¹⁵² Mar bar Rav Ashi said: This statement of my father is from the time of his youth, and it is not correct, as, if the husband dies, even if all of the agents are alive, is there is any significance to any of them? All of them, from whose authority do they come to deliver the bill of divorce? They come from the husband's authority. Therefore, if the husband is alive, then they are all able to act as agents; if the husband is not alive, then they are all not agents. The status of the agents is dependent on the husband, not on the first agent.

¹⁵³ § The Gemara relates: There was an incident involving a certain man who sent a bill of divorce to his wife with an agent. The agent said: I do not know her. The husband said to him: Go give the bill of divorce to Abba bar Minyumi, as he knows her, and he will go and give it to her. The agent came

and did not find Abba bar Minyumi, and he did not know what to do. He found Rabbi Abbahu and Rabbi Ḥanina bar Pappa and Rabbi Yitzḥak Nappaḥa, and Rav Safra was sitting among them. The agent asked them what he should do. The first three Sages said to him: Transfer your words, i.e., your agency, before us, as when Abba bar Minyumi comes, we will give the bill of divorce to him, and he will go and give it to her.

¹⁵⁴ Rav Safra said to them: But isn't he an agent who is not granted the ability to effect divorce, as he was given only the authority to transfer the bill of divorce to Abba bar Minyumi? Therefore, he cannot transfer the agency to another person. These Sages were embarrassed that they ruled improperly.

¹⁵⁵ Rava said: Rav Safra struck [kappeḥinhu] a blow to three ordained Sages, as although he was from Babylonia and not ordained, he was correct. Rav Ashi said: With what did he strike them? He did not conclusively refute their opinion, as, did the husband say to the agent: Abba bar Minyumi should deliver the bill of divorce and not you? Rather, he appointed this agent to deliver the bill of divorce, and added that if he cannot find the wife, then he can transfer the bill of divorce to Abba bar Minyumi.

¹⁵⁶ The Gemara cites another version of the discussion: There are those who say that Rava said: Rav Safra struck three ordained Sages mistakenly. Rav Ashi questioned Rava and said: What was the mistake? After all, what did the husband say to the agent? He said that Abba bar Minyumi should give his wife the bill of divorce, meaning that he and not you should give it, and Rav Safra's ruling was correct.

¹⁵⁷ The Gemara relates a similar incident: There was an incident involving a certain man who sent a bill of divorce to his wife with an agent. He said to the agent: Do not give the bill of divorce to her until thirty days have passed. Circumstances occurred within the thirty days that were beyond the agent's control, and he saw that he would not be able to wait and give the wife the bill of divorce after thirty days, as per the husband's instructions.

¹⁵⁸ The agent came before Rava and asked what he should do. Rava said: What is the reason that the mishna permits an agent who became sick to appoint another agent in his place? It is because he is a victim of circumstances beyond his control, and in the case of this one as well, he is a victim of circumstances beyond his control. Rava said to the agent: Transfer your words, i.e., your agency, before us and we will serve as a court, so that after thirty days we will appoint an agent and he will give the bill of divorce to her. The Sages said to Rava: But isn't he an agent who is not granted the ability to effect divorce, as within the thirty days he does not have the authority to divorce her? He said to them: Since it is so that after thirty days he is able to divorce her, he is considered an agent who is granted the ability to effect divorce.

¹⁵⁹ The Sages challenged Rava again: But in any case where an agent does not deliver a bill of divorce immediately, let there be a concern that perhaps the husband was mollified and decided not to divorce his wife, thereby canceling the bill of divorce. Didn't we learn in a mishna (76b): If, before traveling, a husband gives his wife a bill of divorce and says that it takes effect from now if I do not arrive from now until twelve months have passed, and he died within the twelve months, then this is a valid bill of divorce?

¹⁶⁰ And we discussed this halakha: And let there be a concern that perhaps the husband was mollified and decided not to divorce his wife, and canceled the bill of divorce. And Rabba bar Rav Huna said:

This is what my father, my master, Rav Huna, said in the name of Rav: The mishna is referring to a case where the husband says: My wife is deemed credible to say that I did not arrive. Since the husband abrogated his right to contest the validity of the divorce by granting absolute credibility to his wife, there is no concern that he may have canceled the bill of divorce, as even if he were to claim that he had done so, his claim would not be accepted. By contrast, in this incident, where the wife was never granted such credibility, there is a concern that perhaps he canceled the bill of divorce.

¹⁶¹ Rava was embarrassed that he ruled incorrectly. Ultimately, the matter was revealed that this woman was the husband's betrothed and that they had not married. Rava said: If they said that there is a concern with regard to a married woman that perhaps he was mollified, would they say the same with regard to a betrothed woman, whom he does not know well? Therefore, my ruling was correct.

¹⁶² Rava said: We certainly raise this dilemma:

¹⁶³ When the court appoints a second agent, must they do so in the presence of the first agent, or may it be when not in his presence? He then resolves it: The second agent may be appointed either in his presence or not in his presence. Similarly, they sent from there, from Eretz Yisrael, this ruling: The court may appoint another agent either in the presence of the first agent or not in his presence.

¹⁶⁴ § The Gemara relates another incident, involving a certain man who said to the agents with whom he entrusted a bill of divorce: If I do not arrive from now until thirty days have passed, let this be a bill of divorce. He came at the end of the thirtieth day, but he was prevented from crossing the river by the fact that the ferry was located on the other side of the river, so he did not cross the river within the designated time. He said to the people across the river: See that I have arrived, see that I have arrived. Shmuel said: That is not considered to be an arrival, even though it is clear that he intended to arrive, so the bill of divorce is valid.

¹⁶⁵ The Gemara relates: There was an incident involving a certain man who said to agents with whom he had deposited a bill of divorce: If I do not appease my wife within thirty days, let this be a bill of divorce. He went to appease her, but she was not appeased. Rav Yosef said: Did he give her a large vessel [tarkeva] full of dinars but she was not appeased? Although his inability to appease her was a result of his lack of financial means, since he did not properly fulfill his condition to appease her, the bill of divorce is valid.

¹⁶⁶ There are those who say a different version of the statement, that Rav Yosef said: Did he need to give her a vessel full of dinars in order to appease her? This is a situation where he attempted to appease her, but she was not appeased. Therefore, he did fulfill his condition, and the bill of divorce is not effective, as it is not his fault that she was not appeased.

¹⁶⁷ The Gemara explains the difference between the first and second versions of Rav Yosef's statement: This second version, in which the bill of divorce does not take effect, is according to the one who says: Circumstances beyond one's control have legal standing with regard to bills of divorce. Therefore, the bill of divorce is not valid, as the husband did all he could to appease her. This first version, in which the bill of divorce is valid, is according to the one who says: Circumstances beyond one's control have no legal standing with regard to bills of divorce.

¹⁶⁸ MISHNA: The mishna continues the discussion of the presumption that a person remains alive. With regard to one who lends money to a priest, or to a Levite, or to a poor person, with the

understanding that he will separate their portion of the teruma and tithes from his produce on the basis of that money, i.e., he will subtract from the debt owed by the priest or Levite the value of the teruma and tithes separated from the produce, he may separate the teruma and tithes from his produce on the basis of that money with the presumption that they are still alive, and he need not be concerned that perhaps the priest or the Levite died in the interim, or that the poor person became rich and is no longer eligible to be given the poor man's tithe. The priest or Levite benefits from this arrangement, as he receives his gifts up front in the form of a loan. The Israelite benefits in that he does not need to seek out a priest or Levite each time he has produce from which he must separate teruma and tithes.

¹⁶⁹ If in fact they died, then he must obtain permission from the heirs in order to continue the arrangement. However, if he lent money to the deceased, and he stipulated in the presence of the court that the debt would be repaid in this manner, then he does not need to obtain permission from the heirs.

¹⁷⁰ GEMARA: The mishna assumes that the priest, Levite, and poor person acquire the teruma and tithes that the creditor separates from his produce, but they agree at the time of the loan that the tithes and teruma will then be acquired by the creditor as payment of their debt. The Gemara asks: And can the priest, Levite, and poor person transfer possession of the terumot or tithes back to the creditor even though the produce did not come into their possession?

¹⁷¹ Rav says: This is stated with regard to associates of the priesthood and the Levites, i.e., people who have an arrangement with a specific priest or Levite to give him their teruma or tithes. The specific priest or Levite therefore has a presumptive status of ownership of the tithes or teruma and is considered to have acquired them. And Shmuel says: This is stated with regard to one who has the priest or Levite acquire the gifts through the act of acquisition of others, who acquire the teruma and tithes on their behalf. The lender is then able to reclaim the gifts as repayment of the loan. Ulla said: In accordance with whose opinion is this mishna? It is the opinion of Rabbi Yosei, who says in other contexts: The Sages, by means of an ordinance, rendered one who does not acquire like one who acquires. Here, too, the Sages instituted an ordinance to enable this arrangement.

¹⁷² The Gemara explains why each of the aforementioned Sages disagreed with the others. All the other Sages, i.e., Shmuel and Ulla, do not state their opinions in accordance with the opinion of Rav, because the mishna does not teach explicitly that the halakha is stated with regard to associates of the priesthood and the Levites. Rav and Ulla do not state their opinions in accordance with the opinion of Shmuel because the mishna does not teach that this halakha is stated with regard to one who has the priest or Levite acquire the gifts through the act of acquisition of others. Rav and Shmuel also do not state their opinions in accordance with the opinion of Ulla because we do not establish the mishna to be stated in accordance with an individual opinion, in this case Rabbi Yosei; rather, the assumption is that the ruling of the mishna is written in accordance with the majority opinion.

¹⁷³ § The Sages taught in a baraita (Tosefta 3:1): With regard to one who lends money to a priest, or to a Levite, or to a poor person with the understanding that he will separate their portion of the teruma and tithes from his produce on the basis of that money, he may separate the teruma and tithes from his produce on the basis of that money, with the presumption that they are still alive.

¹⁷⁴ The baraita continues: And he may contract with them according to the low market rate, i.e., he may set a price for the gifts that he will separate in the future based on either their value at the time

of the loan, or their value when they will be separated, whichever is lower. And this is not subject to the prohibition of interest, meaning that if the market rate falls, it will not be considered as though they are repaying in excess of the amount of the loan. And the Sabbatical Year does not cancel this loan; even after the Sabbatical Year, the lender may continue to collect his debt in this manner.

¹⁷⁵ The baraita continues: And if the lender seeks to renege on this agreement, he may not renege. If the owner despaired of retrieving the loan, as he thought that he would not need to separate any teruma or tithes and therefore thought that he would not collect payment for the loan, although it later became clear that he was mistaken, he may not separate the teruma and tithes from his produce on the basis of that money, because one may not separate teruma and tithes on the basis of one's loan that one had thought lost. Once he despaired of retrieving the loan, the sum of the loan is permanently acquired by the borrowers and the lender may not use the tithes and teruma to serve as repayment.

¹⁷⁶ The Gemara clarifies the rulings of the baraita: The Master said: He may contract with them according to the low market rate. The Gemara asks: Isn't this obvious? The Gemara answers: This teaches us that even though he did not contract explicitly that he would use the lower market price, he is considered like one who did so contract and may do so anyway.

¹⁷⁷ The baraita also teaches: And this is not subject to the prohibition of interest. The Gemara asks: What is the reason for this? The Gemara answers: Since, when the priest or Levite has no teruma or tithes that he received from the creditor, e.g., when the grain in the field did not sprout due to a drought, he does not give anything to the creditor in repayment of the loan, this indicates that it is not a true loan. Therefore, when the priest or Levite has teruma and tithes, this also is not subject to the prohibition of interest.

¹⁷⁸ The baraita also teaches: And the Sabbatical Year does not cancel this loan. The Gemara explains: The reason is that concerning this loan, one cannot read the verse stated with regard to the cancellation of debts by the occurrence of the Sabbatical Year: "He shall not exact it of his neighbor and his brother; because the Lord's release has been proclaimed" (Deuteronomy 15:2). Since in any event one cannot claim repayment of this type of loan, it is not addressed by the verse in question.

¹⁷⁹ The baraita also teaches: And if the lender seeks to renege on this agreement, he cannot renege. Rav Pappa said: They taught this only with regard to a homeowner, i.e., an owner of produce, who wishes to renege on his agreement with a priest. In that situation, the homeowner cannot demand repayment of the loan with money. However, with regard to a priest who wishes to renege on his agreement with a homeowner, if he seeks to renege, he may renege. What is the reason for this? As we learned in a mishna (Bava Metziah 44a): In any transaction, if the purchaser gave the seller money but did not yet pull the produce, then the seller can renege on the sale. Here, since the priest received money and the homeowner did not yet formally acquire the produce, the priest can renege on the agreement.

¹⁸⁰ The baraita also teaches: If the owner despaired of retrieving the loan, he may not separate the teruma and tithes from his produce on the basis of that money because one may not separate teruma and tithes on the basis of a loan that he had thought lost. The Gemara asks: Isn't this obvious, as he is no longer owed the money? The Gemara answers: No, it is necessary to teach this halakha in a case where the seeds produced stalks and became dried out. Lest you say that growth of stalks is a significant matter, as there is a chance that the produce will still grow and so he does not fully

despair, the baraita teaches us that even in such a situation, since the produce is very unlikely to recover, he does despair of retrieving the loan.

¹⁸¹ § It is taught in a baraita (Tosefta 3:1) that Rabbi Eliezer ben Ya'akov says: With regard to one who lends money to a priest or to a Levite in court and they died before repaying the loan, he separates teruma and tithes on the basis of that money with the presumption that there is one from that tribe who inherited from them, and he need not confirm that the deceased priest or Levite has immediate heirs. He then continues the arrangement based on the transfer of the debt to the heirs. And if he lent money to a poor person in court, and the poor person died before repaying the loan, the creditor separates tithes on the basis of that money with the presumption that the poor of the Jewish people would agree to continue the arrangement. Rabbi Aḥai says: It is with the presumption that the poor of the world would agree to continue the arrangement.

¹⁸² The Gemara asks: What is the difference between the opinion of Rabbi Eliezer ben Ya'akov and the opinion of Rabbi Aḥai? Rabbi Aḥai too must have meant only poor Jews and not poor gentiles, who are not given tithes.

¹⁸³ The Gemara answers: There is a difference between them where the only poor people to be found are poor Samaritans. According to Rabbi Eliezer ben Ya'akov, they are not considered to be converts (see Kiddushin 75b), and one may not continue the arrangement with them serving as the poor people. According to Rabbi Aḥai, they are considered converts, and one may continue the arrangement with them serving as the poor people.

¹⁸⁴ It was taught in a baraita (Tosefta 3:1) that if the poor person became wealthy then the homeowner may no longer separate tithes based on his outstanding loan, and the borrower, who is now wealthy, acquires the money remaining in his possession. This is because from the outset the understanding was that the loan would be repaid only by separating the poor man's tithe.

¹⁸⁵ The Gemara asks: And according to the Sages, what is different about death, when the poor man dies, that they instituted an ordinance to enable the homeowner to continue to separate tithes based on other poor people, and what is different about wealth, when the poor man becomes wealthy, that they did not institute an ordinance? The Gemara answers: Death is common, whereas wealth is not common, and the Sages did not enact an ordinance for an uncommon circumstance. Rav Pappa said: This explains the folk saying that people say: If one says to you that your friend died, then believe it; but if one says to you that your friend became wealthy, do not believe it until it has been proven.

¹⁸⁶ § The mishna teaches that if the priest or Levite died, the lender needs to obtain permission from the heirs to continue the arrangement. It is taught in a baraita (Tosefta 3:1): Rabbi Yehuda HaNasi says that this is referring to heirs who inherited. The Gemara asks: And are there heirs who do not inherit? What is meant by the expression: Heirs who inherit? Rather, Rabbi Yoḥanan said: This means heirs who inherited land, as one can collect debts from land bequeathed by a borrower, and not heirs who inherited money, as lenders cannot collect debts from money bequeathed by a borrower.

¹⁸⁷ With regard to this matter Rabbi Yonatan says: If the priest left his heirs enough land to fill a needle, i.e., a minimal amount, then the homeowner collects, i.e., separates teruma, in the amount of produce that has the value of a full needle of land. If he left enough land to fill an ax, i.e., a larger amount, then the homeowner collects the value of a full ax of land. And Rabbi Yoḥanan says: Even if he left for his heirs enough land to fill a needle, the homeowner collects the value of a full ax of land.

¹⁸⁸ And this is like the incident involving the small portion of land in the court of Abaye. The children of a deceased man had inherited a small field that was worth only a fraction of the debt that their father had owed. The creditor seized the land in payment of the debt, and Abaye ruled that even after the orphans pay the creditor the value of the land to repurchase it, the creditor can seize the land again and the orphans will have to pay for it again, to have it returned, until the entire debt has been repaid.

¹⁸⁹ § The Sages taught in a baraita (Tosefta 3:2): With regard to an Israelite who said to a Levite: There is tithe of yours in my possession that I separated from my produce on your behalf, one is not concerned about the teruma of the tithe that is in it, i.e., the one-tenth of the tithe that is given to the priest and forbidden to both the Levite and the Israelite; rather it is assumed to be only first tithe. However, if he said to him: There is a kor of tithe of yours in my possession, then one is concerned about the teruma of the tithe that is in it.

¹⁹⁰ The Gemara asks: What is the baraita saying? Abaye said: This is what it is saying: In the case of an Israelite who said to a Levite: There is tithe of yours in my possession, and here is money in exchange for it, then one is not concerned that perhaps the Levite converted the tithe that is now in the possession of the Israelite into teruma of the tithe for tithes that he has elsewhere. Since the Israelite did not specify how much tithe of the Levite's he had, the Levite would not know how much of his other tithe could be exempted from teruma of the tithe by converting this tithe into teruma of the tithe. But if an Israelite said to a Levite: There is a kor of tithe of yours in my possession, and here is money in exchange for it, then one is concerned that since the Levite knows the amount of the tithe, perhaps he converted it into the teruma of the tithe for tithes that he has elsewhere.

¹⁹¹ The Gemara questions Abaye's explanation: Is that to say that we are dealing with wicked people, who take money in exchange for the tithe and afterward convert it into the teruma of the tithe? Once the Levite takes money in exchange for the tithe, it is no longer his to convert it into teruma of the tithe. Why would the baraita address the case of a Levite who acts in this fashion?

¹⁹² Rather, Rav Mesharshiyya, son of Rav Idi, said that this is what the baraita is saying: In the case of an Israelite who said to the son of a Levite: There is tithe of your father's in my possession, about which I had informed him while he was still alive; here is money in exchange for it, one is not concerned that perhaps before his death his father converted it into teruma of the tithe for tithes that he had elsewhere, and the son may accept the money. But if an Israelite said to the son of a Levite: There is a kor of tithe of your father's in my possession, and here is money in exchange for it; then one is concerned that perhaps his father converted it into teruma of the tithe for tithes that he has elsewhere, and the son may not accept the money.

¹⁹³ The Gemara questions Rav Mesharshiyya's explanation: Why is there a concern that the father may have converted it into teruma of the tithe for tithes that he had elsewhere? If one has produce that needs to have teruma or teruma of the tithe separated from it, and he wants to perform the separation from other produce, to exempt all the produce, the Sages established that the other produce must be situated nearby. And are *haverim*, who are meticulous in their observance of mitzvot, especially the halakhot of teruma and tithes, suspected of separating teruma from produce that is not situated near the produce they seek to exempt?

¹⁹⁴ Rather, Rav Ashi said: This is what the baraita is saying: With regard to the son of an Israelite who said to a Levite: This is what my father told me, that there is tithe of yours in my possession, or

that there is tithe of your father's in my possession, then one is concerned about the teruma of the tithe that is in it that presumably was never separated. Since it is not a set amount, the homeowner would not have rendered the tithe fit for him by separating the teruma of the tithe. But if the son of an Israelite said to a Levite: My father told me that there is a kor of tithe of yours in my possession, or that there is a kor of tithe of your father's in my possession, then one is not concerned about the teruma of the tithe that is in it. Since it is a set amount, the homeowner is assumed to have rendered the tithe fit by separating the teruma of the tithe.

¹⁹⁵ The Gemara questions Rav Ashi's explanation: And does the homeowner have permission to separate the teruma of the tithe from the tithe of the Levite? The Levite is the one who is required to separate the teruma of the tithe and to give it to a priest. The Gemara answers: Yes; the baraita is in accordance with the opinion of Abba Elazar ben Gamla. As it is taught in a baraita: Abba Elazar ben Gamla says: The verse states concerning the teruma of the tithe: "And the gift that you set apart [terumatkhem] shall be reckoned to you, as though it were the grain of the threshing floor" (Numbers 18:27).

¹⁹⁶ The verse speaks of two terumot; one is standard teruma and one is teruma of the tithe. Since they are mentioned together, they can be compared: Just as standard teruma is taken by estimate, as there is no requirement for the amount separated to be measured precisely, and it can be taken by thought, as one is not required to physically separate it before consuming the remaining produce, so too, teruma of the tithe may be taken by estimate and by thought. And this comparison also teaches that just as the homeowner has permission, i.e., the right, to separate standard teruma, so too, the homeowner has permission to separate teruma of the tithe.

¹⁹⁷ MISHNA: With regard to one who sets aside produce with the understanding that he will separate terumot and tithes with it, so that when he has untithed produce he can render it fit by declaring that the teruma and tithes that must be separated will be from the produce that he had set aside for this purpose, or one who sets aside money with the understanding that he will separate and redeem second tithe with it, then he may later separate the teruma or tithe with them, based on the presumption that the produce or the money are extant. He need not be concerned that perhaps the produce or money was lost in the meantime. If he discovers that they were lost, then he must be concerned that the produce or money that he set aside was lost, from the time until the same time, as will be explained in the Gemara, and he must separate teruma and tithes from the produce a second time; this is the statement of Rabbi Elazar.

¹⁹⁸ Rabbi Yehuda says: One checks the wine that is set aside to be used for separating terumot and tithes for other wine to see if it has turned to vinegar, which would render it unfit for this purpose, at three times during the year: When the east wind blows at the conclusion of the festival of Sukkot, and when the blossoms fall and the grape buds emerge and appear as small clusters, and at the time when water enters and fills the unripe grape. Since there is a change in the weather at these times, one should check to ensure that the wine has not turned to vinegar.

¹⁹⁹ GEMARA: The mishna taught that if the produce or money was lost, then one must be concerned that it occurred from the time until the same time. The Gemara asks: What is meant by: From the time until the same time? Rabbi Yoḥanan said: It means from the time it was checked and found to be lost, until the same time of day on the previous day. If one had used that produce to render fit other produce within the twenty-four hours before noticing that it had been lost, one must separate teruma

and tithes for that produce again. Rabbi Elazar ben Antigonus says in the name of Rabbi Elazar, son of Rabbi Yannai:

²⁰⁰ It means from the time that it was set aside until the same time the day after it was set aside. In other words, he must be concerned about all of the untithed produce that he had rendered fit after the first twenty-four hour period from when he set aside the produce or money had passed.

²⁰¹ We learned in the mishna: If he discovers that they were lost, then he must be concerned that the produce or money that he set aside was lost from the time until the same time. Granted, according to the one who said that this means from the time it was checked and found to be lost until the same time of day on the previous day, it works out well, as the wine is presumed to have turned to vinegar from that moment.

²⁰² But according to the one who said that this means from the time that it was set aside until the same time the day after it was set aside, this expression: From the time until the same time, is imprecise, as the presumption is that the wine turned to vinegar dating back to the day after it had been set aside. Therefore, it should have said: One is concerned going back until then from the time it was set aside to the same time the following day, i.e., twenty-four hours after it had been set aside. The Gemara comments: The wording of the mishna is difficult according to that opinion.

²⁰³ The mishna teaches that this is the statement of the tanna Rabbi Elazar. The amora Rabbi Elazar says: Rabbi Elazar's colleagues disagree with him, as we learned in a mishna (Mikvaot 2:2): In the case of a ritual bath that was known to have contained the requisite forty se'a, which was then measured and found deficient in its quantity of water, all pure items that had been rendered pure in it, retroactive to when the ritual bath was last measured, whether this ritual bath is found in the private domain or in the public domain, are impure.

²⁰⁴ The Gemara comments: It is obvious that those who ascribe to the statement of that mishna disagree with Rabbi Elazar the tanna. What novel idea is Rabbi Elazar the amora teaching? The Gemara answers: It is necessary lest you say that what the term retroactive is referring to is any item that was immersed and purified from the time it was found to be deficient until the same time the previous day, in accordance with the opinion of Rabbi Elazar. Therefore, he teaches us that in fact they disagree and deem impure all items immersed from the time that the ritual bath had last been checked.

²⁰⁵ § The mishna teaches that Rabbi Yehuda says: One checks the wine at three times during the year. One of these times is when the east wind blows at the conclusion of the festival of Sukkot. A Sage taught: It is checked when the east wind blows at the conclusion of the festival of Sukkot in the season of Tishrei, i.e., autumn. However, if the summer continues until the festival of Sukkot, then in the event of this unusual occurrence one does not check the wine.

²⁰⁶ It is taught in a baraita: Rabbi Yehuda says that at three times during the year one sells the grain: Before the time of the sowing, and during the time of the sowing, and before the festival of Passover. And at three times of the year one sells the wine: Before the festival of Passover, and before the festival of Shavuot, and before the festival of Sukkot. And oil is sold from the festival of Shavuot and onward. The Gemara asks: With regard to what halakha was this stated? One may sell these products whenever he so desires. Rava said, and some say that it was Rav Pappa who said: This halakha was stated with regard to partners, as one partner may sell these products without the permission of the other only at these times of the year. At other times, he must first receive permission from his partner.

From this point forward, i.e., after the latest of the three times has passed, what is the halakha? Rava said: Every day is its time to be sold.

²⁰⁷ § Having mentioned the east wind, the Gemara quotes a related verse: “And it came to pass, when the sun arose, that God prepared a vehement [ḥarishit] east wind” (Jonah 4:8). The Gemara asks: What is the meaning of the word “ḥarishit”? Rav Yehuda says: It means a wind that plows [ḥoreshet], as at the time that the wind blows, it forms many furrows in the sea, as though it were plowing the sea.

²⁰⁸ Rabba said to him: If that is so, then that which is written in the continuation of the verse: “And the sun beat upon the head of Jonah and he fainted” (Jonah 4:8), is difficult; it seems from the continuation of the verse that the wind was extremely hot, not strong. Rather, Rabba says: At the time that it blows, it silences all the winds before it. Therefore, it is called ḥarishit, because all other winds are silent [maḥarishot] before it. Since only this wind was blowing, it became very hot. And this is as it is written: “You whose garments are hot, when the earth is still by reason of the south wind” (Job 37:17). Rabbi Taḥalisa bar Rav Ḥisda says that Rav Ḥisda says in explanation of this verse: When are your garments hot, i.e., when is there the greatest heat? It is when the earth is still by reason of the south wind, as at the time that the southern wind blows, it silences all the winds before it.

²⁰⁹ The Gemara relates that Rav Huna and Rav Ḥisda were sitting, and Geneiva passed by them. One said to the other: Let us stand before him, as he is a son of the Torah. The other said to him: Shall we stand before a quarrelsome person? In the meantime, Geneiva came to them and said to them: With what were you dealing when you were sitting together? They said to him: We were dealing with winds.

²¹⁰ He said to them: This is what Rav Ḥanan bar Rava says that Rav says: Four winds blow on each day, and the north wind blows together with each of the other three; as, if this were not so and the northern wind did not blow, then the world would not survive for even one hour. And the south wind is harsher than all of them, and were it not for the angel called Ben Netz, who stops it from blowing even harder, then it would destroy the entire world before it, as it is stated: “Does the hawk [netz] soar by your wisdom, and stretch her wings toward the south?” (Job 39:26).

²¹¹ The Gemara also relates that Rava and Rav Naḥman bar Yitzḥak were sitting, and Rav Naḥman bar Ya’akov was passing by them while sitting on a gilt carriage [goharka] and with a green cloak [sarbela] spread over him. Rava went to him, but Rav Naḥman bar Yitzḥak did not go to him. He said: Perhaps they are members of the house of the Exilarch. Rava needs them, but I do not need them.

²¹² When he saw that it was Rav Naḥman bar Ya’akov, he also went to him. Rav Naḥman bar Ya’akov uncovered his arm due to the heat and said: The wind called Shadya is blowing. Rava says that this is what Rav says about this wind: A woman miscarries in its wake. And Shmuel says: Even a pearl [margalit] that is in the sea decomposes in its wake. Rabbi Yoḥanan says: Even the semen that is in a woman’s womb putrefies in its wake.

²¹³ Rav Naḥman bar Yitzḥak, who was present, said about their statements: And the three of them derived their statements from one verse, as it is stated: “For though he be fruitful among the reed-plants, an east wind shall come, the wind 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 precious vessels” (Hosea 13:15). The statement that a woman miscarries in its wake is based on the phrase

“His spring shall become dry,” as this is referring to a woman’s womb. With regard to the phrase “And his fountain shall be dried up,” this is referring to the semen that is in a woman’s womb. And with regard to the phrase “He shall spoil the treasure of all precious vessels,” this is referring to a pearl in the sea.

²¹⁴ Rava says: This Sage is from Sura, as they are precise with verses. The Gemara asks: What is the meaning of: “Though he be fruitful [yafri] among the reed-plants”? Rava said: Even

²¹⁵ the handle in the hole [kofina] of the hoe [mara] becomes loose [rafya], as he understands the word yafri to refer to separating connected items. Similarly, Rav Yosef said: Even the peg hammered into the wall becomes loose. Rav Aḥa bar Ya’akov said: Even the reed woven into the basket becomes loose.

Chapter 4

¹ MISHNA: In the case of one who sends a bill of divorce to his wife with an agent, and he reached the agent, or where he sent another agent after him, and he said to the agent delivering the bill of divorce: The bill of divorce that I gave you, it is void, then this bill of divorce is hereby void. Similarly, if the husband reached his wife before the bill of divorce reached her, or in a case where he sent an agent to her, and he said, or had the agent say, to his wife: The bill of divorce that I sent to you, it is void, then this bill of divorce is hereby void. However, if he stated this once the bill of divorce had entered her possession, he can no longer render it void, as the divorce had already taken effect.

² The mishna relates that initially, a husband who wished to render the bill of divorce void would convene a court elsewhere and render the bill of divorce void in the presence of the court before it reached his wife. Rabban Gamliel the Elder instituted an ordinance that one should not do this, for the betterment of the world. The Gemara will explain what this means.

³ GEMARA: The mishna states that if one sends a bill of divorce with an agent and then meets the agent and renders void the bill of divorce in his presence, then it is void. The Gemara points out: The mishna does not teach: He reached the agent after pursuing him; rather: He reached the agent, meaning and even if he reached him incidentally, without intent, he renders the bill of divorce void with his statement. And we do not say that in that case he intends only to vex his wife and does not actually intend to render the bill of divorce void.

⁴ The Gemara asks: Why do I need the mishna to state that the bill of divorce is void when he reached the agent, or in a case where he sent another agent after him? The legal status of a person’s agent is like that of himself, so it seems obvious that just as the husband can nullify the agency of the first agent, so too can the second agent nullify the agency of the first agent. The Gemara answers: This principle was stated lest you say that the agency of the latter, the second agent, is not stronger than the agency of the former, and that the latter agent cannot nullify the agency of the first agent and only the husband can nullify it. Therefore, the mishna teaches us that the second agent can nullify the agency of the first agent.

⁵ The Gemara continues and asks: Why do I need the mishna to teach a case where a husband reached his wife before the bill of divorce reached her? It is obvious that a husband can render void

the bill of divorce before it reaches his wife. The Gemara explains: This principle was stated lest you say that when we don't say that he intends only to vex her like in the case above, and the bill of divorce is in fact void, this matter applies only when he said to the agent that the bill of divorce is void; however, if he said that to her, he certainly intends only to vex her, and he does not actually intend to render the bill of divorce void. Therefore, the mishna teaches us that even in this case the bill of divorce is void.

⁶ The Gemara continues and asks: Why do I need the mishna to state: Or where he sent an agent to her, which, as stated above, means that the legal status of a person's agent is like that of himself? The Gemara answers: It is necessary lest you say that only he would not exert himself with the sole intent to vex her, by informing her falsely that the bill of divorce is void; however, with regard to the agent, as the husband does not care if he exerts himself for no reason, and the husband certainly intends only to vex her when he sends an agent and not actually to render the bill of divorce void. Therefore, the mishna teaches us that in this case as well the bill of divorce is void.

⁷ The mishna states further: If he stated this once the bill of divorce had entered her possession, he can no longer render it void, as the divorce had already taken effect. The Gemara asks: Isn't this obvious? Once the bill of divorce has entered her possession, they are divorced. The Gemara answers: No, it is necessary for the mishna to state that even in a case where he was going around searching for the bill of divorce from the beginning in order to render it void before it reached his wife, once it enters her possession it is too late. Lest you say: Once he renders the bill of divorce void, even after it had entered her possession, it has become clear retroactively that he rendered it void from the beginning, before it reached his wife, therefore the mishna teaches us that since the bill of divorce was rendered void only after it had entered her possession, they are divorced.

⁸ § The Sages taught: If a husband made one of the following statements with regard to a bill of divorce that he sent: It is void [batel hu], or: I do not desire it, then his statement takes effect and the bill of divorce is void. However, if he said: It is invalid, or: It is not a bill of divorce, then it is as though he said nothing, as the bill of divorce has nothing disqualifying it.

⁹ The Gemara asks: Is this to say that the formulation: Batel, is a prescriptive formulation that means: Let it become void, and not a descriptive formulation that means that the bill of divorce is already void? But didn't Rabba bar Aivu say that Rav Sheshet said, and some say that Rabba bar Avuh says: With regard to one who receives a gift, who, after the gift had entered his possession, said: This gift is rendered void; or if he said: Let it become void; or if he said: I do not desire it, it is as though he said nothing. He has already acquired the gift, and he cannot undo his acquisition. However, if he said: It is void [betela he], or: It is not a gift, his statement is effective, as these formulations indicate that he had never agreed to acquire the gift in the first place. Apparently, the formulation: Batel, means that it is void from the beginning, and not that it should become void, in opposition to the baraita.

¹⁰ Abaye said: The formulation: Batel,

¹¹ has two potential meanings, depending on the context. It means that it was void already, and it also means that it will become void in the future. With regard to a bill of divorce, he stated the formulation that is effective with regard to it, and since his statement can be understood to mean that the bill of divorce should be void from that point onward, it is interpreted as such. With regard to a gift, he stated the formulation that is effective with regard to it, and since one cannot nullify the

acquisition of a gift after taking possession of it, his intention was that the gift was void from the outset, and his statement is interpreted as such.

¹² Additionally Abaye said with regard to the relationship between a bill of divorce and a gift that we have a tradition: An agent sent to deliver a gift is considered like an agent sent to deliver a bill of divorce. The Gemara explains: The practical difference that is learned from this is that if one says to his agent: Take this gift to so-and-so, it is not considered as if he said to him: Acquire the gift on his behalf. Therefore, as long as the gift has not yet reached the intended recipient, the one who sent the gift can retract it, and it is not as if the intended recipient had taken possession of the gift from the moment that it was given to the agent.

¹³ The Gemara relates: Ravina found Rav Naḥman bar Yitzḥak as he was leaning on the bar of a door deep in thought, and Rav Naḥman bar Yitzḥak was considering the following dilemma: What is the halakha if a husband said only: This bill of divorce is void, but did not say: This bill of divorce, it is void? Does he mean to render the bill of divorce void from that point onward, which he has the ability to do, or is he merely noting the fact that this bill of divorce is void, in which case his statement does not affect the validity of the document? No answer is given to this question and therefore the dilemma shall stand unresolved.

¹⁴ Rav Sheshet says, and some say that it was taught in a baraita, that if the husband said one of these phrases: This bill of divorce shall not be effective, shall not release, shall not cause to leave, shall not send away, shall not divorce, shall be pottery, or shall be like pottery, in all of these cases his statement is effective, and the bill of divorce is rendered void.

¹⁵ If, however, the husband used one of the following formulations: This bill of divorce has no effect, does not release, does not cause to leave, does not send away, does not divorce, it is pottery, or it is like pottery, then it is as though he said nothing. The husband has the authority only to render the bill of divorce void. However, his descriptive statements with regard to the legal standing of the bill of divorce are meaningless.

¹⁶ A dilemma was raised before the Sages: What is the halakha if he said: It is hereby pottery? Is his intention to make a descriptive statement, that the bill of divorce is not valid, or does he intend to render it void? Ravina said to Rav Aḥa, son of Rava, and some say that Rav Aḥa, son of Rava, said to Rav Ashi: In what way is this formulation different from saying about one's property: It is hereby consecrated property, or: It is hereby ownerless property, where it is clear that his intention is to designate the items as consecrated or ownerless property? With regard to bills of divorce as well, his statement is effective and it renders the bill of divorce void.

¹⁷ § The Gemara asks: If the husband rendered void a bill of divorce, can he go back and divorce his wife with it, since perhaps he did not actually render void the bill of divorce but only nullified the agency for its delivery, so it can be used again in the future; or may he not go back and divorce with it, as the bill of divorce itself was rendered void? Rav Naḥman says: He may go back and divorce with it, and Rav Sheshet says: He may not go back and divorce with it. The Gemara concludes: And the halakha is in accordance with the opinion of Rav Naḥman, that the bill of divorce may be used.

¹⁸ The Gemara asks: Is that so? But don't we maintain that the halakha is in accordance with the opinion of Rabbi Yoḥanan, who said: If a man gives a woman money for betrothal and says that the betrothal will take effect after thirty days, the woman can retract her agreement within the thirty days and decide that she does not wish to be betrothed. Rabbi Yoḥanan holds that as long as the change in

status had not yet taken effect, she may nullify her earlier agreement by stating a retraction. Therefore, here too, when the husband states that the bill of divorce should be rendered void, since the divorce had not taken effect, it should be rendered void.

¹⁹ The Gemara rejects this argument: How can these cases be compared? There, in the case of betrothal, it is speech that accepts the betrothal and speech that retracts her acceptance; therefore, her speech comes and nullifies her previous speech, as the woman first stated that she agreed and then stated afterward that she retracted her agreement. But here, even though it is true that the husband rendered void the agency of the agent, does he also render void the bill of divorce itself? Since the bill of divorce is a tangible object, it cannot be made void through speech alone.

²⁰ § The mishna taught that initially a husband who wished to render void the bill of divorce would convene a court, even if he had already sent the document with an agent, and render the bill of divorce void in the presence of the court. It was stated: When the husband would state that the bill of divorce should be void, in the presence of how many people must he render it void? Rav Nahman says: He must render it void in the presence of two people. Rav Sheshet says: He must render it void in the presence of three people.

²¹ The Gemara explains the reasoning of each amora: Rav Sheshet said that he must do so in the presence of three people, because the mishna teaches that this takes place in the presence of a court, and a court consists of three judges. And Rav Nahman said that it may be done in the presence of two people, as two people are also called a court, and in exigent circumstances one may rely on this. Rav Nahman said: From where do I say that two people are also called a court? As we learned in a mishna (Shevi'it 10:4): When one creates a document that prevents the Sabbatical Year from abrogating an outstanding debt [prosbol], he states: I transfer to you in your presence,

²² so-and-so and so-and-so the judges, in such and such a place, in order that I will collect any debt that I am owed by so-and-so whenever I wish. Despite the fact that the probol mentions only two people, it nevertheless refers to them as judges, in accordance with the statement of Rav Nahman.

²³ And Rav Sheshet would respond to this: Is that to say that the tanna should have continued counting judges like a peddler? The tanna twice used the expression so-and-so because he wished to note that one should mention the judges' names; he did not intend to teach anything about the number of judges.

²⁴ Rav Nahman said: From where do I say that two judges are also considered a court? As we learned in a mishna with regard to a probol (Shevi'it 10:4): The judges sign below the text of the probol, or the witnesses do so. What, is it not possible to deduce: The mishna means that judges are similar to witnesses? Just as there are two witnesses, so too, there are also two judges. And Rav Sheshet would respond to this: Are the cases comparable? This case of the judges is as it is, and that case of the witnesses is as it is, each one with its respective requirement of three or two members.

²⁵ The Gemara asks with regard to the mishna in Shevi'it: Why do I need the tanna to teach that it can be signed by judges, and why do I need him to teach that it can be signed by witnesses as well? Why is it necessary to mention both? The Gemara answers: This teaches us that there is no difference if the probol is written in the terminology of judges and witnesses sign it, and there is no difference if it is written in the terminology of witnesses and judges sign it. What is important is that the probol was written and then signed by the court, and the precise wording is not important.

²⁶ § The mishna taught that Rabban Gamliel the Elder instituted that one may not render a bill of divorce void in a court elsewhere for the betterment of the world. The Gemara asks: What problem did Rabban Gamliel ameliorate that this is considered to be for the betterment of the world? Rabbi Yoḥanan says: This is for the benefit of potential children born from an adulterous relationship [mamzerim], as the husband might render a bill of divorce void unbeknownst to his wife. She might remarry after having received the void bill of divorce, when in fact she is still married to her first husband, and children born from the second marriage will be mamzerim. To prevent this, Rabban Gamliel instituted that one may not render the bill of divorce void when not in the location of his wife. Reish Lakish says: For the betterment of deserted wives, lest women who received their bill of divorce by means of the husband's agent refrain from remarrying out of the concern that perhaps their husband rendered the bill of divorce void.

²⁷ The Gemara explains the two opinions: Rabbi Yoḥanan, who says the reason for this ordinance is for the betterment of potential mamzerim, holds in accordance with the opinion of Rav Naḥman, who says that the husband can render void the bill of divorce even in the presence of two people. And since matters that occur in the presence of two people do not generate publicity, it is possible that she does not hear that the bill of divorce was rendered void. And since she does not know that her husband rendered the bill of divorce void, she will go and marry, and there are mamzerim as a result of second marriages like these.

²⁸ And Reish Lakish, who says that the reason is for the betterment of deserted wives, holds in accordance with the opinion of Rav Sheshet, who says: One can render void a bill of divorce only in the presence of three people. And since matters that occur in the presence of three people do generate publicity, she does hear and know that her husband rendered void the bill of divorce, and she would not marry again. Therefore, there is no concern that this will result in mamzerim, but there is a need to institute this ordinance for the betterment of deserted wives, as explained above.

²⁹ § The Sages taught: Even after Rabban Gamliel the Elder instituted that a husband cannot render void a bill of divorce when not in the presence of the wife or the agent, if he nevertheless rendered it void, the bill of divorce is rendered void; this is the statement of Rabbi Yehuda HaNasi. Rabban Shimon ben Gamliel says: He is unable to render it void, and he also cannot add on to his condition if the bill of divorce contained some condition, as if so, i.e., if he can render it void, what advantage does the court have, if an ordinance of the court of Rabban Gamliel can be ignored?

³⁰ The Gemara asks: And is there anything that by Torah law renders the bill of divorce void and the wife remains married, and due to the reasoning of: What advantage does the court have, we do not recognize that the bill of divorce is void and permit a married woman to marry anyone? The Gemara answers: Yes, anyone who betroths a woman betroths her contingent upon the will of the Sages, and when one fails to conform to their will in matters of marriage and divorce the Sages expropriated his betrothal from him retroactively.

³¹ Ravina said to Rav Ashi: This works out well in a case where he betrothed his wife with money, as it is possible to say that the Sages expropriated the money used for the betrothal from the possession of its owner, resulting in a retroactive cancellation of the betrothal. But if he betrothed her by means of sexual intercourse then what is there to say? The Gemara answers: The Sages declared his sexual intercourse to be licentious sexual intercourse, which does not create a bond of betrothal.

³² § The Sages taught: If a husband said to ten people: Write a bill of divorce for my wife, in which case any one of them may write the bill of divorce and two others will serve as witnesses, he can render his instructions void before this one, i.e., any one of them, by stating: Do not write the bill of divorce, even though it is not before that one, i.e., any other one of them; this is the statement of Rabbi Yehuda HaNasi. Rabban Shimon ben Gamliel says: He can render his instructions void only when this one is before that one of them, meaning that all ten people must be present.

³³ The Gemara asks: With regard to what principle do they disagree? The Gemara answers: They disagree with regard to whether testimony that was partially invalidated is entirely invalidated. Rabbi Yehuda HaNasi holds: Testimony that was partially invalidated

³⁴ is not entirely invalidated; and therefore, even though the husband nullified the agency of part of the group, if these other people whose agency was never nullified go and write the bill of divorce and give it to the wife, let them write and give the bill of divorce. There is nothing to be concerned about, as their agency was never nullified. Since the bill of divorce that they deliver is valid, there is no reason to institute an ordinance that a husband can nullify the agency only in the presence of the entire group.

³⁵ Rabban Shimon ben Gamliel disagrees and holds: Testimony that was partially invalidated is entirely invalidated. And if the agency of part of the group was nullified when those agents were not in the presence of the rest of the group, then those others do not know that their agency has been nullified as well. And they might then go and write a bill of divorce and give it, and they will cause the court to mistakenly permit a married woman to marry anyone.

³⁶ And if you wish, say instead that everyone agrees that testimony that was partially invalidated is not entirely invalidated; and here, this is the reason of Rabban Shimon ben Gamliel that the husband can nullify his instructions only in the presence of all of the agents: He holds that a matter that is performed in the presence of ten people requires the presence of ten people to revoke it. Since the husband instructed ten people to write the bill of divorce, he cannot revoke his instructions in the presence of only a portion of them.

³⁷ A dilemma was raised before the Sages: If the husband said to them: All of you should write a bill of divorce for my wife, in which case all of them must sign the bill of divorce, what is the halakha according to Rabban Shimon ben Gamliel? The Gemara elaborates: Is the reason of Rabban Shimon ben Gamliel for prohibiting the husband from nullifying the instructions that he had given to ten people because he holds that testimony that was partially invalidated is entirely invalidated, and one should be concerned that the rest of the group will not know that their agency was nullified? And these people, since he said to them explicitly: All of you should write the bill of divorce, the rest of the group are not able to write and give the bill of divorce on their own. Therefore, the husband should be able to nullify his instructions when not in the presence of the entire group, as no mistake can occur because of his action.

³⁸ Or perhaps the reason of Rabban Shimon ben Gamliel is because he holds that a matter that is performed in the presence of ten people requires the presence of ten people to revoke it. And therefore, even if he said: All of you should write the bill of divorce, he must nullify his instructions in all ten people's presence as well.

³⁹ The Gemara suggests: Come and hear a resolution from a baraita (Tosefta 4:1): If one said to two agents: Give a bill of divorce to my wife, he can render his instructions void before this one, i.e.,

either of them, even though it is not before that one, i.e., the other one; this is the statement of Rabbi Yehuda HaNasi. Rabban Shimon ben Gamliel says: He can render his instructions void only when this one is before that one, i.e., when the two of them are together. The Gemara now states the attempted proof. But two are equivalent to: All of you, as the bill of divorce cannot be written and given by fewer than two people, and there is no concern that perhaps one will sign without the other. And yet Rabbi Yehuda HaNasi and Rabban Shimon ben Gamliel still disagree, proving that Rabban Shimon ben Gamliel's reason is that the husband can nullify his instructions only in the same manner that he gave them.

⁴⁰ Rav Ashi said: If the baraita was speaking of witnesses of the writing of the bill of divorce, both of whom must sign the bill of divorce, this would indeed resolve the question. However, here we are dealing with witnesses of the delivery of the bill of divorce. In that case there is no need for two agents, so there is a concern that if the husband nullifies their agency in the presence of only one of them, then the second agent could mistakenly deliver the bill of divorce to the wife.

⁴¹ The Gemara comments: This too, stands to reason, as the latter clause of the baraita teaches: If one said to this one on his own and to that one on his own, then he can nullify each of their agencies before this one even though it is not before that one. Granted, if you say that this is referring to witnesses of the delivery of the bill of divorce, this works out well, as they need not be appointed together. However, if you say that this is referring to witnesses of the writing, can they combine together if they were appointed separately? But doesn't the Master say: The testimony of two witnesses does not combine together until the two of them see the event as one, together? The Gemara rejects this proof: Perhaps he holds in accordance with the opinion of Rabbi Yehoshua ben Korḥa, who holds that in order for the witnesses to combine together and present their testimony it is not necessary for them to witness the event together.

⁴² Rav Shmuel bar Yehuda said: I heard from Rabbi Abba two rulings with regard to these questions; in one he ruled in accordance with the opinion of Rabbi Yehuda HaNasi and in one he ruled in accordance with the opinion of Rabban Shimon ben Gamliel, and I do not know which is in accordance with the opinion of Rabbi Yehuda HaNasi, and which is in accordance with the opinion of Rabban Shimon ben Gamliel.

⁴³ Rav Yosef said: Let us see ourselves which argument was decided in favor of whom based on other sources, as when Rav Dimi came from Eretz Yisrael to Babylonia, he said: There was an incident and Rabbi Yehuda HaNasi acted in accordance with the statement of the Rabbis. Rabbi Perata, the son of Rabbi Elazar ben Perata and the son of the son of Rabbi Perata the Great, said before Rabbi Yehuda HaNasi: If so, what advantage does the court have? And Rabbi Yehuda HaNasi reversed his ruling and acted in accordance with the opinion of Rabban Shimon ben Gamliel. The claim of: If so, what advantage does the court have, is the reason behind Rabban Shimon ben Gamliel's opinion with regard to the question of whether, in a case where the husband violates the ordinance and renders the bill of divorce void in the presence of a court but not before the agent, it is void after the fact.

⁴⁴ And from the fact that this dispute is decided in accordance with the opinion of Rabban Shimon ben Gamliel, as Rabbi Yehuda HaNasi retracted his opinion and acted in accordance with Rabban Shimon ben Gamliel, by inference, in the case of that disagreement, with regard to one who gives

instructions to ten people, the halakha must be in accordance with the opinion of Rabbi Yehuda HaNasi.

⁴⁵ The Gemara comments: And Rabbi Yoshiya from the city of Usha also holds that one halakha is in accordance with the opinion of Rabbi Yehuda HaNasi and one is in accordance with the opinion of Rabban Shimon ben Gamliel. As Rabba bar bar Ḥana said: We were five elders sitting before Rabbi Yoshiya from Usha. A certain man came before him, and Rabbi Yoshiya extracted the authorization to write a bill of divorce from him against his will. Rabbi Yoshiya said to us: Go hide and write for her a bill of divorce, so that the husband will not find you and render the bill of divorce void after it has been written.

⁴⁶ The Gemara explains the inference as to the ruling of Rabbi Yoshiya: And if it enters your mind that he rules in accordance with the opinion of Rabbi Yehuda HaNasi, that if a husband renders a bill of divorce void when not in the presence of the agent then the bill of divorce is void, then if they hide, what of it? The man could simply render the bill of divorce void in the presence of others. Rather, learn from it that he holds in accordance with the opinion of Rabban Shimon ben Gamliel, that one can render the bill of divorce void only in the presence of the agents.

⁴⁷ The Gemara explains the second element: And if it enters your mind to say that with regard to the other dispute, where one instructs ten people to write the bill of divorce, he also holds in accordance with the opinion of Rabban Shimon ben Gamliel, then why would they need to hide? Let them scatter, and since the husband will not find all of them together, he will be unable to render the bill of divorce void. Rather, learn from it that he holds in one case in accordance with the opinion of Rabbi Yehuda HaNasi, and in one case in accordance with the opinion of Rabban Shimon ben Gamliel. This is one opinion with regard to the halakha in the two disputes of Rabban Shimon ben Gamliel and Rabbi Yehuda HaNasi.

⁴⁸ And Rava says that Rav Naḥman says: The halakha is in accordance with the opinion of Rabbi Yehuda HaNasi in both cases. The Gemara asks: But doesn't Rav Naḥman accept the argument that the court should have an advantage? But doesn't Rav Naḥman say that Shmuel says,

⁴⁹ with regard to the halakhot of a steward who cares for the estate of orphans: In the case of orphans who came to divide their father's property, the court appoints a steward [apotropos] for them, and they select for them, i.e., for each of the orphans, a fine portion. When the orphans have grown up, they can protest the division and demand the redistribution of the property. And Rav Naḥman said his own statement: When they have grown up, they cannot protest, for if so, what advantage does the court have? This demonstrates that Rav Naḥman agrees with the principle of: If so, what advantage does the court have?

⁵⁰ The Gemara answers: There is no contradiction between Rav Naḥman's statement concerning the inheritance of orphans and his statement with regard to rendering a bill of divorce void. There, in the former case, it is in the realm of monetary matters, and the preservation of the court's honor is more important than the accurate distribution of the property. Here, in the case of divorce, it is in the realm of matters of prohibition, and one would not permit a married woman to remarry in order to strengthen the authority of the court.

⁵¹ § The Gemara relates: A man named Giddul bar Re'ilai sent a bill of divorce to his wife. The agent went and found that she was sitting and weaving [navla]. He said to her: This is your bill of divorce. She said to him: At least go away from here now and come tomorrow to give me the bill of

divorce. The agent went to Giddul bar Re'ilai and told him what had occurred. Giddul bar Re'ilai opened his mouth and said: Blessed is He Who is good and does good, as he was happy that the bill of divorce was not delivered.

⁵² The Sages disagreed with regard to the status of this bill of divorce. Abaye said that he said: Blessed is He Who is good and does good, as he was happy that it was not delivered, but the bill of divorce is not rendered void through this statement. Rava said that he said: Blessed is He Who is good and does good, and the bill of divorce is rendered void.

⁵³ The Gemara asks: With regard to what principle do they disagree? The Gemara answers: They disagree in their understanding of disclosure of intent with regard to a bill of divorce, i.e., when the husband demonstrates that he does not desire the bill of divorce to be delivered, but does not render it void explicitly. As Abaye holds: Disclosure of intent with regard to a bill of divorce is not a significant matter and does not render it void, and Rava holds: Disclosure of intent with regard to a bill of divorce is a significant matter, and does render it void.

⁵⁴ Rava said: From where do I say this halakha? From a case where Rav Sheshet extracted the authorization to write a bill of divorce from a certain man against his will, and that man then said to the witnesses: This is what Rav Sheshet said to you: Let the bill of divorce be rendered void, and Rav Sheshet required him to write another bill of divorce. Evidently, though the man did not explicitly render the bill of divorce void with his statement, but only demonstrated that he did not want the bill of divorce to be given, Rav Sheshet considered the bill of divorce to be rendered void.

⁵⁵ And Abaye would respond: Is that to say Rav Sheshet would render void the bills of divorce of other people? Rather, the husband rendered void the bill of divorce himself. And the reason why he told them this, that it was Rav Sheshet's instructions that the bill of divorce be rendered void, was due to the lashes that he would have received from the court appointees if he said that he was rendering the bill of divorce void against the wishes of Rav Sheshet.

⁵⁶ And Abaye said: From where do I say that disclosure of intent with regard to bills of divorce is disregarded? From the case where Rav Yehuda extracted the authorization to write a bill of divorce from the son-in-law of Rabbi Yirmeya Bira'a, and the man rendered the bill of divorce void. Rav Yehuda again extracted the authorization to write a bill of divorce, and the man rendered the bill of divorce void. Rav Yehuda returned and again extracted the authorization to write a bill of divorce against his will, and said to the witnesses: Place pieces of gourd in your ears and write the bill of divorce for him, so that you will not hear if he renders the bill of divorce void again. Abaye states his proof: And if it enters your mind that disclosure of intent with regard to bills of divorce is a significant matter, in this case the witnesses see that he is running after them even though they do not hear him, so the bill of divorce should be rendered void.

⁵⁷ And Rava would respond: Since they cannot hear him, his intent is not disclosed; this, that he is running after them, does not prove that he wishes to render the bill of divorce void, as it could be that he wishes to say to them: Make haste [ashur], give her the bill of divorce speedily [hayya] in order to end the pain of that man, i.e., my pain, that I am divorcing my wife.

⁵⁸ And Abaye said further: From where do I say that disclosure of intent with regard to bills of divorce is disregarded? From the case where there was a certain man who said to the agents with whom he entrusted the bill of divorce: If I do not arrive from now until thirty days have passed, let this be a bill of divorce. He came after thirty days had passed, but was prevented from crossing the

river by the ferry that was located on the other side of the river, so he did not arrive within the designated time. He said to the people across the river: See that I have arrived, see that I have arrived, and Shmuel said: It is not considered to be an arrival, even though it is clear that this was his intention, and the bill of divorce is not void.

⁵⁹ And Rava said: This case cannot serve as a proof; is that to say that there he desires to render the bill of divorce void? There, in that case, he desires to fulfill his stipulation, and he did not fulfill his condition, as he did not arrive. Therefore, the bill of divorce remains valid.

⁶⁰ The Gemara relates: There was a certain man who said to witnesses when he gave a bill of divorce to his betrothed: If I do not marry her within up to thirty days, then this will be a bill of divorce. When thirty days arrived, he said to them: I took the trouble but I did not succeed in marrying her.

⁶¹ The Gemara asks: With regard to what need we be concerned in the case of this bill of divorce? If we are concerned because he attempted to marry her and there were circumstances beyond his control that prevented him from doing so, isn't there a principle that unavoidable circumstances have no legal standing with regard to bills of divorce? If the concern is due to disclosure of intent with regard to bills of divorce, and the husband demonstrated that he does not want the bill of divorce to take effect, then this is a dispute of Abaye and Rava, and, as the Gemara explains later, the halakha is in accordance with the opinion of Abaye.

⁶² The Gemara relates: There was a certain man who said to witnesses: If I do not marry my betrothed by the New Moon of Adar then this will be a bill of divorce. When the New Moon of Adar arrived, he said to them: I said by the New Moon of Nisan. With regard to what need we be concerned? If we are concerned because he attempted to marry her and there were circumstances beyond his control that prevented him from doing so, isn't there a principle that unavoidable circumstances have no legal standing with regard to bills of divorce? If the concern is due to disclosure of intent with regard to bills of divorce, and the husband demonstrated that he does not want the bill of divorce to take effect, then this is a dispute of Abaye and Rava, and, as the Gemara explains later, the halakha is in accordance with the opinion of Abaye.

⁶³ The Gemara states several conclusions: And the halakha is in accordance with the opinion of Rav Naḥman, who ruled that one can render a bill of divorce void in the presence of two people. And the halakha is in accordance with the opinion of Rav Naḥman, who ruled that the halakha is in accordance with Rabbi Yehuda HaNasi in both of his disputes with Rabban Shimon ben Gamliel.

⁶⁴ And the halakha is in accordance with the opinion of Naḥmani, i.e., Abaye, that disclosure of intent with regard to bills of divorce is disregarded.

⁶⁵ MISHNA: Initially, the husband would change his name and her name, from the names by which they were known where they formerly lived to the names by which they were known where the bill of divorce was written, and write the name of his city and the name of her city. One was not required to list all of the names by which the husband and the wife were known, but only the names in the place where the bill of divorce was being written. Rabban Gamliel the Elder instituted that the scribe should write in the bill of divorce: The man so-and-so, and any other name that he has, and: The woman so-and-so, and any other name that she has. The reason for this ordinance was for the betterment of the world, as perhaps the people of a different city would not recognize the name written in the bill of divorce, and would claim that this bill of divorce does not belong to her.

⁶⁶ GEMARA: Rav Yehuda says that Shmuel says: The residents of a country overseas sent an inquiry to Rabban Gamliel: With regard to people who come from there, Eretz Yisrael, to here, for example, someone whose name is Yosef but here they call him Yoḥanan, or someone whose name is Yoḥanan, but here they call him Yosef, how do they write bills of divorce to effectively divorce their wives? Rabban Gamliel arose and instituted that they should write: The man so-and-so, and any other name that he has, the woman so-and-so, and any other name that she has, for the betterment of the world. Rav Ashi said: And this applies only when he is known by two names. Rabbi Abba said to Rav Ashi: Rabbi Mari and Rabbi Elazar hold in accordance with your opinion.

⁶⁷ The Gemara adds: It is taught in a baraita in accordance with the opinion of Rav Ashi: If a husband has two wives, one in Judea and one in the Galilee; and he has two names, one that he is known by in Judea and one that he is known by in the Galilee; and he divorces his wife who is in Judea with a bill of divorce listing the name that he is known by in Judea, and he divorces his other wife who is in the Galilee with a bill of divorce listing the name that he is known by in the Galilee, then neither of his wives is divorced until he divorces his wife who is in Judea with a bill of divorce listing the name that he is known by in Judea and the name used by the people of the Galilee appended to it, and he also divorces his wife who is in the Galilee with the name that he is known by in the Galilee and the name used by the people of Judea appended to it. If he leaves to a different place, and divorces his wife with a bill of divorce listing one of these names, then she is divorced.

⁶⁸ The Gemara asks: But didn't you say that even in Judea his name used by people of the Galilee must be appended to it? Why then is he not required to list all of the names that he is known by? Rather, learn from it that there is a difference between the two cases: This former case is one where he is known to have several names, for example when those in Judea are aware that the husband is known by a different name in the Galilee. And this latter case is one where he is not known to have two names, as he traveled to a place where he was not known. Therefore, he is required to write only the name that he is known by in that place. The Gemara determines: Conclude from it that one must list all of the names that he is known by only if it is known that he has several names.

⁶⁹ The Gemara relates: There was a certain woman who many people called Miriam, and a few people called her Sara; the Sages of Neharde'a said: In her bill of divorce, one must write: Miriam, and any other name that she has, and one should not write: Sara, and any other name that she has, as one must use the name that she is primarily known by.

⁷⁰ MISHNA: A widow can collect payment of her marriage contract from the property of orphans only by means of an oath that she did not receive any part of the payment of the marriage contract during her husband's lifetime. The mishna relates: The courts refrained from administering an oath to her, leaving the widow unable to collect payment of her marriage contract. Rabban Gamliel the Elder instituted that she should take, for the benefit of the orphans, any vow that the orphans wished to administer to her, e.g., that all produce will become prohibited to her if she received any payment of her marriage contract, and after stating this vow, she collects payment of her marriage contract.

⁷¹ The mishna lists additional ordinances that were instituted for the betterment of the world: The witnesses sign their names on the bill of divorce, even though the bill of divorce is valid without their signatures, for the betterment of the world, as the Gemara will explain. And Hillel instituted a document that prevents the Sabbatical Year from abrogating an outstanding debt [prosbol] for the betterment of the world, as the Gemara will explain.

⁷² GEMARA: The Gemara asks: Why discuss specifically a widow? This halakha should apply to everyone, as we maintain that anyone who comes to collect payment from the property of orphans can collect only by means of an oath. The Gemara answers: It was necessary for the mishna to mention a widow, as it might enter your mind to say:

⁷³ Due to the increased desirability that this would bring her when trying to remarry, since this would ensure she would bring assets with her into a new marriage, the Sages were lenient with her, as the Sages issued several decrees in connection with the marriage contract in order to enable women to collect more easily. Therefore, the mishna teaches us that this is not the case.

⁷⁴ § The mishna taught that the court refrained from administering an oath to her. The Gemara asks: What is the reason that they refrained from administering oaths to widows? If we say that it is because of the statement of Rav Kahana, as Rav Kahana says, and some say that it was Rav Yehuda who says that Rav says: There was an incident involving a person during years of famine who deposited a gold dinar with a widow, and she placed the gold dinar in a jug of flour and unwittingly baked it in a loaf of bread along with the flour, and she gave the bread as charity to a poor man.

⁷⁵ After a period of time, the owner of the dinar came and said to her: Give me my dinar. She said to him: May poison benefit, i.e., take effect on, one of the children of that woman, i.e., my children, if I derived any benefit from your dinar. It was said: Not even a few days passed until one of her children died, and when the Sages heard of this matter, they said: If one who takes an oath truthfully is punished in this way for sin, one who takes an oath falsely, all the more so.

⁷⁶ The Gemara first clarifies the details of the incident: What is the reason that she was punished if she in fact did not derive any benefit from the dinar? The Gemara answers: Because she benefited [ishtarshi] from the place of the dinar, as the dinar took up space in the bread, enabling her to use less flour. Therefore, she did derive some small benefit from the dinar.

⁷⁷ The Gemara asks: If she in fact did derive benefit from the dinar, then what is meant by the statement: One who takes an oath truthfully? Wasn't her oath actually false? The Gemara answers: It means that she was like one who took an oath truthfully, as her oath was truthful to the best of her knowledge. In any case, this woman was punished severely for a small mistake. The severity of taking a false oath, even inadvertently, is why the Sages ceased administering oaths to widows.

⁷⁸ The Gemara questions if this could be the reason for the ordinance: If they refrained from administering oaths due to this reason, then why would this be limited specifically to a widow? Even a divorcée should not be allowed to take an oath to collect her marriage contract as well. Why then does Rabbi Zeira say that Shmuel says: They taught this only with regard to a widow; however, with regard to a divorcée, the court does administer an oath to her? Why would this concern not apply in the case of a divorcée as well?

⁷⁹ The Gemara answers: A widow is different, as she continues to live in the house with the orphans and performs many services for them in the running of the home. Therefore, there is a concern that due to the benefit they receive from her as a result of the efforts she exerts for the orphans, she will rationalize and permit herself to take an oath that she had not collected any of her marriage contract, when in fact she had received a part of it.

⁸⁰ § Rav Yehuda said that Rabbi Yirmeya bar Abba said: It is Rav and Shmuel who both say that they taught only that an oath is not administered to the widow in court, as the oath that one takes in court

is a severe oath, which involves the mentioning of God's name and the holding of a sacred object. However, outside of court, where an oath is not taken in this manner, the judges administer an oath to her. The Gemara asks: Is that so? But Rav does not collect payment of a marriage contract for a widow because she has not taken an oath, which indicates that he also would not administer an oath to her outside of the court. The Gemara answers: This is difficult, as it contradicts the statement of Rav Yehuda.

⁸¹ In the city of Sura they taught the statement with regard to the opinions of Rav and Shmuel like this, as stated above. However, in the city of Neharde'a they taught the statement with regard to the opinions of Rav and Shmuel like this: Rav Yehuda says that Shmuel says that they taught only that an oath is not administered to the widow in court; however, outside of court the judges administer an oath to her. And Rav says: Even outside of court as well, the judges do not administer an oath to her.

⁸² The Gemara points out that according to this version of their statements, Rav conforms to his standard line of reasoning, as Rav does not collect payment of a marriage contract for a widow in any case. The Gemara asks with regard to Rav's practice: Let him administer a vow to the widow, instead of an oath, and collect the marriage contract in accordance with the mishna, which states that a widow can take a vow in place of the oath. The Gemara answers: In Rav's time vows were treated lightly, and Rav was concerned that widows would not treat the prohibition created by the vow with appropriate severity. This would result in the orphans losing out on part of their inheritance, and the widows violating the prohibitions created by their vows.

⁸³ The Gemara relates: There was an incident involving a certain widow who came before Rav Huna and attempted to collect payment of her marriage contract from the orphans. He said to her: What can I do for you, as Rav does not collect payment of a marriage contract for a widow. The widow said to him: Isn't the reason that I cannot collect payment only because of a concern that perhaps I already took some payment of my marriage contract? I swear as the Lord of Hosts lives that I did not derive any benefit from my marriage contract. Rav Huna says: Even though the court does not administer an oath to a widow, Rav concedes with regard to one who leaps and takes an oath of her own initiative that her oath is accepted, and she can collect payment of her marriage contract.

⁸⁴ The Gemara relates: There was an incident involving a certain widow who came before Rabba bar Rav Huna to collect payment of her marriage contract. He said to her: What can I do for you, as Rav does not collect payment of a marriage contract for a widow, and my father, my master, i.e., Rav Huna, does not collect payment of a marriage contract for a widow?

⁸⁵ She said to him: If I cannot collect payment of the marriage contract, then provide sustenance for me from my husband's property, to support me until I remarry. He said to her: You also do not have any right to sustenance, as Rav Yehuda says that Shmuel says: One who demands payment of her marriage contract in court has no right to receive sustenance any longer. The husband committed to provide for her sustenance only as long as she does not wish to remarry. Generally, once a widow demands payment of her marriage contract, she demonstrates that she wishes now to remarry and is no longer entitled to receive sustenance from her deceased husband's property.

⁸⁶ The widow became angry and said to Rabba bar Rav Huna: May his chair be overturned, i.e., he should fall from his position of power, as he ruled for me in accordance with the different opinions of two people. Since Rabba bar Rav Huna was concerned about her curse, he overturned his chair in

order to fulfill the curse literally, and then stood it up, and even so, he was not saved from the weakness that resulted from her curse.

⁸⁷ With regard to this issue, the Gemara recounts: Rav Yehuda, the student of Shmuel, said to Rav Yirmeya Bira'a: If a widow comes to collect payment of her marriage contract, administer a vow in court and administer an oath outside of court, and let the report be received in my ears that you did so, as I desire to perform an action, i.e., to enable a widow to collect payment of her marriage contract, in contrast to the statements of Rav's students, who hold that a widow cannot collect payment of her marriage contract.

⁸⁸ § The Gemara returns to the matter itself. The mishna taught that the court does not administer an oath to a widow in order to enable her to collect payment of her marriage contract. Rabbi Zeira says that Shmuel says: They taught this only with regard to a widow; however, with regard to a divorcée, the court does administer an oath to her.

⁸⁹ The Gemara asks: Is that to say that if the court administered a vow to a divorcée and not an oath, then this is not sufficient to enable her to collect payment of her marriage contract? But didn't they send from there, from Eretz Yisrael, a document that states the following: How so-and-so, the daughter of so-and-so, received a bill of divorce from the hand of Aḥa bar Hidya, who is called Ayya Mari, and she took a vow and prohibited the produce of the world to herself, based on the truth of her statement that she did not receive from her marriage contract anything other than one coat [gelofkera], and one book of Psalms, and a book of Job, and a book of Proverbs, all of which were worn out.

⁹⁰ And we appraised them, and found that their value is five hundred dinars. When she comes to you with this document, collect the rest of the payment for her from her husband's property in Babylonia. This demonstrates that it is also sufficient for a divorcée to take a vow. Rav Ashi said: That bill of divorce was a levirate bill of divorce that she received from the brother of her deceased husband and not a standard bill of divorce. She therefore took a vow, and not an oath, in the manner of all widows, as she was demanding payment of her marriage contract from the property of her deceased husband.

⁹¹ § The mishna taught: Rabban Gamliel the Elder instituted that she should take, for the benefit of the orphans, any vow that the orphans wished to administer to her. Rav Huna says: They taught this halakha only in a case where she did not marry again; however, if she married again, they do not administer a vow to her.

⁹² The Gemara raises a difficulty: What is the reason that a widow who married again may not take a vow in order to collect? It is because of a concern that perhaps she is lying and is not concerned about the vow that she took, as she relies on the fact that her husband will nullify her vow. If so, when she is not married one should also be concerned that she may rely on the fact that when she will marry again, her husband will nullify her vow. The Gemara answers: The halakha is that the husband does not have the ability to nullify with regard to vows his wife took prior to their marriage.

⁹³ The Gemara asks: But let us be concerned that perhaps she in fact received payment of her marriage contract, and she relies on the fact that she will go to a halakhic authority and he will dissolve the vow for her. The Gemara answers: Rav Huna holds that one who wishes to have a vow dissolved must detail the vow before the halakhic authority who dissolves it. There is no concern that the halakhic authority, knowing that she vowed in order to collect the payment of the marriage contract, will dissolve it.

⁹⁴ Rav Naḥman disagreed with Rav Huna and said: Even if she married again, the orphans can have the court administer a vow to the widow. The Gemara asks: If she married, then her husband will certainly nullify this vow. The Gemara answers that we, the court, administer the vow in public, and therefore her husband cannot nullify the vow.

⁹⁵ The Gemara raises an objection to the opinion of Rav Huna from a baraita: In a case where she married again, she collects payment of her marriage contract if she has taken a vow. What, is it not the case that she takes a vow now, after she has remarried? The Gemara answers: No, it is possible to explain that it is referring to when she took a vow initially, before remarrying.

⁹⁶ The Gemara raises another difficulty for Rav Huna: But isn't it taught explicitly in a baraita: If she married again, she takes a vow and collects payment of her marriage contract. Here, it is clear that she takes the vow after remarrying. The Gemara answers: This is a dispute between tanna'im, as there is one who says: A vow that was taken in public has the possibility of nullification by the husband, and therefore, even if the widow takes the vow in public, her husband can nullify it. As a result, she can collect payment of her marriage contract only if she takes a vow before she remarries. And there is one who says: A vow that was taken in public does not have the possibility of nullification. Therefore, even after the widow remarries, she is still able to take a vow and collect payment, as she takes the vow in public.

⁹⁷ § Since Rav Huna's statement included the fact that one who requests that a halakhic authority dissolve his vow must detail the vow, the Gemara mentions that a dilemma was raised before the Sages: Does one who comes to a halakhic authority and requests that he dissolve his vow need to detail the vow, or does he not need to do so? Rav Naḥman says: He does not need to detail the vow. Rav Pappa says: He needs to detail the vow.

⁹⁸ The Gemara explains each one's reasoning: Rav Naḥman says that he does not need to detail the vow, as if you say that he needs to do so, sometimes the person who took the vow will cut short his statement and not provide all of the details of the vow, and the halakhic authority dissolves only what he hears and does not dissolve the vow in its entirety. Nevertheless, the one who took the vow will act as though the vow has been dissolved entirely. Therefore, it is preferable that he just report that he took a vow, and the halakhic authority will dissolve it entirely, whatever it is.

⁹⁹ Rav Pappa says that he needs to detail the vow, because the vow might concern a matter that is prohibited, such as the case of the mishna here where it is essential that the vow not be dissolved, as the purpose of the vow is to ensure that the widow will not lie. In such a case, if the halakhic authority is not aware of the circumstances that prompted the widow to take the vow, he could mistakenly dissolve it.

¹⁰⁰ The Gemara attempts to bring a proof that one must detail the vow: We learned in a mishna (Bekhorot 45b): A priest who marries women in transgression of a prohibition is disqualified from taking part in the Temple service until he takes a vow not to derive benefit from his wives, thereby requiring him to divorce them. And it is taught with regard to this: He takes a vow and immediately serves in the Temple. He then descends from the service and divorces his wives. And if you say that he does not need to detail the vow, then let us be concerned lest he go to a halakhic authority and the halakhic authority dissolve the vow for him. He would then remain married to the women who are prohibited to him, and serve in the Temple despite being disqualified from doing so.

¹⁰¹ The Gemara answers that we administer the vow to the priest in public. The Gemara asks: This works out well according to the one who says that a vow that was taken in public has no possibility of nullification by a halakhic authority, but according to the one who says it has the possibility of nullification, what can be said?

¹⁰² The Gemara answers that we administer the vow to the priest based on the consent of the public, making it a type of vow that cannot be dissolved without their consent. As Ameimar said, the halakha is as follows: Even according to the one who says that a vow that was taken in public has the possibility of nullification, if it was taken based on the consent of the public, it has no possibility of nullification.

¹⁰³ The Gemara comments: And this matter applies only to when the nullification of a vow is in order to enable one to perform an optional matter, but to enable one to perform a matter of a mitzva, it has the possibility of nullification. This is like the incident involving a certain teacher of children, upon whom Rav Aḥa administered a vow based on the consent of the public to cease teaching, as he was negligent with regard to the children by hitting them too much. And Ravina had his vow nullified and reinstated him, as they did not find another teacher who was as meticulous as he was.

¹⁰⁴ § The mishna taught: And the witnesses sign the bill of divorce for the betterment of the world. The Gemara asks: Is the reason that the witnesses sign the bill of divorce for the betterment of the world? It is by Torah law that they must sign, as it is written: “And subscribe the deeds, and sign them, and call witnesses” (Jeremiah 32:44).

¹⁰⁵ Rabba said: No, it is necessary according to the opinion of Rabbi Elazar, who says: Witnesses of the transmission of the bill of divorce effect the divorce, and not the witnesses who sign the bill of divorce, and by Torah law it does not need to be signed. Nevertheless, the Sages instituted signatory witnesses for the betterment of the world, as sometimes it occurs that the witnesses who witnessed the transmission of the bill of divorce die, or sometimes it occurs that they go overseas, and the validity of the bill of divorce may be contested. Since they are not present, there are no witnesses who can ratify the bill of divorce. Once the Sages instituted that the witnesses’ signatures appear on the bill of divorce, then the bill of divorce can be ratified by authenticating their signatures.

¹⁰⁶ Rav Yosef said: You can even say that it is according to the opinion of Rabbi Meir, that signatory witnesses on the bill of divorce effect the divorce, and the mishna should be understood as follows: They instituted that the witnesses must specify their full names on bills of divorce and not merely sign the document, for the betterment of the world.

¹⁰⁷ As it is taught in a baraita (Tosefta 9:13): At first, the witness would write only: I, so-and-so, signed as a witness, but they did not state their full names. Therefore, the only way to identify the witness was to see if an identical signature could be found on a different document that had been ratified in court. Therefore, if another copy of a witness’s signature is produced from elsewhere, i.e., another court document, it is valid, but if not, then the bill of divorce is invalid even though it is possible that he was a valid witness, and as a result of this women were left unable to remarry.

¹⁰⁸ Rabban Gamliel said: They instituted a great ordinance that the witnesses must specify their full names on bills of divorce, stating that they are so-and-so, son of so-and-so, and other identifying features, for the betterment of the world. This made it possible to easily clarify who the witnesses were and to ratify the bill of divorce by finding acquaintances of the witnesses who recognized their signatures.

¹⁰⁹ The Gemara asks: But is it not sufficient to sign with a pictorial mark? But Rav drew a fish instead of a signature, and Rabbi Ḥanina drew a palm branch [ḥaruta]; Rav Ḥisda drew the letter samekh, and Rav Hoshaya drew the letter ayin; and Rabba bar Rav Huna drew a sail [makota]. None of these Sages would sign their actual names. The Gemara answers: The Sages are different, as everyone is well versed in their pictorial marks.

¹¹⁰ The Gemara asks: Initially, with what did they publicize these marks, as they could not use them in place of signatures before people were well versed in them? The Gemara answers: They initially used their marks in letters, where there is no legal requirement to sign their names. Once it became known that they would use these marks as their signatures, they were able to use them as signatures even on legal documents.

¹¹¹ § The mishna taught that Hillel the Elder instituted a document that prevents the Sabbatical Year from abrogating an outstanding debt [prosbol]. We learned in a mishna there (Shevi'it 10:3): If one writes a probol, the Sabbatical Year does not abrogate debt. This is one of the matters that Hillel the Elder instituted because he saw that the people of the nation were refraining from lending to one another around the time of the Sabbatical Year, as they were concerned that the debtor would not repay the loan, and they violated that which is written in the Torah: “Beware that there be not a base thought in your heart, saying: The seventh year, the year of release, is at hand; and your eye be evil against your needy brother, and you give him nothing” (Deuteronomy 15:9). He arose and instituted the probol so that it would also be possible to collect those debts in order to ensure that people would continue to give loans.

¹¹² And this is the essence of the text of the probol: I transfer to you, so-and-so the judges, who are in such and such a place, so that I will collect any debt that I am owed by so-and-so whenever I wish, as the court now has the right to collect the debts. And the judges or the witnesses sign below, and this is sufficient. The creditor will then be able to collect the debt on behalf of the court, and the court can give it to him.

¹¹³ The Gemara asks about the probol itself: But is there anything like this, where by Torah law the Sabbatical Year cancels the debt but Hillel instituted that it does not cancel the debt? Abaye said: The baraita is referring to the Sabbatical Year in the present, and it is in accordance with the opinion of Rabbi Yehuda HaNasi.

¹¹⁴ As it is taught in a baraita that Rabbi Yehuda HaNasi says: The verse states in the context of the cancellation of debts: “And this is the manner of the abrogation: He shall abrogate” (Deuteronomy 15:2). The verse speaks of two types of abrogation: One is the release of land and one is the abrogation of monetary debts. Since the two are equated, one can learn the following: At a time when you release land, when the Jubilee Year is practiced, you abrogate monetary debts; at a time when you do not release land, such as the present time, when the Jubilee Year is no longer practiced, you also do not abrogate monetary debts.

¹¹⁵ And the Sages instituted that despite this, the Sabbatical Year still will abrogate debt in the present, in remembrance of the Torah-mandated Sabbatical Year. Hillel saw that the people of the nation refrained from lending to each other so he arose and instituted the probol. According to this explanation, the ordinance of Hillel did not conflict with a Torah law; rather, he added an ordinance to counter the effect of a rabbinic law.

¹¹⁶ According to this explanation, the Sages instituted that even in the present the Sabbatical Year would bring a cancellation of debt, despite the fact that by Torah law the debt still stands. The Gemara asks: But is there anything like this, where by Torah law the Sabbatical Year does not cancel the debt, and the Sages instituted that it will cancel? It is as though the Sages are instructing the debtors to steal from their creditors, as by Torah law they still owe the money.

¹¹⁷ Abaye says: This is not actual theft; it is an instruction to sit passively and not do anything. The Sages have the authority to instruct one to passively violate a Torah law, so long as no action is taken. Rava says: The Sages are able to institute this ordinance because property declared ownerless by the court is ownerless. As Rabbi Yitzḥak says: From where is it derived that property declared ownerless by the court is ownerless? As it is stated: “And whoever did not come within three days according to the counsel of the princes and the Elders, all of his property shall be forfeited, and he shall be separated from the congregation of the captivity” (Ezra 10:8).

¹¹⁸ Rabbi Eliezer said: The halakha that property declared ownerless by the court is ownerless is derived from here: The verse states: “These are the inheritances, which Eleazar the priest, and Joshua the son of Nun, and the heads of the fathers’ houses of the tribes of the children of Israel distributed for inheritance” (Joshua 19:51). The Gemara asks: What do the heads have to do with the fathers? It comes to tell you: Just as fathers transmit anything that they wish to their children, so too, heads of the nation transmit to the people anything that they wish. This demonstrates that the court has the authority to take property from one person and to give it to another; therefore, the Sages have the authority to decide that all debts are canceled.

¹¹⁹ § A dilemma was raised before the Sages: When Hillel instituted the prosbol, was it for his generation alone that he instituted it, and the custom developed to continue using it, or did he perhaps institute it also for all generations?

¹²⁰ The Gemara asks: What difference is there whether it was instituted for his generation only or for all generations when either way, it is still in use? The Gemara explains: The difference arises with regard to nullifying the institution of prosbol. If you say that it was for his generation alone that he instituted it, then we can nullify it if we desire. But if you say that he instituted it also for all generations, then there is a principle that a court can nullify the action of another court only if it is greater than it in wisdom and in number. Therefore, we would not be able to nullify the ordinance instituted by Hillel and his court. What, then, is the halakha?

¹²¹ The Gemara suggests a resolution to the dilemma: Come and hear that which Shmuel said: We write a prosbol only in the court of Sura or in the court of Neharde’a, as they were the primary centers of Torah study, but not in any other court. And if it enters your mind to say that he instituted it also for all generations, then let them write a prosbol in the other courts as well.

¹²² The Gemara rejects this proof: Perhaps when Hillel instituted the prosbol, he did so for all generations, but only for courts such as his court, which was the primary court of his time, and courts like those of Rav Ami and Rav Asi, as they have the power to remove money from someone’s possession. However, for all other courts, which are not as authoritative, he did not institute this ordinance. Therefore, the statement of Shmuel cannot serve as a proof with regard to the manner in which the prosbol was instituted.

¹²³ The Gemara suggests another proof: Come and hear that which Shmuel said: This prosbol is an ulbena of the judges; if my strength increases I will nullify it. The Gemara challenges this statement:

How could Shmuel say: I will nullify it? But isn't it the case that a court can nullify the action of another court only if it is greater than it in wisdom and in number? It must be that Shmuel holds that Hillel did not establish the prosbol for all generations, and in his time it carried the force of a mere custom. The Gemara rejects this proof: It can be explained that this is what he said: If my strength increases so that I become greater than Hillel, then I will nullify the prosbol.

¹²⁴ By contrast, Rav Naḥman said: If my strength increases, I will uphold the institution of the prosbol. The Gemara asks: What is meant by: I will uphold it? Isn't it upheld and standing? Why does the prosbol require further support? The Gemara explains: This is what he said: If my strength increases, I will say something about it, and I will institute that even though the prosbol was not written, it is considered as though it was written. Then people would no longer need to write a prosbol, as it would be considered as if everyone wrote one.

¹²⁵ A dilemma was raised before the Sages: This *ulbena* of the judges that Shmuel speaks of, is it a term of insolence, in that the judges are, according to Shmuel, enabling lenders to insolently collect debts that are not due to them, or a term of convenience, in that the judges are saving themselves the inconvenience of having to actually collect the debts detailed in the promissory notes? The Gemara suggests a proof: Come and hear that which Ulla said in describing the Jewish people after they sinned with the Golden Calf immediately following the revelation at Sinai: Insolent [*aluva*] is the bride who is promiscuous under her wedding canopy.

¹²⁶ Rav Mari, son of Shmuel's daughter, says: What is the verse from which it is derived? "While the king sat at his table, my spikenard sent forth its fragrance" (Song of Songs 1:12). He understands the verse in the following manner: While the king was still involved in his celebration, i.e., God had just given the Torah, the perfume of the Jewish people gave off an unpleasant odor, i.e., they sinned with the Golden Calf. Rava says: Nevertheless, it is apparent from the verse that the affection of God is still upon us, as it is written euphemistically as "sent forth its fragrance" and the verse is not written: It reeked.

¹²⁷ The Gemara continues discussing the meaning of the word *ulbena*. The Sages taught: Those who are insulted [*ne'elavin*] but do not insult others, who hear their shame but do not respond, who act out of love and are joyful in their suffering, about them the verse states: "And they that love Him are as the sun going forth in its might" (Judges 5:31).

¹²⁸ § The Gemara asks: What is the meaning of the word prosbol? Rav Ḥisda said: An ordinance [*pros*] of *bulei* and *butei*.

¹²⁹ *Bulei*, these are the wealthy, as it is written: "And I will break the pride of your power" (Leviticus 26:19), and Rav Yosef taught with regard to this verse: These are the *bula'ot*, the wealthy people, of Judea. *Butei*, these are the poor, who are in need of a loan, as it is written: "You shall not shut your hand from your needy brother; but you shall open your hand to him, and you shall lend him [*ha'avet ta'avitenu*] sufficient for his need" (Deuteronomy 15:7–8). Therefore, the prosbol was instituted both for the sake of the wealthy, so that the loans they would give to the poor person would not be canceled, and for the sake of the poor, so that they would continue to find those willing to lend them money. Rava said to a foreigner who spoke Greek: What is the meaning of the word prosbol? He said to him: It means the institution [*pursa*] of a matter.

¹³⁰ § Rav Yehuda says that Shmuel says: Orphans do not require a prosbol in order to collect payment of debts owed to them. And similarly, Rami bar Ḥama taught in a baraita: Orphans do not

require a prosbol, as Rabban Gamliel and his court, i.e., any rabbinic court, are considered the fathers of orphans, meaning that all matters that relate to orphans are already managed by the court, including their promissory notes.

¹³¹ § We learned in a mishna there (Shevi'it 10:6): One may write a prosbol only on the basis of the debtor owning land. If the debtor has no land, then the creditor transfers any amount of his own field to him so that he can write a prosbol. The Gemara asks: And how much is sufficient to be classified as any amount? Rav Ḥiyya bar Ashi says that Rav says: Even the amount of land sufficient to grow a stalk of cabbage is sufficient. Rav Yehuda says: Even if he lent him a place sufficient for an oven and a stove, one may write a prosbol on this basis.

¹³² The Gemara challenges this statement: Is that so? But didn't Hillel teach (Tosefta, Shevi'it 8:10): One writes a prosbol only on the basis of the debtor owning merely a perforated pot placed on the ground. This demonstrates that a perforated pot can serve as the basis for the writing of a prosbol, as it is considered to be part of the ground due to the perforation; however, a pot that is not perforated cannot serve as the basis for the writing of a prosbol.

¹³³ The Gemara continues the question: Since Rav Yehuda stated that possession of the place occupied by the oven is also considered possession of the land underneath with regard to this issue, why can't a non-perforated pot serve as the basis for a prosbol; but isn't there the place where the pot is resting? The Gemara answers: No, one cannot compare the case of Rav Yehuda to this case, as it is necessary for Hillel to state his halakha in a case where the pot is resting on stakes and the borrower has no possession of any land at all. Hillel teaches that even so, if the pot is perforated it is considered to be land and may serve as the basis for the writing of a prosbol.

¹³⁴ The Gemara recounts a related incident: When Rav Ashi would lend money and wish to write a prosbol he would transfer to the borrower a stump of a palm tree that was still attached to the ground, and he wrote a prosbol based on this. The Sages of the school of Rav Ashi would transfer their matters, i.e., their debts, to each other without writing a prosbol, by stating: You are hereby a court, and the debt is given over to you. Rabbi Yonatan transferred a matter by means of such a statement to Rabbi Ḥiyya bar Abba. Rabbi Yonatan said to him: Do I need anything else? He said to him: You do not need anything else, as this statement alone is sufficient.

¹³⁵ The Gemara discusses the requirement for the debtor to have land. The Sages taught: If the debtor has no land but the guarantor has land then one writes a prosbol on the basis of the land of the guarantor. If both he and the guarantor have no land, but another person who is obligated to pay money to the debtor has land, then one writes a prosbol on the basis of this land. This halakha is derived from a statement of Rabbi Natan.

¹³⁶ As it is taught in a baraita that Rabbi Natan says: From where is it derived that when one lends one hundred dinars to his friend, and that friend lends an identical sum to his own friend, that the court appropriates the money from this one, the second debtor, and gives it to that one, the first creditor, without going through the middleman, who is both the first debtor and the second creditor? The verse states with regard to returning stolen property: "And gives it to him in respect of whom he has been guilty" (Numbers 5:7). The fact that the verse explains that the money is given to one: "In respect of whom he has been guilty," indicates that the money should be given directly to the one to whom the money is ultimately owed. In this case as well, the second debtor possesses land, and as he

owes money to the first debtor, it is considered as if the second debtor owes money to the first creditor, enabling the first creditor to write a prosbol.

¹³⁷ § We learned in a mishna there (Shevi'it 10:1): The Sabbatical Year abrogates debt both for loans that were contracted with a promissory note and for loans that were contracted without a promissory note. The amora'im disagree with regard to the interpretation of the mishna: It is Rav and Shmuel who both say: Loans that were contracted with a promissory note, is referring to loans that were contracted with a promissory note that contains a property guarantee; loans that were contracted without a promissory note, is referring even to loans that were contracted with a promissory note that does not contain a property guarantee. All the more so, a loan by oral agreement is canceled by the Sabbatical Year.

¹³⁸ By contrast, it is Rabbi Yoḥanan and Rabbi Shimon ben Lakish who both say: Loans that were contracted with a promissory note is referring to loans that were contracted with a promissory note that does not contain a property guarantee, whereas loans that were contracted without a promissory note is referring to a loan by oral agreement. However, the Sabbatical Year does not abrogate a loan contracted with a promissory note that contains a property guarantee, as it is as though the creditor had already taken possession of the debtor's land.

¹³⁹ It is taught in a baraita in accordance with the opinion of Rabbi Yoḥanan and Rabbi Shimon ben Lakish: The Sabbatical Year abrogates a promissory note, but if the promissory note contains a property guarantee the Sabbatical Year does not abrogate it. Similarly, it is taught in another baraita: If the debtor specified one field for the repayment of his loan, then it is not canceled. And not only that, but even if he wrote: All of my property is pledged and guaranteed to you, then the Sabbatical Year does not abrogate it, even if he does not specify a field for the repayment of the loan.

¹⁴⁰ The Gemara relates: The relative of Rabbi Asi had a certain promissory note that had a property guarantee written in it. He came before Rabbi Asi and said to him: Does the Sabbatical Year abrogate this loan, or does it not abrogate it? He said to him: It does not abrogate it. He left Rabbi Asi and came before Rabbi Yoḥanan and asked him the same question. Rabbi Yoḥanan said to him: It does abrogate it.

¹⁴¹ Rabbi Asi came before Rabbi Yoḥanan and said to him: Does the Sabbatical Year abrogate this loan, or does it not abrogate it? He said to him: It does abrogate it. Rabbi Asi challenged him: But wasn't it the Master himself who said that the Sabbatical Year does not abrogate a promissory note that contains a property guarantee? Rabbi Yoḥanan said to him: Because we think that this should be the halakha should we perform an action based on this? Rabbi Asi said to him: But isn't it taught in a baraita in accordance with the opinion of the Master? He said to him: Perhaps that baraita is in accordance with the opinion of Beit Shammai, who say more generally: A promissory note that stands to be collected is considered as though it has been collected, and this is why the loan is not abrogated, as it is considered as though the loan had already been repaid. And the halakha is not in accordance with the opinion of Beit Shammai in that issue.

¹⁴² § We learned in a mishna there (Shevi'it 10:2): With regard to one who lends money to another based on collateral, and one who transfers his promissory notes to a court, the debt owed to them is not canceled. The Gemara asks: Granted, the debt is not canceled when one transfers his promissory notes to a court, as the court seizes the promissory notes, and they are able to collect this debt. But what is the reason that the debt is not canceled for one who lends money based on collateral?

¹⁴³ Rava said: Due to the fact that the creditor has seized an item that belongs to the debtor, it is considered as though the debt has already been collected. Abaye said to him: If that is so, then if a creditor loaned money to someone and lives in his courtyard as a collateral for the loan, since he seizes the courtyard, which belongs to the debtor, would you also say that the Sabbatical Year does not abrogate the debt? That would contradict the accepted halakha that in this case the debt is canceled.

¹⁴⁴ Rava said to him: Collateral is different, as the creditor acquires it for himself, as learned from the statement of Rabbi Yitzḥak, as Rabbi Yitzḥak says: From where is it derived that a creditor acquires collateral given to him and is considered its owner so long as the item is in his possession? As it is stated in the verse with regard to the obligation of a creditor to return collateral at night: “And it shall be righteousness for you” (Deuteronomy 24:13). Rabbi Yitzḥak infers: If the creditor does not acquire the collateral, then from where is the righteousness involved in returning it? He would be simply returning an item to its rightful owner. From here it is learned that a creditor acquires the collateral. Therefore, when he returns the collateral to the debtor he is performing an act of charity.

¹⁴⁵ § We learned in a mishna there (Shevi’it 10:8):

¹⁴⁶ In the case of one who repays a debt to his friend during the Sabbatical Year, the creditor must say to him: I abrogate the debt, but if the debtor then said to him: Nevertheless, I want to repay you, he may accept it from him, as it is stated: “And this is the manner [devar] of the abrogation” (Deuteronomy 15:2). From the fact that the verse employed a term, devar, that can also mean: This is the statement of the cancellation, the Sages derived that the creditor must state that he cancels the debt, but he is allowed to accept the payment if the debtor insists on repaying.

¹⁴⁷ Rabba said: And the creditor is permitted to lift up his eyes to him hopefully, demonstrating that he wishes to accept the payment, until the debtor says this, that he nevertheless wishes to repay him. Abaye raised an objection to Rabba’s statement from a baraita: When the debtor gives the creditor payment for a debt that has been canceled he should not say to him: I give this to you in payment of my debt; rather, he should say to him: This is my money and I give it to you as a gift. This indicates that the debt is repaid only by the initiative of the debtor. Rabba said to him: The creditor is permitted to lift up his eyes to him hopefully as well, until the debtor says this, that he gives it as a gift, but the initiative may come from the creditor.

¹⁴⁸ The Gemara relates: There was a man by the name of Abba bar Marta, who is also known as Abba bar Minyumi, from whom Rabba was attempting to collect a debt. He brought it to him in the Sabbatical Year. Rabba said to him: I abrogate this debt. Abba bar Marta took the money and left. Abaye came before Rabba and found that he was sad. Abaye said to him: Why is the Master sad? Rabba said to him: This was the incident that occurred, explaining that Abba bar Marta understood his statement literally and did not repay the debt.

¹⁴⁹ Abaye went to Abba bar Marta, and said to him: Did you bring the money to the Master? He said to him: Yes. Abaye said to him: And what did he say to you? He said to him that Rabba had responded: I abrogate this debt. Abaye said to him: And did you say to him: Nevertheless, I want to repay you? Abba bar Marta said to him: No. Abaye said to him: But if you had said to him: Nevertheless, I want to repay you, he would have taken it from you. Now, in any event, bring it to him and say to him: Nevertheless, I want to repay you. Abba bar Marta went and brought the money to Rabba and said to him: Nevertheless, I want to repay you, and Rabba took it from him. In the end,

Rabba said: This Torah scholar was not knowledgeable from the beginning, as it was necessary to teach him how to react.

¹⁵⁰ § Rav Yehuda says that Rav Nahman says: A person is deemed credible to say: I had a prosbol and I lost it, and collect payment of his debt. The Gemara explains: What is the reason for this? Since the Sages instituted the prosbol in a manner that allows anyone to write one without difficulty, in a situation such as this one does not leave aside a permitted item, i.e., collecting a debt after having written a prosbol, and eat a forbidden item, i.e., collecting a debt without having written a prosbol.

¹⁵¹ When they would come before Rav with a case where a creditor who did not have a prosbol was demanding payment of a debt after the Sabbatical Year, he would say to the creditor: Did you have any prosbol and it was lost? The Gemara explains that this is a case where the directive of the verse: “Open your mouth for the mute” (Proverbs 31:8) is applicable; this is not considered an intervention on behalf of one party, as it is only providing assistance for someone who was unaware of a claim that he should make.

¹⁵² The Gemara challenges: Didn’t we learn in a mishna (Ketubot 89a): And similarly, a creditor who presents a promissory note unaccompanied by a prosbol, these debts may not be collected. This demonstrates that even if a creditor himself claims that he had written a prosbol but it was lost, his claim is not accepted and the debt is canceled.

¹⁵³ The Gemara answers: It is a dispute between tanna’im, as it is taught in a baraita: With regard to one who presents a promissory note after the Sabbatical Year, he must present a prosbol along with it in order to collect payment, and the Rabbis say: He does not need to present a prosbol, as it is assumed that he wrote one.

¹⁵⁴ MISHNA: In the case of a Canaanite slave that was captured, and Jews who had not owned him redeemed him, if he was redeemed to be a slave then he will be a slave. If he was redeemed to be a freeman then he will not be a slave. Rabban Shimon ben Gamliel says: Both in this case and in that case he will be a slave.

¹⁵⁵ GEMARA: With what are we dealing? If we say that the slave was redeemed before the first owner reached a state of despairing with regard to recovering the slave, then even if he was redeemed to be a freeman, he should still belong to his first owner; why would the mishna state that he will not be a slave? Rather, we might say that the slave was redeemed after the despairing of the first owner. Then, even if he was redeemed to be a slave, why will he be a slave? After his owner despairs of recovering him, he becomes ownerless property and consequently acquires his own freedom.

¹⁵⁶ Abaye said: Actually, the mishna is referring to a case where the slave was redeemed before the despairing of the owner. Therefore, according to the unattributed opinion of the mishna, if he was redeemed to be a slave, he will be a slave to his first master. If he was redeemed to be a freeman, he will not be a slave, neither to his first master nor to his second master, i.e., the one who redeemed him. He will not be a slave to his second master because he redeemed him as a freeman and cannot now demand that he become a slave. He will also not be a slave to his first master lest people refrain from redeeming slaves. If they know that a redeemed slave remains a slave of his original owner, they will not see any reason to redeem them from captivity.

¹⁵⁷ Abaye continues his explication of the mishna: Rabban Shimon ben Gamliel says: Both in this case and in that case he will be a slave to his first master. The Gemara explains: He holds that just as

it is a mitzva to redeem freemen, so too, it is a mitzva to redeem slaves, and there is no concern that people will refrain from redeeming captured slaves.

¹⁵⁸ Rava said: The mishna should be understood differently. Actually, the mishna is referring to a case where the slave was redeemed after the despairing of the owner. And therefore, according to the unattributed opinion in the mishna, if he was redeemed to be a slave then he will be a slave to his second master, as his original owner had despaired of recovering him. If he was redeemed to be a freeman then he will not be a slave, neither to his first master nor to his second master. He will not be a slave to his second master as he redeemed him as a freeman. He will also not be a slave to his first master, as he was freed after the despairing of the first master.

¹⁵⁹ Rava continues his explication of the mishna: Rabban Shimon ben Gamliel says: Both in this case and in that case he will be a slave. This should be understood in accordance with the statement of Hizkiyya, as Hizkiyya said: For what reason did they say that both in this case and in that case he will be a slave? They said it so that each and every slave should not go and hand himself over to gentile troops, and in this manner release himself from the possession of his master.

¹⁶⁰ The Gemara raises an objection to Rava's explanation from a baraita: Rabban Shimon ben Gamliel said to them: Just as it is a mitzva to redeem freemen, so too, it is a mitzva to redeem slaves. Granted, according to Abaye this works out well as he said that the mishna is referring to a slave that was redeemed before the despairing of his owner, and the unattributed opinion of the mishna rules that he will not be a slave to his original owner due to a concern that people will refrain from redeeming slaves. This is the reason that he said: Just as, since he was explaining that this concern does not exist.

¹⁶¹ However, according to Rava, who said that the mishna is referring to a slave that was redeemed after the owner's despairing, and the unattributed opinion of the mishna is not concerned that people will refrain from redeeming slaves, is this the rationale of Rabban Shimon ben Gamliel, that just as it is a mitzva to redeem freemen, so too, it is a mitzva to redeem slaves? His reason is because of the statement of Hizkiyya.

¹⁶² The Gemara answers: Rava could have said to you: Rabban Shimon ben Gamliel did not know what exactly the Rabbis said, and this is what he said to them: If you say this ruling with regard to a slave who was redeemed before his owner's despairing, this is my response, that just as it is a mitzva to redeem freemen, so too, it is a mitzva to redeem slaves. If you say that this case was after his owner's despairing, then the reason that I disagree is in accordance with the statement of Hizkiyya.

¹⁶³ The Gemara asks: And according to Rava, who said that the mishna is referring to where the slave was redeemed after the despairing of the owner, and he will be a slave to his second master, one can ask: With regard to the second master, from whom did he acquire the slave? If you say that he acquired him from the captor, did the gentile captor himself acquire the slave? The ownership of the second master is contingent on his acquiring the slave from someone who himself had ownership over the slave.

¹⁶⁴ The Gemara answers: Yes, he acquired ownership with regard to his labor, as Reish Lakish says: From where is it derived that a gentile can acquire another gentile as a slave with regard to his labor? As it is stated: "Moreover, of the children of the strangers who sojourn among you, of them you may acquire" (Leviticus 25:45). This indicates that you, Jews, can acquire slaves from them,

¹⁶⁵ but the gentiles cannot acquire one of you, as they do not have the ability to acquire a Jew as a slave, and they cannot acquire each other as slaves. The Gemara begins to introduce a question: One might have thought that they shall not be able to acquire each other. The Gemara immediately clarifies its question: Can it be that one might have thought that they shall not be able to acquire each other; but didn't you already say that they cannot acquire each other? Rather, this is what he said: Gentiles cannot acquire each other with regard to the slave himself.

¹⁶⁶ The Gemara now restates the question: One might have thought that they shall not be able to acquire each other as slaves even for the rights to his labor. The Gemara answers: You can say an a fortiori inference: If a gentile can acquire a Jew for the rights to his labor, as stated explicitly in the Torah (Leviticus 25:47), all the more so is it not clear that a gentile can acquire a gentile?

¹⁶⁷ The Gemara challenges: But I could say that this halakha, that a gentile can acquire a gentile as a slave for the rights to his labor, applies only to acquisition via money. However, via an act of possession, by taking him captive, he does not acquire him. Rav Pappa says in response: The land of Ammon and Moab became purified through the conquest of Sihon. After the conquest of Sihon, the land that had belonged to Ammon and Moab was considered the property of Sihon, and it was permitted for the Jewish people to conquer it although they had not been permitted to conquer the land of Ammon and Moab. In the same manner, a gentile can acquire a slave by taking possession of him as a captive.

¹⁶⁸ The Gemara asks: We found a source for a gentile acquiring a gentile through conquest, which is an act of taking possession; from where do we derive that a gentile can also acquire a Jew through the act of possession such as conquest? The Gemara answers: As it is written: "And the Canaanites, who dwelt in the South, heard tell that Israel came by the way of Atharim; and he fought against Israel, and took of them captive" (Numbers 21:1). This indicates that even a Jew is acquired by a gentile through the act of possession, in this case, conquest in war.

¹⁶⁹ § Rav Shemen bar Abba says that Rabbi Yoḥanan says: A slave who escaped from prison is emancipated. He is no longer subjugated to his owner, as it is assumed that his owner has despaired of retrieving him. And moreover, his master is forced to write him a bill of manumission so that he can marry a Jewish woman.

¹⁷⁰ We learned in the mishna that Rabban Shimon ben Gamliel says with regard to a slave who was redeemed from captivity: Both in this case and in that case he will be a slave. And Rabba bar bar Ḥana says that Rabbi Yoḥanan says: Every place where Rabban Shimon ben Gamliel taught a ruling in our mishna, the halakha is in accordance with his opinion, except for the following three cases: The responsibility of the guarantor, and the incident that occurred in the city of Tzaidan, and the dispute with regard to evidence in the final disagreement. Therefore, according to Rabbi Yoḥanan, the halakha is in accordance with the opinion of Rabban Shimon ben Gamliel in the mishna here, as it is not one of those three cases. This contradicts the ruling of Rabbi Yoḥanan cited above concerning a slave who escapes prison.

¹⁷¹ The Gemara clarifies: Granted, according to the opinion of Abaye, he establishes the mishna as referring to a slave who is redeemed before the owner's despair. For this reason, Rabban Shimon ben Gamliel rules that the redeemed slave is not emancipated, and the halakha is in accordance with his ruling. And this statement of Rabbi Yoḥanan, that a slave who escapes from prison goes free, applies

after the owner's despair. Therefore, there is no contradiction between the two statements of Rabbi Yoḥanan.

¹⁷² However, according to the opinion of Rava, who said that the mishna here is referring to a slave who is redeemed after the despair of the owner, there is a difficulty. The difficulty is due to the contradiction between the statement of Rabbi Yoḥanan in which he rules against the opinion of Rabban Shimon ben Gamliel, as he holds that a slave who escapes prison is emancipated, and the statement of Rabbi Yoḥanan in which he rules that the halakha is in accordance with the opinion of Rabban Shimon ben Gamliel.

¹⁷³ The Gemara answers: Rava could have said to you: What is the reason that a slave who was redeemed is not emancipated? It is because of the concern expressed by Ḥizkiyya, that perhaps slaves would allow themselves to be captured by foreign troops in the hope that they would be redeemed and consequently emancipated. However, the case of one who escapes from prison is different, as the concern raised by Ḥizkiyya is not applicable. If now it is apparent that he is willing to give himself over to death to escape captivity, as he would be put to death for attempting to escape prison, is there a concern that he will throw himself willingly into captivity by allowing himself to be captured by foreign troops?

¹⁷⁴ The Gemara relates: The maidservant of Master Shmuel was taken captive. Some people redeemed her to be a maidservant and sent her to him. They sent him the following message: We hold in accordance with the opinion of Rabban Shimon ben Gamliel, and therefore we hold that in any case she remains your maidservant. Even if you hold in accordance with the opinion of the Rabbis in the mishna, then you should know that we redeemed her to be a maidservant, and even the Rabbis would agree that she remains your maidservant.

¹⁷⁵ The Gemara adds: And they thought that this was before his despair, but that is not so. It was after his despair, and when Shmuel received the maidservant, it is not necessary to say that he did not enslave her. But also, he did not require her to receive a bill of manumission, as he held that she was a free woman in every respect.

¹⁷⁶ The Gemara comments: In this matter, Shmuel conforms to his standard line of reasoning, as Shmuel says: With regard to one who renounces ownership of his slave, the slave is emancipated, and he does not even require a bill of manumission. Shmuel cited a proof from that which is stated: "But every slave man that is bought for money" (Exodus 12:44). Does this apply only to a slave who is a man, and not to a woman slave? Rather, it means: The slave of a man, i.e., a slave whose master has authority and control over him, is called a slave, since he is the slave of a particular man. However, with regard to a slave whose master does not have authority over him, such as one who has been declared ownerless, he is not called a slave but a freeman. Therefore, once Shmuel despaired of retrieving his maidservant, she was no longer under his control and did not require a bill of manumission.

¹⁷⁷ The Gemara relates: The maidservant of Rabbi Abba bar Zutra was taken captive. A certain gentile tarmoda'a redeemed her to be his wife. The Sages sent a message to Rabbi Abba bar Zutra: If you wish to act correctly, send her a bill of manumission.

¹⁷⁸ The Gemara asks: What are the circumstances? If this is a situation where the Jews are able to redeem her, why do I need a bill of manumission? They should redeem her to be a maidservant. If

this is a situation where they are unable to redeem her, when he sends her a bill of manumission, what of it? What effect will it have, as she is currently under the control of this gentile?

¹⁷⁹ The Gemara answers: Actually, it is referring to a situation where they are able to redeem her but are not doing so. And since he sends her a bill of manumission, the residents of the city will join together and redeem her, as she is now a full-fledged Jew, whereas they would not have redeemed her to be a maidservant. And if you wish, say instead: Actually, it is referring to a case where they are unable to redeem her, as the ransom was too expensive. And once he sends her a bill of manumission, she will be disrespected in the eyes of the gentile who redeemed her to marry her, as he will find out that she is a maidservant of a Jew, and he will allow her to be redeemed.

¹⁸⁰ The Gemara challenges this statement: Would it be easier to redeem the maidservant once the gentile discovered that she is the maidservant of a Jew? But didn't the Master say: The animals of Jews are more beloved to gentiles than their own wives? Apparently, the gentiles held the Jews in high regard, and the fact that she was a Jewish maidservant would not lower her in the gentile's estimation. The Gemara answers: This statement applies only concerning matters that take place in private; however, in public, the matter is disrespected, and a gentile would not marry the maidservant of a Jew.

¹⁸¹ § The Gemara relates: There was an incident involving a certain maidservant in Pumbedita with whom people were performing prohibited sexual acts, and her master was unable to prevent this. Abaye said: If not for the fact that Rav Yehuda says that Shmuel says that anyone who emancipates his slave violates a positive mitzva, as it is written in the Torah: "Of them may you take your bondmen forever" (Leviticus 25:46), I would force her master, and he would write and give her a bill of manumission, enabling her to marry a Jew, which would ensure that she would cease her promiscuous behavior. Ravina said: In a case like that, Rav Yehuda concedes that it is permitted to emancipate her, due to the prohibited matter that others are violating.

¹⁸² The Gemara asks: And does Abaye hold that one cannot emancipate a slave even due to a prohibition that is being violated? Didn't Rav Ḥanina bar Rav Ketina say that Rav Yitzḥak says: There was an incident involving a woman who was a half-maidservant half-free woman, as she had belonged to two masters and was emancipated by one of them,

¹⁸³ and the court forced her master to emancipate her, and he made her a free woman. And Rav Naḥman bar Yitzḥak said in explanation of why they forced him to do this: They took liberties with her, i.e., people engaged in sexual intercourse with her freely. This demonstrates that it is permitted to free a slave to prevent people from violating prohibitions.

¹⁸⁴ The Gemara rejects this proof: How can these cases be compared? There, in the case of a half-maidservant half-free woman, she is not fit for marrying a slave and she is not fit for marrying a freeman. This is why she is available to all, and the only way to solve this problem is to emancipate her. Here, in the case of the maidservant, it is possible for the master to assign her to marry his slave, and that slave will guard her from people who wish to be promiscuous with her. Therefore, it is not necessary to emancipate her.

¹⁸⁵ § The Gemara returns to discussing the matter itself cited above. Rav Yehuda says that Shmuel says: Anyone who emancipates his slave violates a positive mitzva, as it is stated: "Of them may you take your bondmen forever" (Leviticus 25:46). This is a positive mitzva requiring that one subjugate slaves their entire lives. Therefore, it is prohibited to emancipate them.

¹⁸⁶ The Gemara raises an objection from a baraita: There was an incident involving Rabbi Eliezer, who entered a synagogue to pray, and he did not find a quorum of ten men, and he emancipated his slave and had him complete a quorum of ten. This demonstrates that one is permitted to emancipate his slave. The Gemara answers: Freeing a slave to enable the performance of a mitzva, e.g., completing a quorum, is different. This does not demonstrate that in general one is permitted to emancipate his slave.

¹⁸⁷ The Gemara raises an objection from a baraita to the proof citing the incident involving Rabbi Eliezer: The Sages taught: “Of them may you take your bondmen forever,” is optional; this is the statement of Rabbi Yishmael. Rabbi Akiva says: It is an obligation. The Gemara now explains the Gemara’s objection: But perhaps Rabbi Eliezer holds in accordance with the opinion of the one who says that it is optional. Therefore, the incident involving Rabbi Eliezer cannot serve as a proof that even those who hold that it is prohibited to free a slave would hold that it is permitted to free a slave to enable the performance of a mitzva.

¹⁸⁸ The Gemara answers: It cannot enter your mind to say that Rabbi Eliezer holds that enslaving them permanently is optional, as it is taught explicitly in a baraita that Rabbi Eliezer says: “Of them may you take your bondmen forever” is an obligation.

¹⁸⁹ In connection with this issue, Rabba said: With these three matters homeowners become impoverished: That they emancipate their slaves; and that they inspect their property on Shabbat; and that they set their meals on Shabbat at the time of the sermon in the study hall, so that they miss it, as Rabbi Hiyya bar Abba says that Rabbi Yoḥanan says: There were two families in Jerusalem, one that set its meal on Shabbat and one that set its meal on the eve of Shabbat, and both of them were uprooted. One family was uprooted because they caused the suspension of Torah study, and the other was uprooted because by eating their meal on Shabbat eve, they did not properly distinguish between Shabbat and Shabbat eve.

¹⁹⁰ § Rabba says that Rav says: With regard to one who consecrates his slave, the slave is emancipated. The Gemara explains: What is the reason for this? He did not consecrate the slave himself, as the slave cannot become consecrated to be an offering. If you say that it is only with regard to his monetary value that he is consecrated, i.e., the owner pledges to give the value of his slave to the Temple, his owner did not say this. Therefore, it must be that he said that this slave should be a member of the sacred nation, meaning that the slave should be emancipated and become a Jew.

¹⁹¹ And Rav Yosef says that Rav says: With regard to one who renounces ownership of his slave, the slave is emancipated. The Gemara points out: According to the one who says that one who consecrates his slave emancipates him, this is all the more so with regard to one who renounces ownership. But according to the one who says that one who renounces ownership of his slave emancipates his slave holds that this is the halakha only if one renounces ownership of his slave; but one who consecrates his slave does not emancipate him, as perhaps when he consecrated his slave he said that his slave is consecrated with regard to his monetary value, he should be sold and the profit donated toward the Temple maintenance.

¹⁹² A dilemma was raised before the Sages: In both of these cases, where the slave is emancipated after his owner renounces his ownership of him or consecrates him, does the slave require a bill of manumission, or does he not require a bill of manumission? The Gemara suggests a proof to resolve

this dilemma: Come and hear that which Rav Ḥiyya bar Avin says that Rav says: In both this case, where one consecrates his slave, and that case, where one renounces ownership of his slave, the slave is emancipated but nevertheless requires a bill of manumission.

¹⁹³ Rabba said: And we raise an objection from a baraita to our halakha that Rav said that one who consecrates his slave emancipates him: With regard to one who consecrates all his possessions, and among them were slaves, the Temple treasurers are not allowed to emancipate them. However, they may sell the slaves to others, and these others may emancipate them. Rabbi Yehuda HaNasi says: I say that even the slave himself can give his own monetary value and is emancipated, due to the fact that it is as if the Temple treasurer sold him to himself. This demonstrates that the act of consecrating one's slave does not emancipate him. The Gemara rejects this argument: Do you raise an objection to Rav from a baraita? Rav himself is a tanna, and, as such, has the authority to dispute the determination in the baraita.

¹⁹⁴ The Gemara raises another objection from a baraita to the opinion of Rav: Come and hear: "Notwithstanding, no dedicated thing that a man may dedicate to the Lord from all that he has, whether of man or beast, or of the field of his possession, shall be sold or redeemed" (Leviticus 27:28). The Sages interpret the verse as follows: "Of man"; these are his Canaanite slaves and maidservants. This demonstrates that one may consecrate his slaves and they are not emancipated as a result. The Gemara answers: With what are we dealing here? This is referring to a case where the master said explicitly that he is consecrating them with regard to their monetary value.

¹⁹⁵ The Gemara asks: If that is so, then why not say that the other baraita quoted above is also referring to a case where one said explicitly that the slave is consecrated with regard to his monetary value? Why is it necessary to answer that Rav disagrees with that baraita?

¹⁹⁶ The Gemara answers: If that is so, that the baraita is referring to one who said that the slaves are consecrated only with regard to their monetary value, then why does the baraita state that the Temple treasurers [gizbarim] are not allowed to emancipate them. The Temple treasurers; what are they doing in this discussion? They would never be able to emancipate the slaves, as the slaves were never actually consecrated.

¹⁹⁷ And furthermore, the baraita states: However, they may sell the slaves to others, and these others may emancipate them. Others; what are they doing in this discussion? They also should not be able to emancipate the slaves. And furthermore, the baraita states: Rabbi Yehuda HaNasi says: I say that even the slave himself can give his own monetary value and is emancipated, due to the fact that it is as if the Temple treasurer sold him to himself. And if the slave was consecrated only with regard to his monetary value, what is the meaning of: Due to the fact that it is as if the Temple treasurer sold him to himself? The baraita makes sense only according to the opinion that one who consecrates a slave consecrates the slave himself, and since there is nothing for the Temple to do with the slave, he must be redeemed and the money used in his place. Therefore, the baraita contradicts Rav's opinion.

¹⁹⁸ The Gemara raises another objection to Rav's opinion from a baraita: Come and hear: In a case of one who consecrates his slave, the slave works and is sustained as compensation for his labor, as the master consecrated only his monetary value and donates that sum to the Temple treasury. This demonstrates that the slave does not become consecrated, as he may still work for the master, and he is also not emancipated.

¹⁹⁹ The Gemara answers: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Meir, who says: A person does not make a statement of consecration for naught. If one declared an item consecrated, even if he did not use the correct formulation, his statement is interpreted in a manner to render it meaningful. Therefore, although the master did not say that the slave is consecrated with regard to his monetary value, his statement is interpreted in this way. However, Rav holds in accordance with the dissenting opinion of the Rabbis. In their opinion the slave is not consecrated.

²⁰⁰ The Gemara comments: This too stands to reason, as it teaches in the latter clause of the baraita: And so too, a freeman who consecrated himself works and is sustained from his labor, as he consecrated only his monetary value and he did not consecrate his body. Granted, if you say that this baraita is in accordance with the opinion of Rabbi Meir, then the entire baraita works out well. According to the opinion of Rabbi Meir, even when he consecrated himself, his statement is interpreted so that it is referring to a type of consecration that is meaningful.

²⁰¹ Rather, if you say that it is the opinion of the Rabbis, granted, the first clause of the baraita that deals with one who consecrates his slave is understood, as his slave exists primarily for monetary value. It is logical that when the owner consecrates him he intends to consecrate his monetary value. However, in the case of the latter clause of the baraita, which is referring to one who consecrates himself, does he exist for monetary value? Therefore, the baraita must be in accordance with the opinion of Rabbi Meir.

²⁰² The Gemara suggests: Let us say that this dispute with regard to one who consecrates his slave is parallel to a dispute between tanna'im. A baraita taught: With regard to one who consecrates his slave, if one then makes use of the slave, there is no misuse of property consecrated to the Temple. Rabban Shimon ben Gamliel says: One misuses property consecrated to the Temple if one makes use of his hair. What, is it not that they disagree about this issue, as one Sage, Rabban Shimon ben Gamliel, holds that the slave is consecrated, and therefore the halakhot of misuse of consecrated property apply, and one Sage, the first tanna, holds that the slave is not consecrated?

²⁰³ The Gemara asks: And how can you understand that to be their dispute? If that were the case, then these expressions of: One misuses property consecrated to the Temple, and: There is no misuse of property consecrated to the Temple, are not the correct expressions. They should have used these expressions, of: Consecrated, and: Not consecrated, if that were actually the subject of their dispute.

²⁰⁴ Rather, everyone agrees that the slave is consecrated, in opposition to the opinion of Rav. And here they disagree about this, as one Sage, the first tanna, holds that a slave is considered equivalent to land, as slaves are compared to land in several areas of halakha. Just as the misuse of consecrated property does not apply in the case of land, so too, it does not apply to slaves. And one Sage, Rabban Shimon ben Gamliel, holds that they are considered equivalent to movable property, and therefore the halakhot of misuse of consecrated property do apply to slaves.

²⁰⁵ The Gemara challenges this explanation: If that is so, and they disagree with regard to whether a slave is equivalent to land or movable property, instead of disagreeing with regard to whether making use of the slave's hair constitutes a misuse of consecrated property, let them disagree with regard to whether making use of the slave himself constitutes a misuse of consecrated property.

²⁰⁶ Rather, it must be that everyone agrees that a slave is considered equivalent to land, and making use of the slave himself does not constitute a misuse of consecrated property. And here they disagree

with regard to his hair that is ready to be cut, whether it is still considered a part of the slave. One Sage, Rabban Shimon ben Gamliel, holds that it is considered as if it were already cut and is no longer part of the slave. Since it is viewed as detached, it is subject to the halakhot of misuse of consecrated property, like all movable property. And one Sage, the first tanna, holds that it is not considered as if it were already cut. Until it is cut, the hair is part of the slave, and, like all land, is not subject to the halakhot of misuse of consecrated property.

²⁰⁷ The Gemara suggests: Let us say that the opinions of these tanna'im are parallel to the opinions of those tanna'im, as we learned in a mishna (Shevuot 42b) that Rabbi Meir says: There are certain things that are like land with regard to their form but are not treated like land from a halakhic perspective, but the Rabbis do not admit to him that this is so. How so? If one makes the claim: I gave you ten grapevines laden with fruit to guard, and the other one says: They are only five vines, then Rabbi Meir obligates the defendant to take an oath, for one who makes a partial admission to a claim concerning movable property is obligated to take an oath that he is stating the truth. And the Rabbis say: The halakhic status of anything that is attached to the ground is like the ground itself, and therefore one does not take an oath in this case, as one does not take an oath if one makes a partial admission to a claim concerning land.

²⁰⁸ The Gemara continues the comparison: And with regard to this, Rabbi Yosei, son of Rabbi Hanina, says that the practical difference between them is not concerning all vines. It exists only in a case of grapes that are ready to be harvested, as Rabbi Meir holds that since they are ready to be harvested, they are considered like they are already harvested, and the defendant must take an oath, as he is denying a claim concerning movable property. And the Rabbis hold that they are not considered like they are already harvested, and they still have the status of land. This dispute seems to be identical to the dispute between Rabban Shimon ben Gamliel and the Rabbis.

²⁰⁹ The Gemara rejects this suggestion: The dispute in the baraita with regard to a slave's hair is not necessarily parallel to the dispute with regard to grapes. Even if you say the opinion of Rabbi Meir, that grapes that are about to be harvested are considered like they are already harvested, this does not dictate one's opinion with regard to a slave's hair that is ready to be cut. Rabbi Meir states his opinion only there, with regard to grapes, since the longer they remain on the vine after ripening the more they become withered and are ruined. Since they no longer benefit from their attachment to the ground, they are considered to be like movable property. However, here, with regard to hair, the longer it remains on the slave the more it improves, i.e., grows, and therefore it should not be considered as if it were already cut.

²¹⁰ In connection with Rav's statement that one who renounces ownership of his slave emancipates the slave, the Gemara recounts: When Rabbi Hiyya bar Yosef ascended from Babylonia to Eretz Yisrael, he stated this halakha of Rav, that one who renounces ownership of his slave emancipates the slave, before Rabbi Yoḥanan. Rabbi Yoḥanan said to him in astonishment: Did Rav actually say so? This indicates that Rabbi Yoḥanan disagreed with the statement of Rav, which leads the Gemara to ask: But didn't Rabbi Yoḥanan himself say so? But didn't Ulla say that Rabbi Yoḥanan says: With regard to one who renounces ownership of his slave, the slave is emancipated but nevertheless requires a bill of manumission. Why then was Rabbi Yoḥanan so surprised by Rav's statement?

²¹¹ The Gemara answers: The Gemara answers that Rabbi Yoḥanan was not objecting to Rav's opinion, but this is what he said to him: Did Rav actually say in accordance with my opinion? And

alternatively, there are those who say that Rabbi Ḥiyya bar Yosef did not conclude Rav's statement before Rabbi Yoḥanan by saying that nevertheless the slave requires a bill of manumission. Therefore, Rabbi Yoḥanan said to him: And didn't Rav say that the slave requires a bill of manumission? And Rabbi Yoḥanan conforms to his standard line of reasoning, as Ulla says that Rabbi Yoḥanan says: With regard to one who renounces ownership of his slave, the slave is emancipated but nevertheless requires a bill of manumission.

²¹² § The Gemara discusses the matter itself: Ulla says that Rabbi Yoḥanan says: With regard to one who renounces ownership of his slave, the slave is emancipated but nevertheless requires a bill of manumission to be fully considered a freeman and to be able to marry a Jewish woman.

²¹³ Rabbi Abba raised an objection to Ulla from a baraita: If a convert died and Jews plundered his property, as his possessions became ownerless property with his death because he had no heirs, and among his possessions were slaves, then, whether the slaves were adults or minors, they acquire ownership of themselves and become freemen, as they can acquire themselves from the ownerless property. Abba Shaul says: Adult slaves acquire ownership of themselves and become freemen. However, with regard to minor slaves, anyone who takes possession of them acquires them.

²¹⁴ This appears difficult for Rabbi Yoḥanan, as one could ask: But who wrote a bill of manumission for those slaves who became free men? Their owner died without freeing them, and nevertheless they are emancipated. Therefore, the baraita demonstrates that when a slave becomes ownerless, he is emancipated entirely and does not require a bill of manumission to be considered a freeman.

²¹⁵ Ulla said in reply: This one of the Rabbis, Rabbi Abba, is like a person who has not studied halakha. He refused to address Rabbi Abba's objection, as he did not think it was worthy of a response. The Gemara asks: And what is the reason that these slaves do not require a bill of manumission? Rav Naḥman said that Ulla holds as follows: A slave of a convert is comparable to his wife in this case. Just as his wife is freed by his death without a bill of divorce, and she is no longer considered married with regard to any halakhot, so too, his slaves are freed without a bill of manumission.

²¹⁶ The Gemara challenges this answer: If so, if a slave is comparable to a wife, then even the slave of a Jew that dies should be freed entirely as well, just as his wife is. Why should this halakha apply only to the slave of a convert? The Gemara answers: The verse states with regard to slaves: "And you may make them an inheritance for your children after you, to hold for a possession" (Leviticus 25:46). Therefore, slaves are not emancipated with the death of their owner, as the heirs have a right to the slaves. However, in the case of a convert who does not have heirs, the slaves are emancipated.

²¹⁷ The Gemara challenges: If so, then in a case of one who renounces ownership of his slave and dies, the slaves should not require a bill of manumission as well, as they are not part of the inheritance of the children. Why then did Ameimar say that with regard to one who renounces ownership of his slave and dies, there is no remedy for that slave and he cannot marry a Jewish woman, as there is no one to emancipate him? The Gemara states: This statement of Ameimar poses a difficulty to Rav Naḥman's explanation of Ulla's statement.

²¹⁸ Rabbi Ya'akov bar Idi says that Rabbi Yehoshua ben Levi says: The halakha is in accordance with the opinion of Abba Shaul with regard to a convert who died and left behind slaves. Rabbi Zeira said to Rabbi Ya'akov bar Idi:

²¹⁹ Did you hear it explicitly said by Rabbi Yehoshua ben Levi, or did you hear it by inference, i.e., did you infer it from some other statement of his? Rabbi Ya'akov bar Idi asked him: What inference could I have drawn? Rabbi Zeira answered: As Rabbi Yehoshua ben Levi says that they said before Rabbi Yehuda HaNasi: If one says: I have despaired of recovering so-and-so, my slave, what is the halakha? He said to them: I say that his slave has no remedy other than via a bill of manumission.

²²⁰ The Gemara continues explaining the possible inference. And Rabbi Yoḥanan said: What is the reasoning of Rabbi Yehuda HaNasi? He derived this by means of a verbal analogy, understanding the meaning of "to her [lah]," written with regard to a maidservant in the verse: "Nor was freedom given to her" (Leviticus 19:20), from the meaning of "for her [lah]," written with regard to a wife: "And he writes for her a bill of divorce" (Deuteronomy 24:3). Just as a wife is released from her husband via a bill of divorce, so too, a slave is also emancipated only via a bill of manumission.

²²¹ You heard this statement and deduced from this comparison that with regard to his master's death, a slave is comparable to a wife. Just as a wife is released by the death of her husband from a prohibition but not from a monetary bond, so too, a slave is also emancipated by his master's death from a prohibition but not from a monetary bond. Therefore, an adult slave, who can acquire ownership of himself, is freed entirely by means of the death of his master. However, in the case of a minor slave, who cannot acquire possession of his own person, the monetary bond remains, in accordance with the opinion of Abba Shaul.

²²² Rabbi Ya'akov bar Idi said to him: And if this was derived by inference, what of it? Rabbi Zeira said to him: If you derived this by inference from Rabbi Yehoshua ben Levi's statement, then, on the contrary, deduce from this to the other side and say as follows: Just as a wife is released by her husband's death and requires no bill of divorce whether she is an adult or a minor, so too, a slave is also emancipated when his master dies whether he is an adult or a minor, in opposition to the opinion of Abba Shaul. He said to him: I heard explicitly that Rabbi Yehoshua ben Levi said that the halakha is in accordance with the opinion of Abba Shaul.

²²³ And Rabbi Ḥiyya bar Abba says that Rabbi Yoḥanan says: The halakha is not in accordance with the opinion of Abba Shaul. Rabbi Zeira said to Rabbi Ḥiyya bar Abba: Did you hear it explicitly that Rabbi Yoḥanan said it, or did you hear it by inference? Rabbi Ḥiyya bar Abba asked: What inference could have been drawn? Rabbi Zeira answered: For Rabbi Yehoshua ben Levi says that they said before Rabbi Yehuda HaNasi: If one says: I have despaired of recovering so-and-so, my slave, what is the halakha? He said to them: I say that his slave has no remedy other than via a bill of manumission.

²²⁴ The Gemara continues explaining the possible inference. And Rabbi Yoḥanan said: What is the reasoning of Rabbi Yehuda HaNasi? He derived this halakha by means of a verbal analogy, understanding the meaning of the words "to her," written with regard to a maidservant, from the meaning of "for her," written with regard to a wife. Just as a wife can leave her husband only via a bill of divorce, so too, a slave is also emancipated only via a bill of manumission.

²²⁵ You heard this statement and deduced from this comparison that with regard to his master's death, a slave is comparable to a wife. Just as a wife is released by her husband's death whether she is an adult or a minor, so too, a slave is also emancipated whether he is an adult or a minor, and there is no distinction between a minor slave who receives a bill of manumission and a minor slave whose master dies.

²²⁶ Rabbi Ḥiyya bar Abba asked him: And if this was derived by inference, what of it? Rabbi Zeira said to him: If you derived this by inference, then, on the contrary, deduce from this to the other side and say as follows: Just as a wife is released by the death of her husband from a prohibition and not from a monetary bond, so too, a slave is also emancipated by his master's death from a prohibition and not a monetary bond. He said to him: I heard this explicitly from Rabbi Yoḥanan.

²²⁷ § In connection with the baraita cited above, the Gemara discusses the matter itself. The Master said above: Rabbi Yehuda HaNasi said to them: I say that his slave has no remedy other than via a bill of manumission. The Gemara challenges: But isn't it taught in a baraita: Rabbi Yehuda HaNasi says: I say that even the slave himself can give his own monetary value and is emancipated, due to the fact that it is as if the Temple treasurer sold him to himself. This demonstrates that a slave can be emancipated by paying money in addition to receiving a bill of manumission.

²²⁸ The Gemara answers: This is what he is saying: A slave can be emancipated either via money or via a bill of manumission. And with regard to this master, who despaired of recovering his slave, his monetary hold over this slave is abrogated, and he can be emancipated only via a bill of manumission. And this statement, that generally a slave can be emancipated either via a bill of manumission or by paying money, serves to exclude the opinion of this tanna in the following baraita.

²²⁹ As it is taught in a baraita that Rabbi Shimon says in the name of Rabbi Akiva: One might have thought that paying money completes the emancipation of a Hebrew maidservant, just as a bill of manumission completes her emancipation. The verse states, concerning a Jewish man who engages in sexual intercourse with a maidservant who had been designated to cohabit with a Hebrew slave: "And whoever lies carnally with a woman that is a bondmaid designated for a man, and not at all redeemed, nor was freedom given to her; there shall be inquisition; they shall not be put to death, because she was not free" (Leviticus 19:20). In this case, neither the Jewish man nor the maidservant is liable to receive the death penalty, in contrast to a man who engages in sexual intercourse with a married woman.

²³⁰ The halakha of this entire portion of a maidservant who had been designated to cohabit with a Hebrew slave is linked to, i.e., dependent on, only the phrase "nor was freedom given her" by means of a bill of manumission. The reason she does not have the status of a free woman is that she was not granted her freedom by means of a bill of manumission. If the halakha of this portion would be dependent upon the phrase "and not at all redeemed," this would indicate that the reason she does not have the status of a free woman is that she was not redeemed with money. This is in order to say to you: A bill of manumission completes her emancipation entirely, and money does not complete her emancipation. According to Rabbi Shimon, a slave can be emancipated only via a bill of manumission but not by paying money.

²³¹ Rami bar Ḥama says that Rav Naḥman says: The halakha is in accordance with the opinion of Rabbi Shimon. And Rav Yosef bar Ḥama says that Rabbi Yoḥanan says: The halakha is not in accordance with the opinion of Rabbi Shimon.

²³² The Gemara relates: Rav Naḥman bar Yitzḥak found Rava bar She'eilta when he was standing at the entrance to a house of prayer. He said to him, with regard to this issue: Is the halakha in accordance with the opinion of Rabbi Shimon, or is the halakha not in accordance with his opinion? He said to him: I say that the halakha is not in accordance with his opinion in this matter, and the

Rabbis who came from Meḥoza say that Rabbi Zeira said in the name of Rav Naḥman: The halakha is in accordance with the opinion of Rabbi Shimon.

²³³ And when I came to Sura, I found Rabbi Ḥiyya bar Avin, and I said to him: Tell me, my friend [izi], the incident itself. What happened, and what exactly did Rav Naḥman say? He said to me that there was a certain maidservant whose master was on his deathbed. She came crying before him and said to him: Until when will that woman, i.e., I, continue to be subjugated? He took his hat [kumtei], threw it to her, and said to her: Go acquire this hat and thereby acquire yourself as a free woman. They came before Rav Naḥman for a ruling, and he said to them: He did nothing.

²³⁴ One who saw this incident thought that he ruled in this manner because he holds that the halakha is in accordance with the opinion of Rabbi Shimon, that a maidservant can be emancipated only via a bill of manumission. But that is not so. Rather, it was because this was a legal act of acquisition formalizing the transfer of ownership that was performed with the items of the one who transfers ownership, and this mode of acquisition takes effect only when the one who transfers ownership acquires an item belonging to the one to whom the ownership is being transferred. Since the item of the owner was used, the maidservant was not emancipated.

²³⁵ Rav Shmuel bar Aḥittai says that Rav Hamnuna the Elder says that Rabbi Yitzḥak bar Ashyan says that Rav Huna says that Rav Hamnuna says: The halakha is in accordance with the opinion of Rabbi Shimon. The Gemara concludes: And that is not so, as the halakha is not in accordance with the opinion of Rabbi Shimon.

²³⁶ Rabbi Zeira says that Rabbi Ḥanina says that Rav Ashi says that Rabbi Yehuda HaNasi says: In the case of a slave who marries a free woman in the presence of his master,

²³⁷ he is emancipated. Rabbi Yoḥanan said to Rabbi Zeira: You possess such an extreme halakha, but I teach this halakha: With regard to one who writes a document of betrothal for his maidservant, stating: You are hereby betrothed to me, Rabbi Meir says: She is betrothed, and the Rabbis say: She is not betrothed, as even this, when he betroths her directly, does not serve as proof that he emancipates her.

²³⁸ The Gemara answers: Just as that which Rabba bar Rav Sheila says in a different context, that Rabbi Yehoshua ben Levi is referring to a case where a slave's master placed phylacteries on him, here too, the context of Rabbi Zeira's statement is not that of a slave who married a woman in his master's presence but a case where the slave's master himself provided a wife for him, as this is certainly proof that he had emancipated him.

²³⁹ The Gemara questions this answer: Is there anything like this, where for his slave he would not violate a prohibition, and by providing a wife for his slave he indicates that he must have emancipated the slave, but he himself might violate the prohibition, as he is suspected of marrying his maidservant without having freed her?

²⁴⁰ Rav Naḥman bar Yitzḥak said: With what are we dealing here? This is a case where he said to the maidservant when he gave her the document of betrothal: Become emancipated with this and become betrothed to me with this. Rabbi Meir holds that this formulation written in the document of betrothal: You are hereby betrothed to me, contains a formulation of emancipation and therefore serves both as a bill of manumission and a document of betrothal. And the Rabbis hold: This formulation is not a formulation of emancipation. That is why the Rabbis hold she is not betrothed in

this case. However, according to everyone, a master is not suspected of marrying his maidservant without first freeing her.

²⁴¹ With regard to this issue, Rabbi Yehoshua ben Levi says: A slave who dons phylacteries in the presence of his master is emancipated, as this is unusual behavior for a slave because slaves are not obligated in this mitzva. The Gemara raises an objection from a baraita: If a slave's master borrowed money from him; or if his master appointed him as a steward over his possessions; or if the slave donned phylacteries in the presence of his master; or if he read three verses of the Torah reading in the synagogue in the presence of his master, although all of these activities are ordinarily performed only by freemen, this slave is not emancipated. This seems to contradict the opinion of Rabbi Yehoshua ben Levi.

²⁴² Rabba bar Rav Sheila says: Rabbi Yehoshua ben Levi was referring to a case where the slave's master placed phylacteries on him. In that case it is clear that the slave is donning phylacteries with the consent of his master, and a master would not place phylacteries on his slave unless he had already emancipated him.

²⁴³ § When Rav Dimi came from Eretz Yisrael to Babylonia he reported that Rabbi Yoḥanan says: In a case of one who says at the moment of his death: With regard to so-and-so, my maidservant, my heirs should not treat her as a slave after my death, the court compels the heirs and they write for her a bill of manumission. Rabbi Ami and Rabbi Asi said before him: My teacher, don't you admit that her children are slaves? The master meant only that his heirs should not subjugate her excessively. He did not intend to free her, and her children remain slaves. Why, then, are the heirs compelled to free the maidservant?

²⁴⁴ When Rav Shmuel bar Yehuda came from Eretz Yisrael to Babylonia, he reported a different version of what Rabbi Yoḥanan says: In a case of one who says at the moment of his death: So-and-so, my maidservant, gave me satisfaction and one should do for her something that gives her satisfaction, the court compels the heirs to give her satisfaction, and if she will be satisfied only by being emancipated, they must do so. What is the reason for this? It is a mitzva to fulfill the statement of the dead.

²⁴⁵ Ameimar says: With regard to one who renounces ownership of his slave, there is no halakhic remedy for that slave, and he cannot marry a Jewish woman. What is the reason for this? The slave himself does not belong to his master. However, there is the prohibition against marrying a Jewish woman that remains in the master's possession, and the master cannot transfer ownership of the prohibition to the slave, as this is not something that can be transferred. A bill of manumission is not effective in this case because the slave already does not belong to him.

²⁴⁶ Rav Ashi said to Ameimar: But didn't Ulla say that Rabbi Yoḥanan says, and similarly Rav Ḥiyya bar Avin says that Rav says: Both in this case of one who betroths his slave, and in that case of one who renounces ownership of his slave, the slave is emancipated but nevertheless requires a bill of manumission? This demonstrates that when one renounces ownership of his slave, the slave is no longer in his possession but can still become a freeman upon receiving a bill of manumission. Ameimar said to him: They meant that he requires a bill of manumission to be considered a freeman and to marry a Jewish woman, but there is no remedy for him, as the master cannot issue one.

²⁴⁷ There are those who say a different version of this exchange: Ameimar says: With regard to one who renounces ownership of his slave and dies, there is no halakhic remedy for that slave and he

cannot marry a Jewish woman. What is the reason for this? The slave himself does not belong to his master; however, there is the prohibition against marrying a Jewish woman that remains in the master's possession, and the master cannot bequeath the prohibition to his son. Rav Ashi said to Ameimar: But when Rav Dimi came from Eretz Yisrael, he reported that Rabbi Yoḥanan says that if one says that his heirs should not treat his maidservant as a slave, the heirs are compelled to write a bill of manumission. This demonstrates that the heirs can write a bill of manumission although they do not own the maidservant.

²⁴⁸ Ameimar answered: The report of Rav Dimi quoting Rabbi Yoḥanan is erroneous, and Rabbi Yoḥanan never stated that halakha. He said to him: What is erroneous about Rav Dimi's statement? The reason it is erroneous is that the master did not state this using a formulation of emancipation, but if he had stated this using a formulation of emancipation, then indeed they would be able to write for her a bill of manumission? Why then do you not concede to his opinion? He said to him: I hold in accordance with the report of Rav Shmuel bar Yehuda, that Rabbi Yoḥanan was discussing a case where the master said that his heirs should give the maidservant satisfaction. Therefore, the master never stated that the heirs would not have ownership over the maidservant, only that they should fulfill his dying instruction to grant her satisfaction.

²⁴⁹ The Gemara relates: There was an incident involving a certain city [diskarta] of slaves that was sold to gentiles. When their final gentile masters died, the slaves came before Ravina and said that since they had no masters, they wanted to be considered full-fledged Jews. He said to them: Go and return to the children of your first masters and have them write for you bills of manumission so that you will be considered freemen in every respect. The Rabbis said to Ravina: But didn't Ameimar say that with regard to one who renounces ownership of his slave and dies, there is no remedy for that slave? Similarly, if one sells his slave to a gentile, he no longer has the right to the slave's labor and can no longer write a bill of manumission for him.

²⁵⁰ Ravina said to them: I hold in accordance with the report of Rav Dimi, who said that Rabbi Yoḥanan says that the heirs can give a bill of manumission. They, the Rabbis, said to him: That which Rav Dimi said is erroneous. He said to them: What is erroneous about Rav Dimi's statement? The reason it is erroneous is that he did not state this using a formulation of emancipation, but if he had stated this using a formulation of emancipation, then indeed they would be able to write a bill of manumission. The Gemara concludes: And the halakha is in accordance with the opinion of Ravina, that the original masters can write a bill of manumission for the slaves.

²⁵¹ § The Gemara relates: There was a certain slave who belonged to two partners. One of them arose and emancipated his half of the slave. The other master said: Now the rabbis of the local court will hear that my slave is half emancipated and they will cause me to lose him, i.e., they will force me to release him, as is stated in the mishna (41b) that the court forces a master to release his slave who has been half emancipated. He went and transferred ownership of the slave to his minor son, who could not be forced by the court to emancipate him, so that the slave would remain in his possession.

²⁵² Rav Yosef, son of Rava, sent before Rav Pappa the question of what the halakha is in this circumstance. He sent to him a response that paraphrased biblical verses: As he has done, so shall it be done to him, his dealing shall return upon his own head (see Leviticus 24:19 and Obadiah 1:15). In other words, since the master acted deceitfully to circumvent the ruling of the Sages, one should

deal with him deceitfully. We know that a child is attracted to money. We will appoint a steward for the child, who will clarify the slave's market value,

²⁵³ and the slave should jingle the dinars before him. The child will want the money and he will decide to emancipate him, and they should write him a bill of emancipation in his name.

²⁵⁴ § The Sages taught that with regard to one who says: I made so-and-so my slave a freeman, or: My slave was made a freeman, or: Behold he is a freeman, in all of these cases he is a freeman as a result.

²⁵⁵ If he says: I will make him a freeman, Rabbi Yehuda HaNasi says: The slave has acquired himself, and the Rabbis say: He has not acquired himself. Rabbi Yoḥanan says: And all of these halakhot apply only when the formulation was written in a document that was transferred to the slave. A verbal statement alone is not effective in emancipating the slave.

²⁵⁶ Similarly, the Sages taught that with regard to one who says: I gave such and such a field to so-and-so as a gift; or: This field is given to so-and-so; or: Behold it is his, in all of these cases it belongs to the recipient. If he says: I will give it to so-and-so, then Rabbi Meir says: That person has acquired the field. And the Rabbis say: He has not acquired it. With regard to this, Rabbi Yoḥanan also says: And all of these halakhot apply only when the formulation was written in a document that was transferred to the recipient. A verbal statement alone is not effective in transferring the field.

²⁵⁷ The Sages taught that with regard to one who says: I made so-and-so my slave a freeman, and the slave says: He did not make me a freeman, then we are concerned that perhaps the master transferred the slave's emancipation to him through another person without the slave being aware of this, and the slave is assumed to be emancipated. However, if the master said: I wrote and I gave to him a bill of manumission, and the slave says: He did not write it for me and he did not give me a bill of manumission, then he remains a slave, as the legal status of the admission of a litigant is similar to the testimony of one hundred witnesses. Just as the testimony of witnesses is deemed credible by the court, so is the admission of a litigant deemed credible.

²⁵⁸ Similarly, with regard to one who says: I gave such and such a field to so-and-so, and the supposed recipient says: He did not give me it, then we are concerned that perhaps he transferred the field to him through another person without the recipient being aware of this, and the field becomes his. However, if one says: I wrote and gave to him a document stating that I am giving him the field, and the supposed recipient says: He did not write it and did not give me a document stating that he is giving me the field, then he does not take possession of the field, as the legal status of the admission of a litigant is similar to the testimony of one hundred witnesses.

²⁵⁹ The Gemara asks: In this case, where the original owner states that he gave the field to his friend, and the supposed recipient states that he did not receive it, who consumes the produce of the field? Rav Ḥisda says: The giver consumes the produce, as the field remains in his possession, and Rabba says: The produce is deposited with a third party until it can be determined who the rightful owner is.

²⁶⁰ The Gemara comments: And they do not disagree. Rather, they are referring to different cases: This case pertains to the father, the one who is the supposed recipient of the field. As long as he is alive and states that he did not receive the field, the produce is consumed by the original owner. That case pertains to the son of the supposed recipient of the field, who claims that his father did not

receive it. Since it is possible that the father received it without the son's knowledge, the produce is deposited with a third party until it can be determined who the rightful owner is.

²⁶¹ MISHNA: In the case of a slave whose master set him aside as designated repayment [apoteiki] of a debt to other people from whom he borrowed money, and afterward he emancipated him, then according to the letter of the law the slave bears no responsibility for the debt. However, for the betterment of the world, his master is forced to make him a freeman, and the slave writes a promissory note for his value to pay the debt to the creditor. Rabban Shimon ben Gamliel says: He does not write a promissory note; he only emancipates the slave.

²⁶² GEMARA: The mishna taught the case of a slave whose master set him aside as designated repayment of a debt to other people and afterward emancipated him. The Gemara clarifies: Who emancipated him? Rav said: His first master emancipated him, and the mishna is teaching as follows: According to the letter of the law, the slave is not obligated to serve his second master at all.

²⁶³ Why does he not have to serve the second master? This halakha is in accordance with the statement of Rava, as Rava says: Consecration of an item to the Temple, becoming subject to the prohibition of leavened bread on Passover, and the emancipation of a slave abrogate any lien that exists upon an item. Therefore, in the case of the mishna, the slave should be a freeman after his master emancipates him, and the creditor may not take possession of him. However, for the betterment of the world, lest the creditor will find the slave in the market

²⁶⁴ and will say to him: You are my slave, because he was designated to be used as repayment for the debt, and lest the future children of this emancipated slave acquire the reputation of being disqualified, the court forces his second master, i.e., the creditor, and he makes him a freeman, and the slave writes a promissory note for his value, that he owes his own value to the creditor. Rabban Shimon ben Gamliel says: The slave does not write a promissory note for his value. Rather, his first master, who emancipated him, writes a promissory note, and then pays the value of the slave to the creditor, as the master designated the slave to be used for repayment.

²⁶⁵ The Gemara explains: With regard to what halakha do they disagree? They disagree with regard to the halakha in the case of one who causes damage to his friend's lien, as one Sage, Rabban Shimon ben Gamliel, holds that one who causes damage to his friend's lien is liable to pay for the damage, although the lien object itself does not belong to his friend. Therefore, in the case of the mishna, the one who emancipated the slave is required to write a promissory note for his value. And one Sage, the first tanna, holds that he is exempt. Consequently, it is the slave who is required to write a promissory note for his value.

²⁶⁶ It was also stated that Rabban Shimon ben Gamliel and the Rabbis disagree with regard to that issue: When discussing one who causes damage to his friend's lien, we have arrived at the dispute between Rabban Shimon ben Gamliel and the Rabbis, which supports the above analysis.

²⁶⁷ Ulla said another explanation of the dispute in the mishna: Who emancipated him? His second master, for whom he served as a lien for his debt. The mishna should be explained as follows: According to the letter of the law, the slave is not at all obligated in mitzvot as a result of this emancipation, because the creditor did not have the authority to emancipate him. However, for the betterment of the world, since a rumor has spread about him that he is a freeman as a result of the emancipation, his first master is forced to make him a freeman, and the slave writes a promissory note for his value to be paid to his original master, who was forced to emancipate his slave without

receiving compensation. Rabban Shimon ben Gamliel says: The slave does not write a promissory note for his value. Rather, the one who emancipates, the creditor, writes a promissory note and pays the original master.

²⁶⁸ The Gemara explains: With regard to what principle do they disagree? They disagree with regard to damage that is not evident, i.e., a case where the value of an item was lowered due to a change that occurred that is not noticeable in the physical properties of that item. One Sage, Rabban Shimon ben Gamliel, holds that damage that is not evident is termed damage. Consequently, since the master is forced to emancipate his slave as a result of the action of the creditor, it is viewed as if the creditor has damaged the item of the master. And one Sage, the first tanna, holds that damage that is not evident is not termed damage, and the creditor is not liable to pay.

²⁶⁹ The Gemara asks: What is the reason that Ulla did not say an explanation in accordance with the explanation of Rav with regard to the proper understanding of the mishna? The Gemara answers: Ulla could have said to you: Do you call the second person: His master, which is the term employed in the mishna to describe the one who emancipated the slave? The creditor never was in fact the master of the slave, as the slave was only liened to him.

²⁷⁰ The Gemara asks: And what is the reason that Rav did not say in accordance with the explanation of Ulla with regard to the proper understanding of the mishna? The Gemara answers: Rav could have said to you: Do you call the second person: One who emancipates, which is the term employed in the mishna to describe the action taken? The action he performed is not emancipation, as he does not have the authority to emancipate a slave that does not belong to him.

²⁷¹ § It was stated that the Sages disagreed with regard to a similar question: In the case of one who sets aside his field as designated repayment for others to whom he owes a debt, and a river flooded the field in a way that caused permanent damage, the Sage known as Ami Shappir Na'e, literally meaning Ami the Beautiful, says that Rabbi Yoḥanan says: The creditor does not collect from other property, and because this field was ruined the creditor incurs a loss. And Shmuel's father said: He collects from other property.

²⁷² Rav Naḥman bar Yitzḥak said: Because Ami is beautiful [shappir na'e], does he say halakhot that are not beautiful and correct? Why should the creditor not be able to collect his debt from other property? Interpret his halakha as referring to a case where the debtor said explicitly to the creditor: Not only is this field liened property, but you will have payment only from this field. In such a case, Ami Shappir Na'e ruled that if that field is destroyed, the creditor has no recourse.

²⁷³ This is also taught in a baraita: In the case of one who sets aside his field as designated repayment for another to whom he owes a debt, and a river flooded the field, the creditor collects from other property. But if the debtor said to the creditor: You will have payment only from this field, then he does not collect from other property.

²⁷⁴ It is taught in another baraita (Tosefta, Ketubot 12:3): In the case of one who sets aside his field as designated repayment to a creditor or for a woman's marriage contract, and he later sells that field, the creditor or the woman collects only from other property but not from the field that was sold. Rabban Shimon ben Gamliel says: A creditor collects only from other property, but a woman does not need to collect from other property. She may seize the field that had been designated. What is the reason for the distinction? Since it is not the way of a woman to go to court, it is assumed that that

particular field was designated to pay her marriage contract in any event, to avoid the need for her to enter into litigation to claim her due.

²⁷⁵ MISHNA: In the case of one who is a half-slave half-freeman because only one of his two owners emancipated him, he serves his master one day and serves himself one day; this is the statement of Beit Hillel. Beit Shammai say: Through such an arrangement you have remedied his master, as his master loses nothing through this. However, you have not remedied the slave himself, as the slave himself remains in an unsustainable situation. It is not possible for him to marry a maidservant because he is already a half-freeman, as it is prohibited for a freeman to marry a maidservant.

²⁷⁶ It is also not possible for him to marry a free woman, as he is still a half-slave. If you say he should be idle and not marry, but isn't it true that the world was created only for procreation, as it is stated: "He did not create it to be a waste; He formed it to be inhabited" (Isaiah 45:18)? Rather, for the betterment of the world his master is forced to make him a freeman, and the slave writes a promissory note accepting his responsibility to pay half his value to his master. And Beit Hillel ultimately retracted their opinion, to rule in accordance with the statement of Beit Shammai, that a half-slave must be set free.

²⁷⁷ GEMARA: The Sages taught: With regard to a master who emancipates only half of his slave, Rabbi Yehuda HaNasi says: He has acquired himself, i.e., the transaction is complete and half of the slave is emancipated, and the Rabbis say: He has not acquired himself.

²⁷⁸ Rabba said: Their dispute pertains only to a case where the master emancipated him with a bill of manumission, as Rabbi Yehuda HaNasi holds: In the context of a Jewish man who engages in sexual intercourse with a maidservant who had been designated to cohabit with a Hebrew slave, the Torah writes that neither the Jewish man nor the maidservant is liable to receive the death penalty, though the man is liable to bring a guilt-offering. If the woman had been emancipated, she would be a regular married woman, and they would incur the death penalty for their act of intercourse. In describing the woman in that case, the Torah writes: "And not at all redeemed, nor was freedom given to her" (Leviticus 19:20). This is referring to two methods of emancipating a slave: Redemption via money, in the phrase: "And not at all redeemed," and emancipation via a bill of manumission, in the phrase: "Nor was freedom given her."

²⁷⁹ The verse juxtaposes the freeing of a slave via a bill of manumission to the freeing of a slave via payment of money, to teach that just as with money the slave can free either all of him or half of him, for if he were to pay half of his value to the master he would be half-redeemed, so too, by receiving a bill of manumission either all of him or half of him can be emancipated.

²⁸⁰ And the Rabbis derive their opinion, that a slave cannot acquire half of his freedom via a bill of manumission, from a verbal analogy of the word "her [lah]" written here: "Nor was freedom given to her [lah]" (Leviticus 19:20), and the word "her [lah]" written with regard to a man who divorces a woman: "And he writes her [lah] a scroll of severance" (Deuteronomy 24:1). Just as in the case of a woman, one is not able to divorce half of her with a bill of divorce, so too, in the case of a slave, one is not able to emancipate half of him with a bill of manumission. However, with regard to a slave who frees himself by giving money, everyone agrees that the slave acquires half of himself, and a female slave would also be partially redeemed but not fully redeemed.

²⁸¹ The Gemara suggests: Let us say that they disagree about this: As one Sage, Rabbi Yehuda HaNasi, holds that a derivation from a juxtaposition is preferable, and consequently he derives the halakha of emancipation via a bill of manumission from the halakha stated in the same verse concerning redemption via money. And one Sage, i.e., the Rabbis, holds that a verbal analogy is preferable and therefore derives the halakha of emancipation via a bill of manumission from the halakha of the divorce of a woman, where the verse employs an analogous term.

²⁸² The Gemara rejects this: No, everyone agrees that generally a verbal analogy is preferable, but it is different here because the verbal analogy can be refuted by stating the following: What is unique about a woman is that she cannot leave a marriage via money at all, shall you say that one should compare her case to that of a slave, who does leave his servitude via money? Since there are differences between divorce and emancipation, Rabbi Yehuda HaNasi holds that it is preferable to derive the halakha from a juxtaposition.

²⁸³ And Rav Yosef said: The dispute between Rabbi Yehuda HaNasi and the Rabbis pertains only to a case where the slave was freed via money, for Rabbi Yehuda HaNasi holds: The halakha that a slave can be half-freed can be derived from the phrase: “And not at all redeemed [vehofde lo nifdata]” (Leviticus 19:20), indicating that she has been partially redeemed but not fully redeemed. And the Rabbis hold: The Torah spoke in the language of people, and the repetition of the verb in the verse is not to be used as a source for deriving a halakha. However, when the slave is half-emancipated via a bill of manumission, everyone agrees that the slave has not acquired himself and remains a full slave.

²⁸⁴ The Gemara raises an objection against Rav Yosef’s statement based on what was taught in a baraita: With regard to one who emancipates half of his slave with a bill of manumission, Rabbi Yehuda HaNasi says: He has acquired himself, and the Rabbis say: He has not acquired himself. The Gemara concludes: The refutation of the opinion of Rav Yosef is a conclusive refutation.

²⁸⁵ The Gemara suggests: In this baraita, they disagree in a case where the slave is half-emancipated via a bill of manumission. However, they do not explicitly disagree in a case where the slave is half-redeemed with money. Shall we say that this is a conclusive refutation of the statement of Rav Yosef with regard to two aspects: First, as above, Rabbi Yehuda HaNasi holds that he is half-freed via a bill of manumission; second, according to his statement, the dispute pertains to redeeming with money, yet the baraita gives no indication that the Rabbis would hold that the slave can be half-redeemed with money?

²⁸⁶ The Gemara rejects this: Rav Yosef could have said to you: They disagree with regard to emancipation via a bill of manumission, and the same is true, that they would disagree, with regard to redeeming with money. And this, that they explicitly disagree with regard to emancipation via a bill of manumission, is to convey to you the far-reaching nature of the opinion of Rabbi Yehuda HaNasi, that a slave can be half-freed even by receiving a bill of manumission.

²⁸⁷ The Gemara asks: And let them disagree with regard to redeeming with money, and to convey to you the far-reaching nature of the opinion of the Rabbis, that they hold he cannot be half-freed even through redeeming with money. The Gemara responds: It is preferable to the tanna to emphasize the power of leniency, and therefore the dispute is presented as it is.

²⁸⁸ The Gemara suggests: Come and hear a proof with regard to this discussion based on a baraita: The verse in Leviticus employs the double expression “vehofde lo nifdata,” literally: And redeemed not redeemed, in discussing the designated maidservant. The baraita analyzes this wording. If the

verse had stated only “and redeemed,” one might have thought that the verse discusses a maidservant that is entirely redeemed. Therefore, the verse states “not redeemed.” If it had stated only “not redeemed,” one might have thought that it means an entirely unredeemed maidservant, i.e., a full maidservant. Therefore, the verse states “and redeemed.” How can these texts be reconciled? The verse is discussing a case where she is partially redeemed but not fully redeemed. This was accomplished via money or an equivalent value of money.

²⁸⁹ The baraita continues. And I have derived only that she can be partially redeemed via money. From where do I derive that she can also be emancipated via a bill of manumission? The verse states: “And not at all redeemed, nor was freedom given to her” (Leviticus 19:20), and later on, in the case of divorce, it states: “And he writes her a scroll of severance” (Deuteronomy 24:1). Just as later on freedom is granted via a bill of divorce, so too here, a maidservant is freed via a bill of manumission.

²⁹⁰ I have derived only that half of a slave can be redeemed via money, as detailed above, or that all of him can be emancipated via a bill of manumission. From where do I derive that half of him can be emancipated via a bill of manumission? The verse states: “And not at all redeemed, nor was freedom given her,” and thereby juxtaposes a bill of manumission to money. Just as a slave can be either fully redeemed or half-redeemed via money, so too, he can be either fully emancipated or half-emancipated via a bill of manumission. This marks the end of the baraita.

²⁹¹ The Gemara analyzes the baraita in light of the earlier opinions. Granted, according to Rav Yosef after he was conclusively refuted, who now holds that Rabbi Yehuda HaNasi and the Rabbis disagree both with regard to money and a bill of manumission, in accordance with whose opinion is this baraita? It is the opinion of Rabbi Yehuda HaNasi, for half of the slave is freed, whether via money or a bill of manumission. However, according to the opinion of Rabba, that Rabbi Yehuda HaNasi and the Rabbis disagree only with regard to a bill of manumission, but everyone agrees that the slave can redeem half of himself with money, do all agree with the statement of the first clause, but the last clause is in accordance with the opinion of only Rabbi Yehuda HaNasi?

²⁹² Rabba could have said to you: Yes, all agree with the statement of the first clause, and the last clause is in accordance with only Rabbi Yehuda HaNasi. Rav Ashi said: This baraita is entirely in accordance with the opinion of Rabbi Yehuda HaNasi.

²⁹³ The Gemara asks: But with regard to the mishna that teaches: In the case of one who is a half-slave half-freeman, granted, according to the opinion of Rabba, he establishes the mishna as referring to a case where the slave was half-redeemed with money, and everyone agrees that this is effective. However, according to the opinion of Rav Yosef, shall we say that the mishna is in accordance with the opinion of only Rabbi Yehuda HaNasi and not in accordance with the opinion of the Rabbis? According to the opinion of Rav Yosef, the Rabbis hold that a slave cannot be half-free, regardless of whether he is freed via money or a bill of manumission. Ravina said:

²⁹⁴ The mishna is referring to a slave belonging to two partners, and in that case everyone agrees that each one of them can emancipate his portion of the slave. Consequently, there could be a half-slave half-freeman even according to Rav Yosef’s understanding of the opinion of the Rabbis.

²⁹⁵ § The Gemara discusses another dispute with regard to one who emancipates half of his slave. Rabba said: The dispute between Rabbi Yehuda HaNasi and the Rabbis concerning whether the slave can be half-emancipated applies only when the master freed half of him and left the other half of him unaffected. However, if he freed half of him and sold the other half of him, or gave the other half of

him as a gift to someone else, then, since the slave left him entirely, as the original master no longer owns any portion of the slave, everyone agrees that the slave has acquired half of his freedom.

²⁹⁶ Abaye said to him: And do they not disagree with regard to a case where he is released entirely? But it is taught in one baraita: In the case of one who writes his property to his two slaves, i.e., gives it to them via a document, they acquired the property and they free each other, because each one has ownership over half of the other slave. And it was taught in another baraita that in the case of one who says: All of my property is given to so-and-so and so-and-so my slaves, they did not acquire even themselves, and all the more so they did not acquire the property. Seemingly, the two baraitot contradict each other.

²⁹⁷ Abaye continues his question: What, is it not that the way to reconcile the baraitot is to say that this, the first baraita, is in accordance with the opinion of Rabbi Yehuda HaNasi, that emancipation can take effect with regard to half a slave? And that, the second baraita, is in accordance with the opinion of the Rabbis, who maintain that even when the master retains no hold on the slave, a slave cannot be partially released?

²⁹⁸ The Gemara offers a different reconciliation: No, both this and that baraita are in accordance with the opinion of the Rabbis. This first baraita is discussing a case where one said that he is giving all of his property to each one of the slaves. Since he gave everything to both of them, they each acquire the property, including each other, emancipate each other, and divide the property between them. That second baraita is discussing a case where one said that he is giving half of his property to one slave and half of it to the other, so neither is fully emancipated.

²⁹⁹ The Gemara challenges this explanation: But from the fact that the latter clause of the second baraita teaches: But if he said that he is giving half of his property to one slave and half of it to the other, they did not acquire the property, it may be inferred that the first clause is discussing a case where he said that he is giving all of his property to each one of them, and yet they do not acquire the property. The Gemara answers: There are not two separate cases in the baraita. Rather, the second clause is explaining the first clause of the baraita, as follows: They did not acquire even themselves. How so? For example, this is the halakha in a case where the master said that he is giving half of his property to one slave and half of it to the other.

³⁰⁰ The Gemara comments: So too, it is reasonable to say this, for if it enters your mind to say that the first clause of the baraita is discussing a case where he said that he gives all of his property to his slaves, and yet they do not acquire it, then the latter clause is unnecessary. Now that the mishna taught that if one said that he gives all of the property to his two slaves, then each slave did not acquire himself, is it necessary to state in the second clause that this is true when one gives half of his property to one slave and half of it to the other?

³⁰¹ The Gemara answers: If it is due to that reason, there is no conclusive argument. One could say that the tanna taught the latter clause to shed light on the first clause, so that you do not say: The first clause is discussing only a case where one said that he gives half of his property to one slave and half to the other, but if one said that he gives all of it to both of them, then they did acquire the property. Therefore, the tanna taught the latter clause, where it explicitly discusses a case where he said that he gives half to one and half to the other, and by inference it is clear that the first clause must be discussing a case where he said that he gives all of it to both of them, and even so they did not acquire the property.

³⁰² And if you wish, say instead that it is not difficult. It is possible to reconcile the two baraitot differently: Here, in the second baraita, where they did not acquire the property, this is a case where the master wrote everything in one document. The reason the slaves do not acquire themselves is that it is not possible to emancipate two slaves with one document. There, in the first baraita, which rules that they did acquire the property, the case is one where the master wrote the transfer of property in two documents.

³⁰³ The Gemara asks: If the second baraita is referring to a case where he wrote everything in one document, why specifically mention that the slaves do not acquire themselves when he gave half to one and half to the other? Even if he said all of it as well, they did not acquire the property, as was taught explicitly in the beginning of the baraita. The Gemara answers: That is also what the tanna is saying: They did not acquire even themselves. In what case is this statement said? In a case where the master wrote everything in one document. But if he wrote it in two documents, they acquired the property. And if the master said that he gives half to one and half to the other, then even if he wrote it in two documents they also did not acquire the property.

³⁰⁴ And if you wish, say instead that it is not difficult, and it is possible to reconcile the two baraitot differently: Here, the first baraita, where they did acquire the property, is referring to a case where he gave them the documents simultaneously. There, the second baraita, where they did not acquire, the property is referring to a case where he gave them the documents sequentially.

³⁰⁵ The Gemara questions this explanation: Granted, if the master gave the documents sequentially, the last slave did not acquire, for the first slave had already acquired him, as the second slave was among the possessions transferred via the first document. However, the first slave should acquire himself and should also acquire the other slave, as he was given all of the property in one document. Due to this objection, the Gemara concludes: Rather, it is clear as we initially answered, and in any case it is referring to when he gave both documents simultaneously.

³⁰⁶ Rav Ashi said: The contradiction between the baraitot can be resolved by noting that it is different there, in the second baraita, because the master calls them: My slaves. By writing: All of my property is given to so-and-so and so-and-so my slaves, he indicates that he does not intend to free them. Rafram said to Rav Ashi: But perhaps when he says: My slaves, he is referring to those who were his slaves in the past.

³⁰⁷ Rafram attempts to prove that the expression my slaves can be used in this manner. Didn't we learn in a mishna (Pe'a 3:8): In the case of one who writes all of his property to his slave, i.e., gives it to him via a document, the slave has been emancipated. But if he reserved for himself even any amount of land, then he has not been emancipated. Rabbi Shimon says: Actually, the slave is a freeman until the master says the following: All of my property is given to so-and-so my slave except for one ten-thousandth of it, as in that case it is possible that the master meant to include the slave in the portion that he is not giving.

³⁰⁸ Rafram continues his proof: The reason the slave is not emancipated is specifically because the master said: Except for one ten-thousandth of it. But if he did not say this, then the slave acquires the property. Rafram asks: According to your reasoning, why does he acquire the property? Didn't he call him a slave? Rather, it must be that when he called him: My slave, he meant that he was his slave in the past. Here also, when he said: My slaves, he meant: Those who were my slaves in the past. Therefore, Rav Ashi's attempt to resolve the contradiction between the baraitot cannot be accepted.

³⁰⁹ § If a half-slave half-freeman, who works for himself and his master on alternating days, was gored by an ox and damaged, then, if he was gored on the day of his master, the reimbursement for the damage caused is paid to his master. If it was on his own day, it is paid to the slave himself. The Gemara asks: However, if that is so, if he is viewed as entering and leaving a state of slavery each day, then on the day of his master he should be able to marry a maidservant and on his own day he should be able to marry a free woman. However, the mishna states that he cannot marry anyone. The Gemara answers: We are not saying that he is viewed as entering and leaving a state of slavery each day with regard to prohibitions.

³¹⁰ Come and hear a proof with regard to this issue: When a Canaanite slave is killed by an ox, in addition to the ox being put to death, the owner of the ox pays a fixed penalty of thirty shekels to the slave's owner. If a freeman is killed by an ox, in addition to the ox being put to death, the freeman's value is paid to his heirs. If an ox killed a half-slave half-freeman, then the owner of the ox gives half of a penalty, i.e., fifteen shekels, to his master

³¹¹ and half of a ransom, i.e., half of the value of the deceased, to his heirs. According to what was stated earlier, why is this the halakha? So too, in this case let us say: If the ox killed him on the day of his master, then the full penalty of thirty shekels is paid to his master, but if it killed him on his own day, then the full ransom is paid to the slave himself, i.e., his heirs. The Gemara answers: This is different, for the principal is consumed. Since the slave is dead, even if the goring occurred on a day that he was working for himself, there is a permanent loss to the master, who is therefore entitled to be paid half of a penalty.

³¹² The Gemara asks: Rather, what are the circumstances when the principal is not consumed and the reimbursement is paid based on the day on which the ox gored the slave? The Gemara explains: It is a case where an ox struck him on his hand and his hand withered, but it will eventually return and heal. In this case, there is no permanent loss.

³¹³ The Gemara challenges: This works out well according to the opinion of Abaye, who says: If one injures another and the injury causes him temporary paralysis, then he gives him the value of the major loss of livelihood, i.e., the decrease in his value, as measured by his price on the slave market, due to his temporary paralysis. And he also gives him the value of the minor loss of livelihood, i.e., the actual wages he lost during the time he was injured. This works out well, as in this case, the owner of the ox would have to pay the major loss of livelihood.

³¹⁴ However, according to the opinion of Rava, who says: He gives him only the value of his loss of livelihood for each and every day but does not have to pay for the decrease in his value because the slave will be healed and will return to his previous value, this case is one of an ox that injured the half-slave half-freeman. And an ox, i.e., the owner of an ox, pays only damage, as measured by his price on the slave market, but he does not pay for loss of livelihood at all. How then does Rava explain this case?

³¹⁵ The Gemara answers: If you wish, say that this is referring to a case where the slave was struck by a person, not an ox, so that the one who struck him must pay for the loss of livelihood. And if you wish, say instead: This halakha is merely a statement of an amora, and Rava is not bound to hold in accordance with a statement of an amora.

³¹⁶ § A dilemma was raised before the Sages: If a slave is detained in his master's possession only due to not having received a bill of manumission, but he is no longer obligated to perform labor for

his master, e.g., in a case where his master declared him to be ownerless, does he render liable one whose ox kills him to pay the penalty of thirty shekels to his master, or does he not render one liable to pay the penalty?

³¹⁷ The Gemara analyzes this question: The Merciful One states in the Torah: “He shall give thirty shekels of silver to his master” (Exodus 21:32), and this is not a master, as in practice the slave has already been declared ownerless. Or perhaps, since he is lacking a bill of manumission, he is still called a master.

³¹⁸ The Gemara suggests: Come and hear a proof for this based on what is taught in a baraita: If an ox killed one who is a half-slave half-freeman, then the owner of the ox gives half of a penalty, i.e., fifteen shekels, to the slave’s master and half of a ransom, i.e., half of the value of the deceased, to his heirs. What, is the baraita not in accordance with the ultimate version of the mishna, after Beit Hillel conceded to Beit Shammai that the master is forced to emancipate the half-slave half-freeman, and he is merely lacking a bill of manumission? Despite this, the baraita states that the master receives the money of half of a penalty.

³¹⁹ The Gemara answers: No, this baraita is in accordance with the initial version of the mishna and in accordance with the opinion of Beit Hillel, that the slave works for his master and himself on alternating days. He is still an actual slave, and that is why the master receives the sum of half of a penalty.

³²⁰ The Gemara suggests: Come and hear a proof based on what is taught in a baraita: If the master knocked out the slave’s tooth and then blinded his eye, then the slave is emancipated due to the loss of his tooth, as the verse states: “He shall let him go free for his tooth’s sake” (Exodus 21:27). And his master gives him reimbursement for the value of his eye, as though he were a freeman. And if you say that a slave that did not yet receive a bill of manumission does render one whose ox kills him liable to pay the penalty, and the penalty is paid to his master, then one could ask: Now if other people injure him, then they give the payment to his master; if his master himself injures him, then should he give the payment for the slave’s eye to him?

³²¹ The Gemara answers: Perhaps this baraita is in accordance with the one who said that when a slave is emancipated because his master knocked out his tooth he does not need a bill of manumission and is automatically emancipated the moment his tooth is knocked out, as it is taught in a baraita: For all of them, for all twenty-four limbs about which the Sages said that a slave is emancipated if his master damages one of them, a slave is emancipated by means of them, and he requires a bill of manumission from his master; this is the statement of Rabbi Yishmael. Rabbi Meir says: He does not require a bill of manumission. Rabbi Eliezer says: He requires it. Rabbi Tarfon says: He does not require it. Rabbi Akiva says: He requires it.

³²² Those who rule before the Sages, i.e., those who attempt to rule by finding a middle ground between the different opinions, say as follows: The statement of Rabbi Tarfon, that the slave does not require a bill of manumission, seems correct in the case of a tooth or an eye, since the Torah transferred his freedom to him explicitly (Exodus 21:26–27). And the statement of Rabbi Akiva, that he does require a bill of manumission, seems correct in the case of other limbs, since it is a rabbinic penalty that he goes free.

³²³ The Gemara questions the wording used: Is it a rabbinic penalty? Don’t we interpret verses to conclude that a slave is emancipated when any of the twenty-four limbs are damaged by the master?

Rather, say as follows: the statement of Rabbi Akiva seems correct in the case of other limbs, since it is an interpretation of the Sages, and it is not written explicitly in the Torah. This question of the Gemara remains unresolved.

³²⁴ § A similar dilemma was raised before the Sages: If a priest's slave was detained in his master's possession only due to not having received a bill of manumission, may he partake of teruma, as the slave of a priest may, or may he not partake of it? The Gemara presents the sides of this dilemma: The Merciful One states in the Torah: "But if a priest buy any person, the purchase of his money, he may eat of it" (Leviticus 22:11), and this slave is not the purchase of his money, as the master cannot enslave him. Or perhaps since the slave is still lacking a bill of manumission, the words "the purchase of his money" are said about him.

³²⁵ The Gemara answers: Come and hear a solution to this question based on what Rav Mesharshiyya says: With regard to a woman married to a priest whose offspring was mixed with her maidservant's offspring, and it is not known who is who, then these two children may partake of teruma. One is a priest and one is the slave of a priest, both of whom may partake of teruma. And they must divide one portion of teruma together at the threshing floor, because the slave of a priest is not allowed to collect teruma at the threshing floor. And when the mixed children have grown up, they free each other, and by doing so the one who was a slave is freed. This teaches that although the son of the maidservant was not enslaved for practical purposes, since his status as a slave could not be confirmed with certainty, he could still partake of teruma, as he was lacking a bill of manumission.

³²⁶ The Gemara rejects this: How can these cases be compared? There, in the case of the two children, if Elijah the prophet will come and say about one of them that he is a slave, then he is called "the purchase of his money," because in reality he is a full-fledged slave. Here, in the dilemma before the Sages, the slave is not the purchase of his money at all because the master declared him ownerless. This question of the Gemara remains unresolved.

³²⁷ § The Gemara discusses the penalty paid when an ox kills a slave: A dilemma was raised before the Sages: If a slave whose master sold him to another person only with regard to the penalty, meaning that if this slave were to be killed by an ox then the penalty would be paid to the purchaser, is he sold or is he not sold? In other words, does this sale take effect or not?

³²⁸ The Gemara explains: Raise the dilemma according to the opinion of Rabbi Meir, who holds that one can transfer ownership of an entity that has not yet come into the world, and raise the dilemma according to the opinion of the Rabbis, who hold that one cannot. Raise the dilemma according to the opinion of Rabbi Meir, as Rabbi Meir states that a person can transfer ownership of an entity that has not yet come into the world only in a case such as produce of a date palm, as this is an entity whose manner it is to come, and since one can be assured of the dates growing, one can sell them even beforehand. However, here, who will say that the slave will be gored? And even if you say that he will be gored, from where do you know that the owner of the ox who gored him will pay the penalty?

³²⁹ Perhaps he will admit his obligation and become exempt from his obligation to pay, for one who admits that he is required to pay a penalty before the court obligates him to pay it is exempt.

³³⁰ And you could raise this dilemma according to the opinion of the Rabbis as well, as the Rabbis state that a person cannot transfer ownership of an entity that has not yet come into the world only in a case such as the produce of a date palm, which now, at least, is not in the world. However, here, the

ox is standing and the slave is standing, and there is no need for any change in the reality. What is the halakha in this case?

³³¹ Rabbi Abba said: Come and hear a proof based on a halakhic exposition of the verse that details those who may partake of teruma. The verse states: “But if a priest buys any person, the purchase of his money, he may eat of it; and those who are born in his house, they may eat of his bread” (Leviticus 22:11), and the Sages expound as follows: What is the meaning when the verse states: “And those who are born in his house”? If a slave, who is the purchase of his money, may partake of teruma, then in the case of those slaves who are born to the priest in his house, is it not all the more so that they should be able to partake of teruma?

³³² The baraita continues: If so, if the halakha that a born slave may partake of teruma is derived only due to this a fortiori inference, I would have said: Just as with regard to the purchase of his money it is only one who has monetary value that partakes, so too, with regard to one born in his house, only one who has monetary value partakes. And from where is it derived that the same halakha applies when a born slave is not worth anything, e.g., in the case of a newborn, who cannot perform any labor? The verse states: “Those who are born in his house,” in any case, regardless of their present monetary value.

³³³ The baraita continues: And I still say that perhaps one born in the priest’s house may partake of teruma whether he has monetary value or whether he does not have monetary value. But with regard to a slave purchased of the priest’s money, when he has monetary value, he may partake; when he does not have monetary value, he may not partake. The verse states: “The purchase of his money... and those who are born in his house, they may eat of his bread” (Leviticus 22:11). The verse compares the two, indicating: Just as one born in the priest’s house may partake of teruma although he is not worth anything, so too, the purchase of his money may partake of teruma although he is not worth anything. In any event, it is clear from this baraita that it is possible for a slave to have no monetary value.

³³⁴ Rabbi Abba now states his proof. And if it enters your mind to say that a slave whose master sold him to another person only with regard to the penalty is sold, is there a slave that cannot be sold with regard to the penalty? Even if he cannot perform any labor, he still has value in that he can be sold with regard to the penalty. The Gemara answers: Yes, there is the case of a slave who has a wound that will cause him to die within twelve months [tereifa]. Since he will die from an injury that is already present, one would not be required to pay a penalty if one’s ox gored him.

³³⁵ The Gemara challenges: But isn’t he fit to stand before his master in honor, even if he cannot perform any other service, so he has some value as a slave? The Gemara answers: This baraita is referring to a slave who is not only a tereifa and for whom there is no penalty, but is also disgusting [menuvval] or afflicted with boils [mukeh sheḥin]. It would not be a display of honor for the slave to stand before the master, and therefore he is worthless. This question of the Gemara remains unresolved.

³³⁶ § A dilemma was raised before the Sages: In the case of one who is a half-slave half-freeman who betrothed a free woman, what is the halakha? The Gemara discusses the elements of this question: If you say that this should be compared to a Jewish man who said to a Jewish woman: Become betrothed to half of me, and the halakha is that she is betrothed, this is because she is fit to

marry all of him. However, in this case one could say that she is not fit to marry all of him because he is a half-slave, so it is not a valid betrothal.

³³⁷ However, if you say that this should be compared to the case of a Jewish man who betroths half a woman, where the halakha is that she is not betrothed because he left a portion of the woman out of his acquisition, as betrothal acquires a complete woman and not half of a woman, but this slave did not leave any part of her out of his acquisition, as his Jewish half betrothed her fully. What is the halakha in this case?

³³⁸ The Gemara suggests: Come and hear a proof based on that which is taught in a baraita: If an ox killed a half-slave half-freeman, then the owner of the ox gives half of a penalty, i.e., fifteen shekels, to his master and half of a ransom, i.e., half of the value of the deceased, to his heirs. And if you say that his betrothal is not a valid betrothal, and the half-slave half-freeman may not marry a woman, then from where does he have heirs? It must be that he may betroth and marry a woman, and as a result he can have heirs.

³³⁹ Rav Adda bar Ahava says: This is referring to a case where the ox did not actually kill him. Rather, it made him a tereifa, and a tereifa is like a dead person. And what is the meaning of: His heirs? It means the half-slave half-freeman himself.

³⁴⁰ Rava said that there are two refutations of your statement: One is that it teaches: His heirs, and it is not reasonable to say that this is referring to the victim himself. And furthermore, it is referring to ransom here, and Reish Lakish says: Ransom is paid only after the death of the victim but not while he is still alive, even if he is a tereifa. Rather, Rava says: When the baraita states that half of the ransom is given to his heirs, it means that it is fitting for heirs to take the ransom, but he does not actually have heirs.

³⁴¹ § Rava says: Just as the halakha is that in the case of one who betroths half a woman, she is not betrothed, so too, if there is a half-maidservant half-free woman who was betrothed, then her betrothal is not a valid betrothal.

³⁴² The Gemara says: Rabba bar Rav Huna taught this halakha in public: Just as the halakha is that in the case of one who betroths half a woman, she is not betrothed, so too, if there is a half-maidservant half-free woman who was betrothed, then her betrothal is not a valid betrothal. Rav Ḥisda said to him as a question: Are the cases comparable? There, where he betroths half a woman, he leaves a portion of the woman out of his acquisition. That is why the betrothal does not take effect. However, here, she was a half-maidservant half-free woman when he betrothed her, and he did not leave a portion of the woman out of his acquisition, so the betrothal should take effect.

³⁴³ Rabba bar Rav Huna went back and placed an interpreter before him so that he could tell the public that he had been wrong, and he interpreted a verse homiletically. The verse states: “And let this stumbling-block be under your hand” (Isaiah 3:6). A person does not understand statements of Torah unless he stumbles in them. Therefore, I retract my previous statement and say that although the Sages said that in the case of one who betroths half a woman, she is not betrothed, however, if there was a half-maidservant half-free woman who was betrothed, then her betrothal is a valid betrothal. What is the reason for the distinction? There, he left a portion of the woman out of his acquisition; here, he did not leave a portion of the woman out of his acquisition.

³⁴⁴ Rav Sheshet said in response to this: Just as the halakha is that in the case of one who betroths half a woman, she is not betrothed, so too, if there is a half-maidservant half-free woman who was betrothed, then her betrothal is not a valid betrothal. And if a person whispers to you [leḥashekha], saying, based on what was taught in a baraita: Who is the designated maidservant mentioned in the Torah? This is a woman who is a half-maidservant half-free woman who is betrothed to a Hebrew slave, apparently indicating that she can be betrothed, then say to him: Go to the opinion of Rabbi Yishmael, for he says that this is not referring to a woman who is a half-slave, but rather to a Canaanite maidservant betrothed to a Hebrew slave.

³⁴⁵ Rav Sheshet questions his own statement: But can a Canaanite maidservant be betrothed? Rather, what have you to say: What is the meaning of the word betrothed in the statement of Rabbi Yishmael? It means that she is designated for him, and it is not actual betrothal. Here, also, in the baraita, what does it mean that the Canaanite maidservant is betrothed to a Hebrew slave? It means that she is designated to cohabit with him, but they are not in fact betrothed.

³⁴⁶ Rav Ḥisda says: If there was a half-maidservant half-free woman who was betrothed to Reuven, and afterward she was emancipated entirely, and she went back and was betrothed to Shimon his brother, and both brothers died without children, then she enters into levirate marriage with Levi, the third brother, because she was considered to be the complete wife of only one of the brothers,

³⁴⁷ and I do not declare her to be the wife of two dead men. The halakha is that a yevama whose requirement for levirate marriage results from marriage to two brothers does not enter into levirate marriage at all. Here, that halakha does not apply, as whichever way you look at it, she was not married to two brothers: If Reuven's betrothal was a valid betrothal, then Shimon's betrothal was not a valid betrothal, and she is only Reuven's widow. And if Shimon's betrothal was a valid betrothal, it could only be that Reuven's betrothal was not a valid betrothal. Either way, she had been married to only one of the brothers, and therefore she enters into levirate marriage with the third.

³⁴⁸ It was stated: If there was a half-maidservant half-free woman who was betrothed to Reuven, and afterward she was emancipated entirely, and she went back and was betrothed to Shimon, who in this case was not the brother of Reuven, then Rav Yosef bar Ḥama says that Rav Naḥman says: Through her emancipation the first betrothal was entirely abrogated, and the second betrothal takes effect. Rabbi Zeira says that Rav Naḥman says: The first betrothal was completed. Reuven's betrothal took effect immediately once she was emancipated. Consequently, Shimon's betrothal did not take effect at all.

³⁴⁹ Rabbi Zeira says: It stands to reason in accordance with my opinion, as it is written with regard to one who engages in sexual intercourse with a designated maidservant: "They shall not be put to death, because she was not free" (Leviticus 19:20), and one can infer: But if she was free, then they will be put to death, because she is a married woman. This teaches that her betrothal is complete once she is emancipated.

³⁵⁰ Abaye said to him: And according to the tanna of the school of Rabbi Yishmael, who says: It is referring to a Canaanite maidservant betrothed to a Hebrew slave, so too, will you say that when she is free they are put to death? Once she is free, her betrothal to a Hebrew slave certainly is abrogated. Rather, what have you to say in order to understand the inference from the verse according to Rabbi Yishmael? That is a case where she was free, and she then went back and was betrothed. Here too, even if the verse is discussing a half-maidservant half-free woman, they will be put to death only in a

case where she was free and she then went back and was betrothed, but the emancipation itself does not complete her earlier betrothal.

³⁵¹ § Rav Huna bar Ketina says that Rabbi Yitzhak says: An incident occurred involving one woman who was a half-maidservant half-free woman, and they forced her master to emancipate her, and he made her a free woman. The Gemara asks: In accordance with whose opinion is it? Is it in accordance with the opinion of Rabbi Yoḥanan ben Beroka, who says: For both Adam and Eve the verse states: “And God blessed them, and God said to them: Be fruitful, and multiply, and replenish the earth and subdue it” (Genesis 1:28), indicating that the mitzva to procreate is incumbent upon women as well, and therefore a half-maidservant half-free woman must be freed to enable her to procreate?

³⁵² Rav Naḥman bar Yitzhak said: No, it need not be in accordance with the opinion of Rabbi Yoḥanan ben Beroka, as the reason that he was forced to emancipate her was because she was unable to marry, and other men took liberties with her, i.e., engaged in intercourse with her. Consequently, the court forced her master to emancipate her so that she could marry.

³⁵³ MISHNA: In a case of one who sells his slave to gentiles, or even to a Jew outside of Eretz Yisrael, the slave is emancipated. Since the slave, who is partially obligated in the fulfillment of mitzvot, would be restricted in his ability to fulfill them in his new situation, either because he would be under the authority of a gentile or because he will no longer be in Eretz Yisrael, the Sages penalized his original owner that he should become a freeman, so that if he succeeds in escaping his new owner, he is a full-fledged freeman.

³⁵⁴ GEMARA: The Sages taught (Tosefta, Avoda Zara 3:16): In a case of one who sells his slave to gentiles, the slave is emancipated, but nevertheless requires a bill of manumission from his first master. Rabban Shimon ben Gamliel said: In what case is this statement said? When the master did not write a document for him, but if he wrote a document for him, then this is his emancipation and he does not require a bill of manumission.

³⁵⁵ The Gemara asks: What is the nature of this document? Rav Sheshet said: He writes to him like this: When you will escape from the gentile, I have no business with you. Even though this is not an explicit bill of manumission, it is sufficient for him to be considered a freeman.

³⁵⁶ § The Sages taught: If he borrows from a gentile on the basis of the slave, i.e., using the slave as collateral so that the creditor can collect the slave in payment of the debt in the event that the debtor defaults, then once the gentile behaves with the slave according to his law [nimmuso], the slave is emancipated, just like a slave who is sold to a gentile. The Gemara asks: What is defined as: His law? The Gemara answers: Rav Huna bar Yehuda said: He places a seal [nashkei] upon him.

³⁵⁷ Rav Sheshet raises an objection to this based on a baraita (Tosefta, Terumot 2:11): If there was a field owned by a gentile, but there were Jewish sharecroppers, or Jewish tenant farmers, or Jewish family sharecroppers, i.e., an entire family of sharecroppers who work a field generation after generation; or in the case of a gentile who mortgaged his field to a Jew, then even though the gentile acted for the Jew based on his, the Jew's, law, the field is exempt from tithes, because the field belongs to a gentile. It is not considered as if it were transferred to the Jew.

³⁵⁸ And if it enters your mind that the phrase: His law, means a seal, is a field able to be sealed? Rather, Rav Sheshet says: The expression: He acted for him based on his law, means time. In other

words, a deadline was set and if the debt was not paid by the given date the slave would automatically be transferred to the possession of the gentile.

³⁵⁹ The Gemara asks: If that is so, there is a difficulty with regard to the issue of time in the case of the slave and the issue of time in the case of the field. In the case of the slave the halakha is that after the set time, he leaves the debtor's authority and is emancipated, while in the case of the field its produce does not become obligated to be tithed like the produce of a Jew's field after that set time. The Gemara answers: This is not difficult, since the following distinction can be made: This, the case of the slave who is emancipated, is referring to when his time to be transferred has arrived, and this, the case of the field, is referring to where its time to be transferred has not yet arrived.

³⁶⁰ The Gemara asks: But with regard to a slave whose time to be transferred has arrived, does it need to be said that he is emancipated? Isn't it obvious that once he is transferred to the authority of the gentile, he is emancipated, just as in the case of a sale? Rather, the Gemara offers a different explanation: This case and that case are referring to when his time to be transferred has not yet arrived, and it is not difficult: This, the case of the slave who is emancipated, is with regard to the slave himself, as the slave himself is to be transferred to the gentile, and that case is with regard to the produce. In other words, the Jewish creditor has the rights to the produce of the field, but he does not take possession of the actual field. Therefore, it remains exempt from tithes.

³⁶¹ And if you wish, say instead: Even if the time for the slave or the field to be taken as collateral had arrived, there is something novel about this in a case where he borrowed on the condition that the creditors collect from it, i.e., the slave or field, but they did not yet collect from it. Since the field had not yet been collected from the gentile by the Jew as payment of the debt, it remains exempt from tithes, but the mere fact that the Jew agreed to have his slave be collected suffices for the rabbinic penalty to take effect, and the slave is emancipated.

³⁶² § The Sages taught (Tosefta, Avoda Zara 3:16): If a gentile collected a slave for payment of his debt, or the slave was taken by a Sicarius, i.e., one who would use violence and intimidation to force people to give them their property, then he is not emancipated. The Gemara asks: And is it so that if a gentile collected a slave for payment of his debt, the Sages did not institute a penalty and the slave is not emancipated?

³⁶³ And the Gemara raises a contradiction based on what was taught in a baraita: With regard to a case where the household of the king seized one's threshing floor by force, if they took it for payment of his debt to the king, then he is obligated to tithe in order to render fit for consumption the grain that they seized. The reason for this is because if he were not to tithe it, it would be considered as if he paid a debt using tithe. If they engaged in unjust seizure [anparot] then he is exempt from tithing. This baraita indicates that an item taken for payment of a debt is akin to a sale, so why should the slave taken in payment of the debt not be emancipated?

³⁶⁴ The Gemara answers: It is different there, because he profits by repaying a portion of his debt with tithe. If they would have taken regular produce, it would have been more of a financial loss for him. Therefore, he must separate tithe for the seized grain. In the case of the slave, he did not profit from the seizure. Therefore, the Sages did not penalize him.

³⁶⁵ The Gemara suggests: Come and hear a proof, as Rav says: One who sells his slave to a gentile government official [parhang], then the slave is emancipated even though the owner agreed to the sale only because he was pressured by the official. There too, he neither desired nor profited from the

sale. The Gemara answers: There, the owner should have appeased the official in some other way so that he would not take the slave, and he did not appease him, therefore it is appropriate to penalize him.

³⁶⁶ The Gemara discusses the matter itself. Rav says: One who sells his slave to a gentile government official, then the slave is emancipated. The Gemara asks: What could he have done; the gentile government official forced him to agree to the sale. The Gemara answers: He should have appeased the official in some other way, and he did not appease him.

³⁶⁷ Rabbi Yirmeya raises a dilemma: If he sold the slave to a gentile for thirty days, then what is the halakha; is this considered to be a sale and he is emancipated as a result, or is it not a sale? The Gemara suggests: Come and hear a proof, as Rav says: With regard to one who sells his slave to a gentile government official, the slave is emancipated. The assumption is that he would be sold to the official in order to work for a limited amount of time or perform a specific task, yet he is emancipated. The Gemara answers: There, he was sold to a gentile government official, as this sale is not reversed. No proof can be brought from here with regard to the halakha of a sale that is in effect for a limited duration.

³⁶⁸ Rabbi Yirmeya asks several questions with regard to the extent of the application of this penalty: If he sold the slave to a gentile aside from his labor, i.e., the gentile will own the slave but he will still perform labor for the Jewish master, what is the halakha? If he sold him to a gentile aside from the mitzvot, i.e., he stipulated that the slave would be able to continue observing the mitzvot, what is the halakha? If he sold him aside from Shabbatot and Festivals, what is the halakha? If he sold him to a gentile who resides in Eretz Yisrael and observes the seven Noahide mitzvot [ger toshav], or to a Jewish apostate, what is the halakha? If he sold him to a Samaritan, what is the halakha? The Gemara suggests: You can resolve at least one of these questions, as it was taught: A ger toshav is like a gentile. With regard to a Samaritan and a Jewish apostate, some say they are like gentiles and some say they are like Jews.

³⁶⁹ They raised a dilemma before Rabbi Ami: If a slave fled from his master and gave himself over to a foreign army to serve as a soldier, and his master cannot remove him, neither through Jewish law nor through the laws of the nations of the world, what is the halakha? Is it permitted for the master to at least take his value from the army, or would this be considered as if he is selling the slave?

³⁷⁰ Rabbi Yirmeya said to Rabbi Zerika: Go out and examine your mishnayot to find an answer. He went out, examined, and discovered an answer, as it is taught in a baraita (Tosefta, Avoda Zara 6:2): One who sells his house in Eretz Yisrael to a gentile, the monies received from the sale of the house are forbidden to him. And if there was a gentile who seized a Jew's house by force and its owner cannot remove it, i.e., get it back, neither through Jewish law nor through the laws of the nations of the world, then he is permitted to take the house's value from the gentile, and he may even write a document and register the sale in their courts, because he is like one who rescues the money from their possession. Although it is prohibited for a Jew to sell his house in Eretz Yisrael to a gentile, if it was taken from him by force he is permitted to take payment for it. Similarly, if the slave cannot be retrieved from a gentile, it should be permitted for him to take money in return.

³⁷¹ The Gemara rejects this comparison: But perhaps this matter applies only to a house, that since it is not sufficient, i.e., not possible, for him to live without a house, he would not sell it willingly. Therefore, there is no reason to penalize him when it is taken by force. But with regard to a slave, as

it is sufficient for him to live without a slave, there is a concern that he will also come to sell him willingly, and therefore there should be a penalty in this case as well. Or it is possible that this distinction is not made.

³⁷² Rabbi Ami sent the following message to the other Sages: From me, Ami bar Natan, Torah emerges to all of Israel: If a slave fled his master and gave himself to a foreign army to serve as a soldier, and his master cannot remove him, neither through Jewish law nor through the laws of the nations of the world, then he is permitted to take the slave's value, and he writes a deed of sale and registers this transaction in gentile courts, because he is like one who rescues the money from their possession.

³⁷³ Rabbi Yehoshua ben Levi says: With regard to one who sells his slave to a gentile, even though he can no longer enslave him, he is penalized and is forced to redeem the slave from the gentile for up to one hundred times the slave's value.

³⁷⁴ The Gemara asks: Is this amount stated specifically or not specifically? Perhaps this number is an exaggeration? The Gemara suggests: Come and hear an answer from that which Reish Lakish says: One who sells a large domesticated animal to a gentile, he is penalized and is forced to purchase the animal back from the gentile for up to ten times its value. It can be seen here that one who violates an ordinance of the Sages by engaging in a prohibited sale must pay up to only ten times the item's value to purchase it back, and the same would presumably apply to the case of the slave.

³⁷⁵ The Gemara rejects this: But perhaps a slave is different, as each and every day the owner releases him from the fulfillment of mitzvot by selling him to a gentile, so there may be a greater penalty as a result.

³⁷⁶ And there are those who say a different version of this discussion: Rabbi Yehoshua ben Levi says that with regard to one who sells his slave to a gentile, even though he can no longer enslave him, he is penalized and is forced to redeem the slave from the gentile for up to ten times the slave's value. The Gemara asks: Is this amount stated specifically or not specifically; is his penalty limited to up to ten times the value of the slave? The Gemara suggests: Come and hear an answer from that which Reish Lakish says: With regard to one who sells a large domesticated animal to a gentile, he is penalized and is forced to purchase the animal back from the gentile for up to one hundred times its value, and the penalty in the case of the slave should be at least as large as in the case of the animal.

³⁷⁷ The Gemara rejects this: A slave is different, as he does not return to him. Since the slave will be emancipated once the master redeems him, it may be that the Sages would not penalize him to such a great extent.

³⁷⁸ The Gemara challenges: Rather, what is the reason that he is penalized in the case of an animal more so than in the case of a slave; because of the fact that it returns to him? If so, he should be penalized only one additional amount. If the difference is that an animal returns to its owners and a slave does not, then the difference in penalties should be reflective of this, and he should have to purchase the animal for no more than eleven times its value. Rather, the Gemara offers a different distinction: The sale of a slave is an uncommon matter, and the Sages did not decree with regard to an uncommon matter. Therefore, one cannot compare the penalty in the case of selling a slave to the penalty in the case of selling an animal.

³⁷⁹ Rabbi Yirmeya raised a dilemma before Rabbi Asi: If one sold his slave to a gentile and died, what is the halakha: Is his son penalized after him? Is the son also required to redeem the slave, or does the penalty apply only to the seller? The Gemara compares this to other penalties assessed by the Sages. If you say, in accordance with the opinion that holds that if one slit the ear of a firstborn animal and by doing so intentionally blemishes it so that it may be eaten, and then that person died, then his son is penalized after him and his son may not slaughter and eat it, perhaps this is because it is a prohibition by Torah law. Here, however, with regard to the sale of a slave, it is a prohibition only by rabbinic law and perhaps the son is not penalized.

³⁸⁰ And if you say that there is a different comparison: The halakha is that while there are types of labor that one is permitted to perform on the intermediate days of Passover and Sukkot, one may not intentionally schedule the labor to be performed at those times. One who does so is penalized and must forfeit the profits of that labor. The halakha is that if one planned to perform his labor on the intermediate days of the Festival, and he died, then his child is not penalized after him, because the son did not perform a prohibited act. Here, what is the halakha? Did the Sages penalize only him, and he is no longer alive, or perhaps the Sages penalized his property, by saying that he should lose it, and his property still exists?

³⁸¹ Rabbi Asi said to him: You already learned in a mishna (Shevi'it 4:2): A field whose thorns were removed during the Sabbatical Year may be sown after the conclusion of the Sabbatical Year, since removing thorns is not full-fledged labor that renders the produce of the field prohibited. And it is taught in a baraita (Tosefta, Shevi'it 3:6): If it had been improved with fertilizer, or if it had been populated by the owner's herd in order to fertilize the field with their manure, it may not be sown after the conclusion of the Sabbatical Year, for the Sages imposed a penalty to prevent one from benefiting from prohibited labor.

³⁸² And Rabbi Yosei, son of Rabbi Ḥanina, says: We have a tradition that if one improved his field in a forbidden manner, and then died, his son may sow it. Apparently, we should infer that the general principle with regard to penalties is that the Sages applied the penalty to the one who committed the transgression himself, but the Sages did not penalize his son.

³⁸³ Abaye said: We have a tradition that if someone defiled his friend's ritually pure items, thereby incurring liability to pay for the damage that he caused, and died before paying, the Sages did not penalize his son after him to pay for the damage. What is the reason for this? Damage that is not evident, i.e., that does not involve any physical change to the goods that is visible to the eye, is not considered damage by Torah law; but since the other party did suffer a loss, there is a penalty of the Sages. The Sages applied the penalty only to the one who caused the damage himself, but the Sages did not apply the penalty to his son.

³⁸⁴ § The mishna taught that if one sells his slave to a gentile or to a Jew outside of Eretz Yisrael then the slave is emancipated. The Sages taught (Tosefta, Avoda Zara 3:18): With regard to one who sells his slave to a Jew outside of Eretz Yisrael, the slave is emancipated, but he nevertheless requires a bill of manumission from his second master. Rabban Shimon ben Gamliel says: Sometimes he is emancipated and sometimes he is not emancipated. How so? If the master said: So-and-so my slave, I sold him to so-and-so of Antioch, then he is not emancipated, because it is possible that he describes the purchaser this way because he was born in Antioch, and now he lives in Eretz Yisrael. However,

if he said: I sold him to so-and-so of Antioch who is in Antioch, then he is emancipated, as his statement clarifies that he is selling his slave to one who lives outside of Eretz Yisrael.

³⁸⁵ The Gemara challenges: But isn't it taught in that same baraita: If he said: I sold him to so-and-so of Antioch, then the slave is emancipated, but if he said: I sold him to so-and-so of Antioch who dwells in Lod, a city in Eretz Yisrael, then the slave is not emancipated. This indicates that if he states that he sold the slave to so-and-so of Antioch, without further comment, the slave is emancipated; this is not in accordance with the statement of Rabban Shimon ben Gamliel.

³⁸⁶ The Gemara answers: It is not difficult. This case, when he is not emancipated, is referring to when the purchaser from Antioch has a house in Eretz Yisrael, and it may be that he purchased the slave to serve in his house in Eretz Yisrael. That case, in which the slave is emancipated, is referring to when he has only an inn [ushpiza] where he is staying in Eretz Yisrael, and the only home belonging to the purchaser is outside of Eretz Yisrael.

³⁸⁷ Rabbi Yirmeya raises a dilemma: If there was a resident of Babylonia who married a woman in Eretz Yisrael, and she brought in to the marriage slaves and maidservants for him, and he intends to return to Babylonia, then what is the halakha? Is marrying him akin to selling the slaves to her husband? Since he plans to take them out of Eretz Yisrael, will they be emancipated?

³⁸⁸ Let the dilemma be raised according to the one who said: The law is with her, that in the event of a divorce the slaves remain in her possession, and her husband cannot pay her for them in order to maintain possession of them; and let the dilemma be raised according to the one who said: The law is with him, and he may pay her and retain possession of the slaves.

³⁸⁹ The Gemara explains: Let the dilemma be raised according to the one who says that the law is with her, and since the law is with her, the slaves are therefore considered as hers. It is not considered as if she sold them, and consequently they are not emancipated; or perhaps since they are liened to the husband for him to keep the profits of the slaves' labor, as the profits from their labor belong to the husband like the revenue from other property that a woman brings into the marriage, the slaves are considered as his, and it is as though he purchased her slaves.

³⁹⁰ And let the dilemma be raised according to the one who says: The law is with him, and since the law is with him, the slaves are therefore considered as his, and they should be emancipated; or perhaps since the husband did not acquire the slave himself, but only the rights to his labor, the slaves are considered as hers. No answer was found, and the Gemara concludes that the dilemma shall stand unresolved.

³⁹¹ Rabbi Abbahu says: Rabbi Yoḥanan taught me: If there was a slave who willingly followed his master to Syria, which is considered to be outside of Eretz Yisrael with regard to the sale of slaves, and his master sold him there, then the slave is emancipated. The Gemara challenges: But didn't Rabbi Ḥiyya teach: If a slave left Eretz Yisrael willingly, he lost his right to be emancipated if he is then sold outside of Eretz Yisrael?

³⁹² The Gemara answers: It is not difficult. Here, where he is emancipated, it is referring to a case where his master's intention upon traveling to Syria was to return, and the slave followed him under that assumption. Therefore, when the master sold the slave in Syria, it is as though he sold him from Eretz Yisrael to outside of Eretz Yisrael. There, where he is not emancipated, is referring to a case where his master does not intend to return, and the slave followed him under that assumption. Since

the slave willingly left Eretz Yisrael permanently, he lost his right to be emancipated if he is then sold outside of Eretz Yisrael.

³⁹³ And the Gemara notes that this distinction is taught in a baraita (Tosefta, Avoda Zara 3:18): The slave follows his master to Syria. The Gemara asks: Must he follow him? Is it not possible for him not to follow his master? But didn't we learn in a mishna (Ketubot 110b): All may ascend to Eretz Yisrael, i.e., a woman or slave can say that he or she wishes to ascend, and they may do so against the wishes of their husbands or masters; but all may not remove, i.e., one cannot force his slave to leave Eretz Yisrael with him.

³⁹⁴ Rather, the baraita should be understood as speaking after the fact: If a slave willingly followed his master to Syria, and his master sold him there, then if his master's intention when he traveled to Syria was to return to Eretz Yisrael, then he is forced to emancipate the slave; but if his master did not intend to return to Eretz Yisrael, and the slave willingly left with him, then he is not forced to emancipate the slave, as the slave has lost his right to be emancipated if he is then sold outside of Eretz Yisrael.

³⁹⁵ Rav Anan said: I learned two halakhot from Mar Shmuel. One was this halakha, that a slave is emancipated after being sold to someone outside of Eretz Yisrael; and the other halakha I learned is as it was stated that there was a dispute with regard to the following issue: Certain types of fields that were sold before the Jubilee Year are returned to their original owners in the Jubilee Year. What is the halakha with regard to one who sells his field in the Jubilee Year itself? Rav says: It is sold in principle. However, it leaves the possession of the purchaser immediately, and the purchaser is not refunded his money. And Shmuel says: It is not sold at all.

³⁹⁶ Rav Anan continues his statement with regard to the two halakhot he was taught by Mar Shmuel: In one of the two sales the money received from the sale is returned, and in one of the two sales the money received from the sale is not returned, and the purchaser loses his money, but I do not know in which of the cases the money is returned and in which of the cases it is not returned.

³⁹⁷ Rav Yosef said: Let us see if it could be determined which case involves which halakha. From what is taught in the baraita: One who sells his slave to a Jew outside of Eretz Yisrael, then he is emancipated, but he nevertheless requires a bill of manumission from his second master. Learn from the baraita that his second master acquired him, and the money of the sale is not returned. In other words, from the fact that there is the need for the second master to emancipate him, it is clear that the sale took effect. Therefore, it stands to reason that the purchaser is not refunded the money of the sale. And if so, when Shmuel said there that the field is not sold, he meant that the sale does not take effect at all and the money returns to the purchaser.

³⁹⁸ The Gemara says: And as for Rav Anan, who could not determine in which case the money of the sale is returned, the baraita was not known to him, so he was not able to use it in order to resolve his dilemma.

³⁹⁹ And if Rav Anan would attempt to resolve his dilemma from the statement of Shmuel, who said that the sale does not take effect at all, this should mean that the money used in the sale is returned, and it is possible to say: From where can you assume that it is not sold, and therefore the money is returned? Perhaps it is not sold and the money is considered to be a gift, just as it is according to the opinion of Shmuel in the case of one who betroths his sister. As it was stated with regard to one who betroths his sister, Rav said: The money he gave for the betrothal is returned, since the betrothal does

not take effect; and Shmuel said: This money is a gift, meaning that he wished to give a gift to his sister and he did so in this manner. Therefore, Rav Anan remained uncertain as to when Shmuel required the money to be returned.

⁴⁰⁰ With regard to the halakha that if one sells his slave to a Jew outside of Eretz Yisrael it is the purchaser who loses his money, Abaye said to Rav Yosef: What did you see to cause you to say that we apply the penalty to the purchaser, in that he is required to emancipate the slave and loses his money; we should apply the penalty to the seller, and he should be required to return the money. Rav Yosef answered Abaye with a parable and said to him: It is not the mouse that steals, but the hole that steals. In other words, a mouse cannot steal anything unless he has a hole for hiding the stolen items. Here too, the slave would not have been sold without the help of the purchaser. The Gemara questions this logic: But if not for the mouse, from where would the hole have the stolen item; since they both contribute to the prohibited act, each of them is deserving of being penalized.

⁴⁰¹ Rav Yosef responded to him: It stands to reason that anywhere that the forbidden item, i.e., the slave, is, in this case, with the purchaser, there we should penalize.

⁴⁰² § The Gemara relates: There was a certain slave who fled from his master from outside of Eretz Yisrael to Eretz Yisrael. His master followed him to Eretz Yisrael and came before Rabbi Ami. Rabbi Ami said to the master: We will write a promissory note for his value for you, and you should write a bill of manumission for him. And if you do not do this, I will remove him from you entirely, since he does not have to return to outside of Eretz Yisrael, based on the statement of Rabbi Aḥai, son of Rabbi Yoshiya.

⁴⁰³ As it is taught in a baraita: The verse states with regard to the residents of the Land of Canaan: “They shall not dwell in your land lest they make you to sin against Me, for you will serve their gods; for they will be a snare to you” (Exodus 23:33). One might have thought that the verse is also speaking of a gentile who accepted upon himself not to engage in idol worship, and is teaching that such a gentile may not dwell in Eretz Yisrael as well; therefore the verse states: “You shall not deliver to his master a slave who escaped to you from his master” (Deuteronomy 23:16). The baraita understands that the verse is speaking in metaphoric terms about a gentile who has come to Eretz Yisrael, escaping his idolatrous past. The baraita continues: What is this gentile’s remedy? “He shall dwell with you in your midst” (Deuteronomy 23:17). This teaches that as long as he accepts upon himself not to engage in idol worship, he may remain in Eretz Yisrael.

⁴⁰⁴ And the explanation of the verse in the baraita is difficult for Rabbi Yoshiya: This expression employed in the verse: “From his master,” is imprecise if it is speaking about a gentile who abandons idol worship, as it should have stated: From his father, as a father is a more apt metaphor for the religion in which one was raised. Rather, Rabbi Yoshiya explains differently and says: The verse is speaking of one who sells his slave to a Jew who lives outside of Eretz Yisrael, and the continuation of the verse: “He shall dwell with you,” means that he does not go to his new master outside of Eretz Yisrael, but is emancipated and remains in Eretz Yisrael.

⁴⁰⁵ And the explanation of Rabbi Yoshiya is difficult for Rabbi Aḥai, son of Rabbi Yoshiya: If it is referring to a slave who is sold to one outside of Eretz Yisrael, then this expression: “Who escaped to you,” is not accurate, as he is leaving from Eretz Yisrael, not escaping to Eretz Yisrael. According to Rabbi Yoshiya’s explanation, it should have stated: Who escaped from you. Rather, Rabbi Aḥai, son of Rabbi Yoshiya, said: The verse is speaking of a slave who escaped from outside of Eretz Yisrael to

Eretz Yisrael, which indicates that in such a case he may dwell there and is not returned to his master. Based on this statement of Rabbi Aḥai, son of Rabbi Yoshiya, Rabbi Ami told the master that the slave will in any case be emancipated.

⁴⁰⁶ It is taught in another baraita: The verse states: “You shall not deliver to his master a slave” (Deuteronomy 23:16); Rabbi Yehuda HaNasi says: The verse is speaking of one who acquires a slave in order to emancipate him. The court may not deliver him to this master, because he is not his slave and he may not treat him as such. The Gemara asks: What are the circumstances of this case? Rav Naḥman bar Yitzḥak said: For example, when he wrote to the slave like this: When I will purchase you, you are hereby acquired to yourself from now. The new master does not take possession of the slave, as he is emancipated immediately upon being purchased.

⁴⁰⁷ The Gemara relates that Rav Ḥisda’s slave escaped to Bei Kutai, a place where Samaritans lived. He sent a request to the residents of that place: Return him to me. They sent a response to him: The verse states: “You shall not deliver to his master a slave,” so we will not return this slave to you. He sent a response to them: The verse also states with regard to lost items: “And you shall restore it to him...and so you shall do for his donkey and so you shall do for his garment and so you shall do for anything your brother has lost” (Deuteronomy 22:2–3). They sent a response to him again: But isn’t it written: “You shall not deliver to his master a slave”? Rav Ḥisda sent a response to them: That verse is referring to a slave who escaped from outside of Eretz Yisrael to Eretz Yisrael, and in accordance with the explanation of Rabbi Aḥai, son of Rabbi Yoshiya, and my slave escaped from one location outside of Eretz Yisrael to another location outside of Eretz Yisrael.

⁴⁰⁸ The Gemara asks: And what is different about this case that led him to send a response to them specifically in accordance with the explanation of Rabbi Aḥai, son of Rabbi Yoshiya, and not in accordance with any other interpretation of the verse? The Gemara answers: Because that is how the Samaritans would understand the verse. Samaritans did not generally accept the explanations of the Sages, and this explanation accords with the straightforward reading of the verse, while the other explanations do not.

⁴⁰⁹ The Gemara relates that Abaye lost a donkey among the Samaritans in Bei Kutai. He sent a request to them: Send it to me. They sent a response to him: Send a distinguishing mark and we will return it to you. He sent the following distinguishing mark to them: That its belly is white. They sent a response to him: If not for the fact that you are Naḥmani, meaning that we know that you are a trustworthy man, we would not send it to you. Is that to say that bellies of all donkeys aren’t white? Therefore, it is not a true distinguishing mark.

⁴¹⁰ MISHNA: The captives are not redeemed for more than their actual monetary value, for the betterment of the world; and one may not aid the captives in their attempt to escape from their captors for the betterment of the world, so that kidnappers will not be more restrictive with their captives to prevent them from escaping. Rabban Shimon ben Gamliel says: For the betterment of the captives, so that kidnappers will not avenge the escape of the captives by treating other captives with cruelty.

⁴¹¹ GEMARA: A dilemma was raised before the Sages: With regard to this expression: For the betterment of the world, is it due to the financial pressure of the community? Is the concern that the increase in price will lead to the community assuming financial pressures it will not be able to

manage? Or perhaps it is because the result of this will be that they will not seize and bring additional captives, as they will see that it is not worthwhile for them to take Jews captive?

⁴¹² The Gemara suggests: Come and hear an answer based on the fact that Levi bar Darga redeemed his daughter who was taken captive with thirteen thousand gold dinars. This indicates that private citizens may pay excessive sums to redeem a captive if they so choose. Therefore, it must be that the reason for the ordinance was to avoid an excessive burden being placed upon the community. If the ordinance was instituted to remove the incentive for kidnappers to capture Jews, a private citizen would also not be permitted to pay an excessive sum.

⁴¹³ Abaye said: And who told us that he acted in accordance with the wishes of the Sages? Perhaps he acted against the wishes of the Sages, and this anecdote cannot serve as a proof.

⁴¹⁴ The mishna taught: And one may not aid the captives in their attempt to escape from their captors, for the betterment of the world. Rabban Shimon ben Gamliel says: For the betterment of the captives. The Gemara asks: What is the difference between the two reasons given? The Gemara answers: There is a difference between them when there is only one captive. If this ordinance was instituted for the benefit of the other captives, so that the kidnappers should not avenge a captive's escape by treating the others with cruelty, then if there is only one captive to begin with, one may help him to escape. If it was instituted so that kidnappers in general will not act restrictively with their captives, it would be prohibited in this case as well.

⁴¹⁵ § The Gemara relates that Rav Nahman's daughters would stir a boiling pot with their bare hands, and people thought that the heat did not harm them due to their righteousness. Rav Ilish had a difficulty with a verse, as it is written: "A man one of a thousand I have found, and a woman among all those have I not found" (Ecclesiastes 7:28). Aren't there Rav Nahman's daughters, who were exceptionally righteous? These words caused them to be taken captive, due to the evil eye, and Rav Ilish was also taken captive with them.

⁴¹⁶ One day a certain man was sitting with him in captivity who knew the language of birds. A raven came and called to Rav Ilish. Rav Ilish said to the man: What is the raven saying? He said to him that it is saying: Ilish, escape; Ilish, escape. Rav Ilish said: It is a lying raven, and I do not rely on it.

⁴¹⁷ In the meantime, a dove came and was calling out. Rav Ilish said to the man: What is it saying? He said to him that the dove said: Ilish, escape; Ilish, escape. Ilish said: The Congregation of Israel is compared to a dove; I conclude from the dove's words that a miracle will happen for me, and I can attempt to escape. Rav Ilish said: Before I leave, I will go and I will see Rav Nahman's daughters. If they remained steadfast in their faith and are acting appropriately, then I will take them with me and I will return them to their home.

⁴¹⁸ He said: Women tell all of their secret matters to each other in the bathroom, so he went there to eavesdrop on them. He heard them saying: These captors are now our husbands, and the men of Neharde'a to whom we are married are our husbands. We should tell our captors to distance us from here so that our husbands should not come to this area and hear that we are here, and redeem us, and take us home. They preferred to remain with their captors.

⁴¹⁹ Upon hearing this Rav Ilish arose and escaped. He and that man who knew the language of the birds came to a river crossing. A miracle happened for him and he crossed the river on a ferry, and the captors found that man and killed him. When Rav Nahman's daughters were returned and they

came back from their captivity, Rav Ilsh said: They would stir the pot with witchcraft, and that is why they were not burned by the boiling pot, but it was not due to their righteousness.

⁴²⁰ MISHNA: And Torah scrolls, phylacteries, or mezuzot are not purchased from the gentiles when they acquire these objects, if they request more than their actual monetary value,

⁴²¹ for the betterment of the world, so as not to cause an increase in the theft of sacred Jewish ritual objects in order to sell them for large sums of money.

⁴²² GEMARA: Rav Budya said to Rav Ashi that one could infer the following from the mishna: It is for more than their actual monetary value that one may not purchase them; however, for their precise value, one may purchase them. Can one learn from the mishna that with regard to a Torah scroll that is found in the possession of a gentile, one can read from it after obtaining it from the gentile, and there is no concern that perhaps the gentile wrote it and it is unfit? Rav Ashi answered: Perhaps this does not mean that the Torah scroll is purchased in order to read from it, but rather in order to inter it and not to use it; however, it is nevertheless purchased so that it will not be desecrated by the gentiles.

⁴²³ Rav Nahman says: We have a tradition that a Torah scroll that was written by a heretic should be burned; a Torah scroll written by a gentile should be interred; a Torah scroll found in the possession of a heretic, and it is not clear who wrote it, should be interred. With regard to a Torah scroll found in the possession of a gentile, some say it should be interred and some say that one may read from it.

⁴²⁴ The Gemara asks: With regard to a Torah scroll that was written by a gentile, it is taught in one baraita: It should be burned, and it is taught in another baraita: It should be interred, and it is taught in another baraita: One may read from it. There is a three-fold contradiction concerning the halakha of a Torah scroll written by a gentile.

⁴²⁵ The Gemara explains: This is not difficult: That which is taught in a baraita, that it should be burned, is the opinion of Rabbi Eliezer, who says: The unspecified intentions of a gentile are for idol worship, and therefore everything he wrote is assumed to be written for the sake of idolatrous worship and must be burned.

⁴²⁶ And that which is taught in a baraita, which said that it should be interred, is the opinion of this tanna, as Rav Hamnuna, son of Rava of Pashronya, taught: A Torah scroll, phylacteries, or mezuzot that were written by a heretic or an informer, a gentile or a slave, a woman or a minor, or a Samaritan or a Jewish apostate, are unfit, as it is stated: “And you shall bind them as a sign on your hand...and you shall write them on the doorposts of your house” (Deuteronomy 6:8–9). From this juxtaposition, one can derive the following: Anyone who is included in the mitzva of binding the phylacteries, i.e., one who is both obligated and performs the mitzva, is included in the class of people who may write Torah scrolls, phylacteries, and mezuzot; but anyone who is not included in the mitzva of binding is not included in the class of people who may write sacred texts. This baraita equates the halakha of a Torah scroll written by a gentile to the halakha of Torah scrolls written by these other types of people, which are interred.

⁴²⁷ And concerning that which is taught in a baraita, i.e., that one may read from it, that baraita is in accordance with the opinion of this following tanna, as it is taught in a baraita (Tosefta, Avoda Zara 3:6): One may purchase Torah scrolls from gentiles in any location, provided that they are written in accordance with their halakhot. And there was an incident involving a gentile in Tzaidan who would

write Torah scrolls, and Rabban Shimon ben Gamliel permitted the Jews to purchase the Torah scrolls from him.

⁴²⁸ The Gemara asks: And does Rabban Shimon ben Gamliel require that the preparation of the parchment of Torah scrolls, phylacteries, and mezuzot be for their sake, i.e., for the sake of their use in a mitzva, but he does not require that the writing be for their sake?

⁴²⁹ The Gemara quotes the source that Rabban Shimon ben Gamliel requires that the parchment be prepared for their sake: As it is taught in a baraita: If one took phylacteries and coated them with gold or patched them with the skin of a non-kosher animal, then they are unfit. However, if one patched them with the skin of a kosher animal, then they are fit, and this is so even though he did not prepare them, i.e., the skin, for their sake, i.e., for the sake of their use in a mitzva. Rabban Shimon ben Gamliel says: Even if he patched them with the skin of a kosher animal they are unfit, until he prepares them for their sake. Being that he holds that the parchment needs to be prepared for their sake, their actual writing should certainly be done for their sake.

⁴³⁰ Rabba bar Shmuel says: That incident in Tzaidan involved a convert who returned to his previous corrupt ways [suro] by reverting to living like a gentile. He nevertheless remains a Jew. The Gemara asks: If he returned to his previous corrupt ways all the more so should the Torah scroll be rendered unfit, as he is a heretic. Once he learns the Jewish faith and abandons it, he is considered a heretic. Rav Ashi says: This means that he returned to his previous corrupt ways due to fear, and not because he rejected the Jewish faith. He ceased acting like a Jew out of fear of reprisal. Since he is a Jew, it is permitted for him to read from the Torah scrolls that he writes.

⁴³¹ § The Gemara clarifies the halakha from the mishna that one may not purchase sacred items from a gentile for more than their actual value. The Sages taught: One may increase payment beyond their value up to a terapa'ik. The Gemara asks: What is a terapa'ik? Rav Sheshet said: It is an istera, worth one half of a dinar.

⁴³² The Gemara relates: There was a certain Arab merchant woman [taya'ata] who brought a sack [hayeta] of phylacteries in front of Abaye. He said to her: Would you give me each pair for a date? She became full of anger, and took the phylacteries and threw them into the river because Abaye offered her such a small amount in exchange for them. Abaye said in remorse: I should not have denigrated the phylacteries so much in her presence, but rather, I should have offered to pay her their actual value.

⁴³³ MISHNA: A man who divorces his wife due to her bad reputation, i.e., he heard that she had committed adultery, may not remarry her, even if it becomes clear that she did not in fact commit adultery. Similarly, if one divorces his wife due to a vow that she took, and he could not live with her under the conditions of her vow, he may not remarry her. Rabbi Yehuda says: If he divorces her due to any vow that the public was aware of, he may not remarry her, but if he divorces her due to a vow that the public was not aware of, he may remarry her.

⁴³⁴ The mishna continues: Rabbi Meir says: If he divorces her due to any vow that requires investigation and dissolution by a halakhic authority, he may not remarry her, but if he divorces her due to a vow that does not require investigation and dissolution by a halakhic authority, and is dissolved even without that, he may remarry her. Rabbi Elazar said: They prohibited him from remarrying her in this case, where she stated a vow that requires dissolution by a halakhic authority,

only due to that case, where she stated a vow that does not require dissolution by a halakhic authority.

⁴³⁵ Rabbi Yosei, son of Rabbi Yehuda, said: There was an incident in Tzaidan involving one man who said to his wife: It is konam, i.e., it is forbidden like an offering, if I do not divorce you, and he divorced her; and the Sages permitted him to remarry her for the betterment of the world.

⁴³⁶ GEMARA: Rav Yosef bar Minyumi says that Rav Naḥman says: And the halakha stated in the mishna, which says that in certain cases a man who divorces his wife may not remarry her, is only applicable when he said to her explicitly: I am removing you from the house due to your bad reputation,

⁴³⁷ or: I am removing you from the house due to a vow. The Gemara explains that Rav Naḥman holds: What is the reason that he is prohibited from remarrying her? This is due to potential harm caused to her. If he would wish to remarry her after she had married someone else, he may cast aspersions on the validity of the bill of divorce by claiming that he gave it under a false impression. This may lead to her child from her second marriage to be considered a mamzer. Therefore, if he said to her at the time of the divorce that this is the reason he is divorcing her, then he will be able to cause this harm to her, but if he did not state this explicitly at the time of the divorce, he will not be able to cause this harm to her, as his claim will be disregarded.

⁴³⁸ There are those who say a different version of Rav Yosef bar Minyumi's statement. Rav Yosef bar Minyumi said that Rav Naḥman said: He must say to her: Be aware that I am removing you from the house due to your bad reputation, or: Be aware that I am removing you from the house due to a vow. The Gemara explains that Rav Naḥman holds: What is the reason that he is prohibited from remarrying her? So that Jewish women will not be promiscuous with regard to forbidden sexual relations or lax with regard to vows. The Sages penalized these women who acted improperly by instituting that if they were divorced due to their actions, they cannot return to their husbands. Therefore he must say this to her: Be aware. It will therefore serve as a warning for other women.

⁴³⁹ The Gemara comments: It is taught in a baraita in accordance with the first version of Rav Yosef bar Minyumi's statement citing Rav Naḥman, and it is taught in another baraita in accordance with the latter version.

⁴⁴⁰ It is taught in a baraita (Tosefta 3:4) in accordance with the first version: Rabbi Meir said: For what reason did they say that a man who divorces his wife due to her bad reputation may not remarry her, and one who divorces his wife due to a vow may not remarry her? Perhaps she will go and marry another man, and later the matter will be found to have been fabricated, i.e., he will find that the rumor was false or that it was possible to dissolve the vow, and he will say: If I would have known that it is like this, then even if they would have given me one hundred times one hundred dinars to divorce her I would not have divorced her; and the bill of divorce will be found to be void, and her children from her second husband will be considered mamzerim. Therefore, one says to him from the outset: Be aware that a man who divorces his wife due to her bad reputation may not remarry her, and one who divorces his wife due to a vow may not remarry her.

⁴⁴¹ It is taught in a baraita (Tosefta 3:4) in accordance with the latter version: Rabbi Elazar, son of Rabbi Yosei, said: For what reason did they say that a man who divorces his wife due to her bad reputation may not remarry her, and one who divorces his wife due to a vow may not remarry her? So that Jewish women will not be licentious with regard to forbidden sexual relations or lax with

regard to vows. Therefore, in order to publicize this matter, one says to him upon divorcing his wife: Say to her: Be aware that I am removing you from the house due to your bad reputation, or: I am removing you from the house due to a vow.

⁴⁴² § The mishna taught that Rabbi Yehuda says: If he divorced her due to any vow that the public was aware of, he may not remarry her, but if he divorced her due to a vow that the public was not aware of, he may remarry her. Rabbi Yehoshua ben Levi said: What is the reason of Rabbi Yehuda? Based on what does he make the distinction of whether the public is aware of the vow or not? As it is written in the Torah portion describing the interaction of the Jews with the people of Gibeon: “And the children of Israel did not strike them, for the leaders of the congregation swore to them” (Joshua 9:18). This teaches that a vow taken in the presence of the public cannot be dissolved. In this case as well, if she took an oath that is known by the public, it cannot be dissolved.

⁴⁴³ And the Rabbis, who hold that such a vow can also be dissolved, respond to this claim in the following manner: There, did the oath take effect with regard to them at all? Since the people of Gibeon said to them: “We came from a far country” (Joshua 9:6), and they did not come from a far country, the oath did not take effect with regard to the Jewish people at all, as it was taken under false pretenses. And this, that the Jewish people did not kill the Gibeonites, like they did to the other nations who resided in the land of Canaan, despite the fact that the vow did not take effect, was due to the sanctity of God’s name. If they would have killed them, they would have desecrated God’s name by not fulfilling their word, although this vow did not take effect.

⁴⁴⁴ The Gemara asks: And how many people constitute the public with regard to this halakha? Rav Naḥman says: Three people. Rabbi Yitzḥak says: Ten people. The Gemara explains their opinions.

⁴⁴⁵ Rav Naḥman says: Three, and he derives this from a verse written with regard to a zava. The verse states: “And if a woman has an issue of her blood for many days [yamim rabbim]” (Leviticus 15:25). Rav Naḥman holds that “days” are a minimum of two, so the addition of the word “many” indicates that it means three days. Here too, where the mishna uses the term many [rabbim], it is a minimum of three people. Rabbi Yitzḥak says: The halakha that a vow taken in the presence of the public cannot be dissolved is referring to a vow taken in the presence of at least ten people, as it is written in the Torah portion discussing the people of Gibeon, which is the source for this halakha: “For the leaders of the congregation swore to them,” and a congregation consists of at least ten people, as is derived from the episode concerning the spies.

⁴⁴⁶ § The mishna taught that Rabbi Meir says: If he divorced her due to any vow that requires investigation and dissolution by a halakhic authority, he may not remarry her; however, if he divorced her due to a vow that does not require investigation and dissolution by a halakhic authority, he may remarry her. It is taught in a baraita that Rabbi Elazar says: They prohibited him from remarrying her in the case where she stated a vow that requires dissolution by a halakhic authority only due to a case where she stated a vow that does not require dissolution by a halakhic authority.

⁴⁴⁷ The Gemara asks: With regard to what principle do they disagree? The Gemara explains that Rabbi Meir holds: A man desires, i.e., does not mind, that his wife should be disgraced in court. Even though her vow would necessitate dissolution by a halakhic authority, the husband may still claim that had he known that it could be dissolved, he would not have divorced her. However, with regard to a vow that did not require dissolution by a halakhic authority but could have been nullified by the husband, he would not be deemed credible to state that he was not aware that he had the ability to

nullify it. In such a case, if he were to claim that the divorce was in error, his claim would be disregarded.

⁴⁴⁸ And Rabbi Elazar holds: A man does not desire that his wife should be disgraced in court. Therefore, if he were to claim that had he known that her vow could have been dissolved by a halakhic authority he would not have divorced her, his claim would have been disregarded. He is, however, deemed credible if he were to state that he did not know that he had the ability to nullify her vow. Therefore, in the case of a vow that does not require dissolution by a halakhic authority, the Sages instituted that he would not be permitted to remarry her, lest he bring the validity of the divorce into question, as explained earlier. Rabbi Elazar also holds that once the Sages instituted this ordinance with regard to vows that do not require dissolution by a halakhic authority, they applied this ordinance with regard to vows that do require dissolution by a halakhic authority as well.

⁴⁴⁹ Rabbi Yosei, son of Rabbi Yehuda, said: There was an incident in Tzaidan involving one man who said to his wife: It is konam if I do not divorce you, and he divorced her; and the Sages permitted him to remarry her, for the betterment of the world. What did the mishna teach that causes Rabbi Yosei, son of Rabbi Yehuda to teach this incident? The mishna had just discussed a case where the woman took a vow, and it relates an incident where the man took a vow.

⁴⁵⁰ The Gemara answers: The mishna is incomplete and this is what it is teaching: In what case is this statement said? When she took a vow, since he may not remarry her in that case. However, if he took a vow, he may remarry her. And Rabbi Yosei, son of Rabbi Yehuda, said: There was also an incident in Tzaidan involving one man that said to his wife: It is konam if I do not divorce you, and he divorced her; and the Sages permitted him to remarry her, for the betterment of the world.

⁴⁵¹ The Gemara discusses the formulation of the vow taken by the husband: What is meant by the expression: Konam, as stated by the husband? Generally this term is used when stating a vow of consecration; how does such a vow render her forbidden to him? Rav Huna said that the case is when he says: All the produce that is in the world will become forbidden to me if I do not divorce you.

⁴⁵² The mishna taught: And they permitted him to remarry her. The Gemara asks: It is obvious that this is the case, as why shouldn't he be able to remarry her? The Gemara answers that lest you say: Let us institute a decree due to the statement of Rabbi Natan. As it is taught in a baraita that Rabbi Natan said: One who vows, it is as if he built a personal altar during the time the Temple stood, when it became prohibited to build a personal altar to God outside the Temple. And one who fulfills a vow, it is as if he sacrificed an offering on this personal altar, thereby doubling his sin. Therefore, it would be possible to suggest that the husband is penalized and prohibited from remarrying her because he sinned by taking a vow and fulfilling it. Therefore, it teaches us that this is not the case.

⁴⁵³ The end of the mishna stated that the reason for this halakha was for the betterment of the world. The Gemara asks: What betterment of the world is there in allowing him to remarry her? Rav Sheshet said: This statement refers back to the first clause of the mishna. The expression: For the betterment of the world, is not an explanation of Rabbi Yosei bar Yehuda's statement, but rather, it is meant to explain why there is a penalty that one may not remarry a woman whom he divorced due to her bad reputation or due to a vow she had taken.

⁴⁵⁴ Ravina said: Actually, this expression applies to the latter clause of the mishna, and this is what it taught: This is not for the betterment of the world. In other words, when they instituted that he may not remarry her for the betterment of the world, it is only with regard to a case where the woman has

taken a vow. However, when the husband takes a vow, there is no element of the betterment of the world and he is permitted to remarry her in that case.

⁴⁵⁵ MISHNA: With regard to one who divorces his wife because she is a sexually underdeveloped woman who is incapable of bearing children [ailonit], meaning that after their marriage it became clear that she was sexually underdeveloped, Rabbi Yehuda says: He may not remarry her, and the Rabbis say: He may remarry her.

⁴⁵⁶ If, after he divorced her, this ailonit married another man and had children from him, meaning that she was not actually an ailonit, and she is demanding payment of her marriage contract from her first husband, claiming that he unlawfully divorced her without paying her marriage contract as he claimed that she was an ailonit and their marriage was a mistaken transaction, Rabbi Yehuda said that he may say to her: Your silence is preferable to your speech, meaning that it is preferable for her to withdraw her claim. If she persists, he may say that he divorced her only because he believed her to be an ailonit, casting aspersions on the validity of the divorce and the status of her children. Therefore, it would be wise of her to withdraw her claim.

⁴⁵⁷ GEMARA: The Gemara clarifies the dispute in the mishna: Is this to say that Rabbi Yehuda is concerned about potential harm, i.e., the harm that she may later incur if he casts aspersions on the validity of the divorce, and therefore rules that he may not remarry her, ensuring that he will divorce her only if he is absolutely certain that he wishes to do so, and the Rabbis are not concerned about potential harm? But didn't we learn that they each said the opposite?

⁴⁵⁸ As we learned in the previous mishna (45b): A man who divorces his wife due to her bad reputation may not remarry her. And if one divorces his wife due to a vow that she stated, and he could not live with her under the conditions of the vow, he may not remarry her. Rabbi Yehuda says: If he divorced her due to any vow that the public was aware of, he may not remarry her, but if he divorced her due to a vow that the public was not aware of, he may remarry her. Apparently, the Rabbis are concerned about potential harm, and consequently, they do not make a distinction between one vow and another; and Rabbi Yehuda is not concerned about potential harm, and he makes a distinction between a vow that may lead to permissiveness and one that does not.

⁴⁵⁹ Shmuel said: Reverse the opinions in this mishna. Rather, say that it is Rabbi Yehuda who says that he may remarry her, and he is not concerned about potential harm, while the Rabbis say he may not remarry her, and they are concerned about potential harm.

⁴⁶⁰ The Gemara challenges: But from the fact that it teaches in the last clause of the mishna: If, after he divorced her, this ailonit married another man and had children from him, and she is demanding payment of her marriage contract from her first husband, Rabbi Yehuda said that he may say to her: Your silence is preferable to your speech, and one can learn by inference that Rabbi Yehuda is concerned about potential harm. The Gemara answers: Here too, reverse the opinions, and it is the Rabbis who stated the last case of the mishna.

⁴⁶¹ Abaye said: Actually, do not reverse the opinions, and say that Rabbi Yehuda is concerned about potential harm. The distinction is that in that mishna, which discussed a woman who took a vow, he holds in one matter in accordance with the opinion of Rabbi Meir, and he holds in another matter in accordance with the opinion of Rabbi Elazar. In the case of a vow that requires dissolution by a halakhic authority he holds in accordance with the opinion of Rabbi Elazar that there is no concern about potential harm in such a case, as a husband would not desire that his wife be disgraced before

the court. In the case of a vow that does not require dissolution by a halakhic authority he holds in accordance with the opinion of Rabbi Meir, who maintains that the husband would not be deemed credible if he were to state that he was unaware that he could nullify her vow.

⁴⁶² Rava said: Is it difficult to reconcile the statement of Rabbi Yehuda in this mishna with the statement of Rabbi Yehuda in the previous mishna, but it is not difficult to reconcile the statement of the Rabbis in this mishna with the statement of the Rabbis in the previous mishna? Abaye only addressed how to explain the contradiction between the statements of Rabbi Yehuda.

⁴⁶³ Rather, Rava said: It is not difficult to reconcile the statement of Rabbi Yehuda in this mishna with the statement of Rabbi Yehuda in the previous mishna, as we answered. Additionally, it is not difficult to reconcile the statement of the Rabbis in this mishna with the statement of the Rabbis in the previous mishna, as who are the Rabbis in this mishna? It is Rabbi Meir, who said: We require a compound condition stipulating both positive and negative outcomes. And with what are we dealing here? We are dealing with a situation where he did not compound his condition, as he stated only that he is divorcing her because she is an ailonit, but did not state that he would not divorce her if she were not an ailonit. Therefore, his condition is disregarded, and he may remarry her.

⁴⁶⁴ MISHNA: With regard to one who sells himself and his children as slaves to gentiles, he is not redeemed, but the children are redeemed after their father's death, as there is no reason to penalize them.

⁴⁶⁵ GEMARA: Rav Asi says: And this halakha, that he is not redeemed, applies only when he sold himself for a first time and was redeemed, and repeated his action by selling himself a second time and was redeemed, and repeated his action by selling himself a third time. Since he sold himself repeatedly, the Sages penalized him by instituting that he may not be redeemed.

⁴⁶⁶ The Gemara relates: There were those residents of Bei Mikhsi who borrowed money from gentiles, and they did not have sufficient funds to repay them. As a result, the gentiles came and seized them as slaves. They came before Rav Huna and requested that he instruct the Jews to redeem them. Rav Huna said to them: What can I do for you, as we learned in a mishna: With regard to one who sells himself and his children as slaves to gentiles, he is not redeemed.

⁴⁶⁷ Rabbi Abba said to Rav Huna: Our master taught me: And this halakha applies only when he sold himself, and repeated a second time, and repeated a third time, which was not the case in this incident. Rav Huna said to him: These people do this habitually, and it is as though they sold themselves for a second and third time.

⁴⁶⁸ The Gemara relates: A certain man sold himself to gladiators [luda'ei]. He came before Rabbi Ami and said to him:

⁴⁶⁹ Redeem me. Rabbi Ami said to him: We learned in a mishna: With regard to one who sells himself and his children as slaves to gentiles, he is not redeemed. However, his children are redeemed due to the harm of becoming assimilated among the gentiles, and all the more so here, where there is a concern that leaving him in bondage may lead to his death, he should be redeemed.

⁴⁷⁰ The Sages said to Rabbi Ami: This man is a Jewish apostate, as they saw him when he was eating unslaughtered animal carcasses and animals with a wound that will cause them to die within twelve months [tereifot]. He said to them: Say that he was eating them due to his appetite, not because he is an apostate, but because he was overcome by temptation.

⁴⁷¹ They said to him: But there are times when there are permitted and forbidden foods before him, and he sets aside the permitted food and eats the forbidden food, indicating that it is not temptation alone that causes him to transgress. Once he heard this, Rabbi Ami said to that man: Go, because they do not allow me to redeem you.

⁴⁷² The Gemara recounts a related incident: Reish Lakish sold himself to gladiators. He took a bag and a round stone inside of it with him. He said: There is a tradition that on the final day of a captive's life, before his captors kill him, they do for him anything that he requests of them, so that he would forgive them for the spilling of his blood.

⁴⁷³ On the final day before they were set to kill him they said to him: What is amenable to you? He said to them: I want to tie you up and have you sit, and I will strike each one of you one and a half times. He tied them up and had each one of them sit. When he struck each of them with one strike with the stone in the bag, the one whom he struck died, because Reish Lakish was of great strength. Reish Lakish gritted his teeth in anger, and said to the one whom he killed, in order to prevent the others from realizing what was happening: Are you laughing at me? You still have half of a strike remaining with me, as I struck you only once. He killed them all, and Reish Lakish escaped his captors.

⁴⁷⁴ He left and came back home, and after some time had passed he was sitting, eating, and drinking, without concern for his livelihood. His daughter said to him: You don't want something to lie upon? He said to her: My daughter, my belly is my pillow, and this is enough for me. When he died he left only a kav of saffron as an inheritance, and even so he recited this verse about himself: "And they leave their wealth for others" (Psalms 49:11), meaning that he was pained that he did not use all of his property. He exhibited his confidence that God would provide his needs by not saving money for the future.

⁴⁷⁵ MISHNA: One who sells his field to a gentile must purchase and bring the first fruits from the field that he sold, for the betterment of the world.

⁴⁷⁶ GEMARA: Rabba says: Even though a gentile has no capability of acquisition of land in Eretz Yisrael to cause the abrogation of the sanctity of the land, thereby removing it from the obligation to tithe its produce, as it is stated: "For the land is Mine" (Leviticus 25:23), which teaches: The sanctity of the land is Mine, and it is not abrogated when the land is sold to a gentile; a gentile does have, however, the capability of acquisition of land in Eretz Yisrael to allow him to dig pits, ditches, and caves in the land he has purchased, as it is stated: "The heavens are the heavens of the Lord; but the earth has He given to the children of men" (Psalms 115:16).

⁴⁷⁷ And Rabbi Elazar says: Even though a gentile has the capability of acquisition of land in Eretz Yisrael to cause the abrogation of the sanctity of the land, removing it from the obligation to tithe its produce, as it is stated with regard to tithes: "The tithe of your grain" (Deuteronomy 12:17), which teaches that it is only the grain of a Jew that is obligated in tithes and not the grain of a gentile; a gentile does not have, however, the capability of acquisition of land in Eretz Yisrael to allow him to dig pits, ditches, and caves, in the land he has purchased, as it is stated: "The earth is the Lord's" (Psalms 24:1).

⁴⁷⁸ The Gemara asks: With regard to what principle do Rabba and Rabbi Elazar disagree? The Gemara answers: One Sage, Rabbi Elazar, holds that "your grain" teaches that only grain grown in the field of a Jew is obligated in tithes, but not the grain grown in the field of a gentile. And one

Sage, Rabba, holds that “your grain” is not referring to the produce itself, but rather to your accumulation of the produce into a pile, which obligates the produce in tithes, and not the accumulation of the produce into a pile by a gentile, as Rabba holds that if a gentile harvests and gathers grain, the grain is not obligated in tithes.

⁴⁷⁹ Rabba said: From where do I say that a gentile’s acquisition of land in Eretz Yisrael does not cause the abrogation of the sanctity of the land with regard to tithes? As we learned in a mishna (Pe’a 4:9): With regard to the gleanings left for the poor, and the forgotten sheaves left for the poor, and the produce in the corner of the field, which is given to the poor [pe’a], of a gentile, one is obligated to tithe them unless the owner rendered them ownerless.

⁴⁸⁰ The Gemara discusses: What are the circumstances? If we say that this is referring to the gleanings, forgotten sheaves, and pe’a of a Jew, and a gentile collected them and sold them to a Jew, then how could the mishna write: Unless he rendered them ownerless? But they are already ownerless, since gleanings, forgotten sheaves, and pe’a are already ownerless, as anyone can take them. Rather, is it not the case that the mishna is referring to produce of a gentile, who then separated gleanings, forgotten sheaves, and pe’a, and declared them to be ownerless, and a Jew gathered them.

⁴⁸¹ Rabba explains his inference: The reason that this produce is exempt from tithes is specifically because the gentile rendered it ownerless, but if he did not render it ownerless, then it would be obligated in tithes. One can infer from this mishna that the acquisition of land by a gentile does not cause the abrogation of the sanctity of the land with regard to tithes.

⁴⁸² The Gemara rejects this: No, actually it may be that these were gleanings, forgotten sheaves, and pe’a of a Jew, and a gentile collected them. And that which you said: But they are already ownerless, is incorrect. Let it be that he rendered them ownerless with the intent that a Jew would collect them, but did he render them ownerless with the intent that a gentile would collect them? He did not in fact render them ownerless, as he expected only a Jew to collect them. Therefore, if a gentile collects them and sells them to a Jew, the Jew is obligated to tithe them.

⁴⁸³ The Gemara suggests: Come and hear another proof from a baraita: If there was a Jew who acquired a field from a gentile before its produce reached a third of its growth, at which point one is obligated to tithe the produce, and he then sold it to the gentile after its produce reached a third of its growth, then the owner is obligated to tithe the produce because the produce already became obligated in tithes when it reached a third of its growth while under Jewish ownership. The Gemara deduces from here: It is only when the produce became obligated in tithes while under Jewish ownership, that yes, the owner is obligated to tithe, but if the produce did not become obligated in tithes while under Jewish ownership, then no, the owner is not obligated to tithe. This teaches that produce that grows while the field is owned by a gentile is exempt from tithes, and a gentile’s acquisition in Eretz Yisrael abrogates the sanctity of the land with regard to tithes.

⁴⁸⁴ The Gemara rejects this: With what are we dealing here? We are not dealing with Eretz Yisrael proper, but with land in Syria, and this tanna holds that the conquest of an individual is not called a conquest. Since Syria was conquered in battle by King David, and not by the Jewish people as a whole, it is not bound by all the same halakhot that apply in Eretz Yisrael.

⁴⁸⁵ The Gemara suggests: Come and hear a proof from a baraita (Tosefta, Terumot 2:10): If there were a Jew and a gentile who purchased a field in partnership,

⁴⁸⁶ the produce grown in that field is considered to be untithed produce and non-sacred produce mixed together; this is the statement of Rabbi Yehuda HaNasi. Rabban Shimon ben Gamliel says: The portion of the gentile is exempt from terumot and tithes, and the portion of the Jew is obligated.

⁴⁸⁷ The Gemara explains the inference: They disagree only with regard to the following issue: That one Sage, Rabban Shimon ben Gamliel, holds that there is retroactive clarification, i.e., when they divide the produce, it will be clarified who owned what produce from the outset. And one Sage, Rabbi Yehuda HaNasi, holds that there is no retroactive clarification, and therefore, since it grew in a mixed state, it retains that status even after they divide the produce. However, everyone agrees that a gentile has the capability of acquisition of land in Eretz Yisrael to cause the abrogation of the sanctity of the land, removing it from the obligation to tithe its produce, as the gentile's portion is considered to be non-sacred produce.

⁴⁸⁸ The Gemara answers: Here, also, it is referring to a case in Syria, and he holds that the conquest of an individual is not called a conquest, and a gentile has the capability of acquisition of land in Syria to cause the abrogation of the sanctity of the land.

⁴⁸⁹ Rav Ḥiyya bar Avin said: Come and hear a proof from the mishna: One who sells his field to a gentile must purchase and bring the first fruits from the field that he sold, for the betterment of the world. Rav Ḥiyya bar Avin infers: For the betterment of the world, yes, he must bring the first fruits; however, by Torah law, no, he is not required. This teaches that the acquisition of a gentile causes the abrogation of the sanctity of the land.

⁴⁹⁰ Rav Ashi said: There were two ordinances concerning this issue. Initially, those who sold their fields to gentiles would bring first fruits by Torah law, as they held that the acquisition of a gentile does not abrogate the sanctity of the land. Once the Sages saw that the Jews would sell their land to gentiles when they had the opportunity, because these Jews thought that the fact that the Jew would still have to bring the first fruits indicates that the land retains its sanctity, and therefore there is no reason not to sell the land to gentiles, they instituted for those who sell land to gentiles that they should not bring the first fruits, to emphasize that the land should not be sold to gentiles. This was the first ordinance.

⁴⁹¹ Once the Sages saw that those who were not able to subsist would sell their land despite this ordinance, and the fields would remain in the possession of the gentiles and would not be redeemed, they went back and instituted that they should bring the first fruits in order to penalize the seller, to encourage him to repurchase the field. This was the second ordinance. Therefore, one cannot prove from the mishna whether or not the acquisition of a gentile abrogates the sanctity of the land.

⁴⁹² § It was stated: With regard to one who sells his field for just its produce, meaning that he retains ownership over the field itself and he sells the rights to all of its produce to someone else, Rabbi Yoḥanan says: The purchaser brings first fruits from this field to the Temple and recites the verses in the Torah associated with the bringing of the first fruits, in which he thanks God for: "The land which You, Lord, have given me" (Deuteronomy 26:10). Reish Lakish says: Although the buyer brings the first fruits, he does not recite the verses, since it is not his field.

⁴⁹³ The Gemara explains the reason behind the dispute: Rabbi Yoḥanan says he brings the first fruits and recites the verses because he maintains that the acquisition of an item for its produce is considered to be like the acquisition of the item itself. Even though the field itself does not belong to him, it is as if he acquired the field because all of the produce belongs to him in practice. Reish

Lakish says that he brings the first fruits and does not recite the verses because he holds that the acquisition of an item for its produce is not considered to be like the acquisition of the item itself.

⁴⁹⁴ Rabbi Yoḥanan raised an objection to Reish Lakish from a baraita concerning the bringing of first fruits, as the verse states: “And you shall rejoice in all of the good that the Lord your God has given to you and to your house” (Deuteronomy 26:11). The phrase “your house” often refers to a wife. Therefore, the Sages said: This teaches that a man brings his wife’s first fruits, and he recites the relevant verses. This is true despite the fact that a husband acquires the field of his wife only for the produce. It seems from this baraita that the acquisition of a field’s produce is considered to be like the acquisition of the field itself.

⁴⁹⁵ Reish Lakish said to him: It is different there, as it is written explicitly: “And to your house,” which teaches that with regard to first fruits, there is a scriptural decree that a field belonging to one’s wife is also included in the mitzva. This does not prove that in general the acquisition of a field’s produce is considered to be like the acquisition of the field itself.

⁴⁹⁶ And there are those who say that they had a different exchange: Rabbi Shimon ben Lakish raised an objection to Rabbi Yoḥanan from that baraita: It is written: “And to your house,” which teaches that a man brings his wife’s first fruits, and he recites the relevant verses. Reish Lakish infers from this: There, it is that he brings the first fruits and recites the verses despite having acquired only the rights to the produce from his wife’s field, as it is written explicitly: “And to your house”; but generally, no, one who acquired only a field’s produce would not recite the verses. Rabbi Yoḥanan said to him: I also state my reason from here, as I see the halakha of a man bringing the produce from his wife’s field not as an exception, but as the source for the general principle that the acquisition of a field’s produce is considered to be like the acquisition of the field itself.

⁴⁹⁷ Reish Lakish raised an objection to Rabbi Yoḥanan based on a baraita: If he was traveling on the road to Jerusalem and the first fruits of his wife’s field were in his possession, and he heard that his wife died, then he brings the first fruits and recites the verses. One can infer: If she died, yes, he brings the fruits and recites the verses, as he has now inherited the field itself; but if she did not die, then no, he does not recite the verses, because acquisition of a field’s produce is not considered to be like the acquisition of the field itself.

⁴⁹⁸ The Gemara answers: The same is true in that case, that even though she did not die he also brings the fruits and recites the verses, but it was necessary for the baraita to mention the possibility that she died, because it might enter your mind to say that there should be a rabbinic decree in this case due to the statement of Rabbi Yosei bar Ḥanina concerning a similar halakha.

⁴⁹⁹ As Rabbi Yosei bar Ḥanina says: If one harvested his first fruits and sent them in the possession of an agent, and the agent died on the way, then someone else brings the fruits but does not recite the verses, as it is stated: “And you shall take...and you shall bring” (see Deuteronomy 26:2–3), and this juxtaposition teaches that the verses are not recited until the taking and bringing will be accomplished by one person. One might have said that since the husband took the fruits as the owner of the fruits alone and not the field, as the field was owned by his wife, and then he became the owner of the field as well and is bringing the fruits as the full owner, he should not recite the verses. Therefore, the baraita teaches us that he is considered to be the full owner before his wife’s death, because the acquisition of a field’s produce is considered to be like the acquisition of the field itself.

⁵⁰⁰ The Gemara comments: And Rabbi Yoḥanan and Reish Lakish follow their standard line of reasoning with regard to the issue of the acquisition of a field's produce. As it was stated that they had a dispute in the following case as well: One who sells his field

⁵⁰¹ in the time when the Jubilee Year is practiced, and every sale of land is only for its produce, because the land returns to its original owners in the Jubilee Year, Rabbi Yoḥanan says: The purchaser brings the first fruits and recites the verses. Reish Lakish says: The purchaser brings the first fruits but he does not recite the verses.

⁵⁰² The Gemara explains: Rabbi Yoḥanan says that the purchaser brings the first fruits and recites the verses, because he holds that the acquisition of an item for its produce is considered to be like the acquisition of the item itself. Consequently, the one bringing the fruits can truthfully recite: "The land which You, Lord, have given me" (Deuteronomy 26:10). Reish Lakish says that the purchaser brings the first fruits but he does not recite the verses, because he holds that the acquisition of an item for its produce is not considered to be like the acquisition of the item itself.

⁵⁰³ The Gemara comments: And it is necessary to state the dispute between Rabbi Yoḥanan and Reish Lakish in both cases. Because if it was stated only in that case, with regard to one who acquires a field for its produce, one might say that it is only in that case that Reish Lakish says that he does not recite the verses, since already when he descended to the field, i.e., took possession of the land, he descended with the intention of acquiring only the produce, as stipulated at the time of the sale; but in this case, with regard to one who purchases the field when the Jubilee Year is practiced, when he descended to the field with the intention of acquiring the land itself, say that he concedes to Rabbi Yoḥanan that he recites the verses. Therefore, it is necessary to state explicitly that Reish Lakish holds that he does not recite the verses in this case as well.

⁵⁰⁴ And if it was stated only in this case, with regard to one who purchases the field when the Jubilee Year is practiced, one might say that it is only in this case that Rabbi Yoḥanan says that it is like the acquisition of the item itself and recites the verses, as he purchased the field to fully own it; but in that case, where the sale was only with regard to the produce, say that he concedes to Reish Lakish that he does not recite the verses. Therefore, it is necessary to state the dispute in both cases.

⁵⁰⁵ The Gemara offers a proof in support of Rabbi Yoḥanan's opinion: Come and hear a proof from the mishna (Bikkurim 1:11): One who acquires a tree and its surrounding land brings the first fruits of those trees and recites the verses, even though he is required to return the land in the Jubilee Year. The Gemara responds: With what are we dealing here according to the opinion of Reish Lakish? The mishna is referring to one who acquires a tree and its surrounding land in the time when the Jubilee Year is not practiced, so the acquisition is permanent.

⁵⁰⁶ The Gemara suggests another proof in support of Rabbi Yoḥanan's opinion: Come and hear a proof from the mishna (Bikkurim 1:6): One who acquires two trees in another's field brings the first fruits of those trees but does not recite the verses, as he acquires only the trees but not the land. But if one acquires three trees, he brings the first fruits of those trees and recites the verses, because he also acquires the land surrounding the trees, despite the fact that the land is returned in the Jubilee Year. The Gemara rejects this: Here too, Reish Lakish would explain that the mishna is referring to one who acquires three trees in the time when the Jubilee Year is not practiced.

⁵⁰⁷ The Gemara comments: And now that Rav Ḥisda said: The dispute between Rabbi Yoḥanan and Reish Lakish is with regard to land sold during the second Jubilee, after the Jewish people already

practiced the Jubilee Year once and people could trust that the land would be returned in the Jubilee Year, but with regard to land sold during the first Jubilee, which was practiced by the Jews immediately following their entry into Eretz Yisrael, everyone agrees that he brings the first fruits and recites the verses, as they did not yet rely on the fact that the fields would be returned, there is no need to claim that according to Reish Lakish these mishnayot are referring to when the Jubilee Year was not practiced. Instead, one could answer that it is not difficult: This, the mishnayot that state that he brings the first fruits and recites the verses, are referring to land sold during the first Jubilee. That, where Reish Lakish rules that he brings the first fruits but does not recite the verses, is referring to land sold during the second Jubilee.

⁵⁰⁸ The Gemara suggests: Let us say that the dispute between Rabbi Yoḥanan and Reish Lakish is parallel to a dispute between tanna'im. The halakha is that if one consecrated but did not redeem his ancestral field, and the Temple treasury sold it to another Jew, it becomes the property of the priesthood in the Jubilee Year. However, if one purchases a field from another Jew and consecrates it, it reverts back to the original owner in the Jubilee Year. The baraita taught: From where is it derived that one who purchases a field from his father in the time when the Jubilee Year was practiced and consecrated it, and afterward his father died, from where is it derived that it should be considered before him like an ancestral field, and it does not revert to the son's ownership in the Jubilee Year?

⁵⁰⁹ The baraita continues: The verse states: "And if he sanctify to the Lord a field which he has bought, which is not of the field of his ancestral field" (Leviticus 27:22). The addition of the phrase: "Which is not of the field of his ancestral field," teaches that the halakha that the field reverts to the original owner applies specifically to a field that is not fit to be an ancestral field, meaning that he would not inherit it in the future. This field, which the son was entitled to inherit after he had consecrated it, is excluded, as it is fit to be an ancestral field, although the son had purchased it. This is the statement of Rabbi Yehuda and Rabbi Shimon.

⁵¹⁰ The baraita continues: Rabbi Meir says: From where is it derived that one who purchases a field from his father at the time when the Jubilee Year was practiced and his father died, and afterward he consecrated it, from where is it derived that it should be considered before him like an ancestral field, and does not revert to the son in the Jubilee Year? The verse states: "And if he sanctify to the Lord a field which he has bought, which is not of the field of his ancestral field." The addition of the phrase: "Which is not of the field of his ancestral field," teaches that the halakha that the field reverts to the original owner applies specifically to a field that is not an ancestral field, meaning that he did not inherit it. This field, which the son inherited before he consecrated it, is excluded, as it is an ancestral field, while according to the opinion of Rabbi Yehuda and Rabbi Shimon, a verse is not required to teach that in a case where his father died, and he consecrated it afterward, it is considered an ancestral field, as this is obvious. The Gemara explains why the other tanna'im do not require a verse to teach the halakha in the case discussed by Rabbi Meir:

⁵¹¹ The Gemara clarifies: What, is it not that they disagree about this, as Rabbi Meir holds: The acquisition of an item for its produce is considered to be like the acquisition of the item itself, and in this case, when he purchased the field, i.e., the rights to the produce, from his father before his death, it is the case that he inherits nothing when his father dies, as he had already taken ownership of the field when he purchased it from his father, and nothing changed with his father's death; and therefore, if his father died and he consecrated it afterward, then a verse is necessary to teach that it is

treated like an ancestral field, as one might have thought that the field is his entirely as a result of the purchase, and not because of an ancestral inheritance.

⁵¹² While Rabbi Yehuda and Rabbi Shimon hold that the acquisition of an item for its produce is not considered to be like the acquisition of the item itself, and in this case, when he had purchased the field from his father before his father died, with the death of his father he now inherits the field as well, since until now he owned only the rights to the produce; and therefore if his father died and he consecrated the field afterward, a verse is not necessary to teach that it is an ancestral field, as it is obvious that he now owns it due to his inheritance. And when a verse was necessary, it is for a case where he consecrated the field and his father died afterward that it was necessary.

⁵¹³ The Gemara rejects this explanation of the dispute. Rav Naḥman bar Yitzḥak said: Actually, I could say to you that in general Rabbi Yehuda and Rabbi Shimon hold that the acquisition of an item for its produce is considered to be like the acquisition of the item itself, and they agree that the verse is necessary to teach the halakha concerning a case where he consecrated the field after his father's death. And here, Rabbi Yehuda and Rabbi Shimon found another element of the verse and they expounded it. They maintain that if the verse is teaching the halakha only in the case where he consecrated the field after his father's death, then let the Merciful One write in the Torah: And if he sanctify to the Lord a field which he has bought, which is not his ancestral field. What is the meaning of the expression: "Of his ancestral field" (Leviticus 27:22)? This emphasizes: A field that is not fit to be an ancestral field, meaning that he would not inherit it in the future. This field, which the son was entitled to inherit after he had consecrated it, is excluded, as it is fit to be an ancestral field, although the son had purchased it.

⁵¹⁴ Rav Yosef said: If not for the fact that Rabbi Yoḥanan said that the acquisition of an item for its produce is considered to be like the acquisition of the item itself, he would not find his hands or his feet in the study hall, i.e., there would be a contradiction between Rabbi Yoḥanan's statements. As Rav Asi says that Rabbi Yoḥanan says: Brothers who divided property received as an inheritance are considered to be purchasers from one another, and as purchasers of land they must return the portions to each other in the Jubilee Year, at which point they may redistribute the property.

⁵¹⁵ And if it enters your mind to say that the legal status of the acquisition of an item for its produce is not like that of the acquisition of the item itself, then according to Rabbi Yoḥanan's opinion you will find that one brings first fruits by Torah law only when he is an only child the son of an only child, and so forth, dating back to the time of Joshua, son of Nun. Only in such a case does the child fully inherit the land. In any other case, the children inherit only the rights to the produce, as they must return the actual land to each other in the Jubilee Year, and would not be able to recite the verses connected with the first fruits, since they could not refer to the land that the Lord has given them. Since Rabbi Yoḥanan holds that the acquisition of an item for its produce is considered to be like the acquisition of the item itself, anyone who inherits land may recite the verses.

⁵¹⁶ Rava said: A verse and a baraita support the opinion of Reish Lakish. A verse, as it is written:

⁵¹⁷ "According to the number of years of the crops he shall sell to you" (Leviticus 25:15), meaning that it is not the field itself that is sold, but rather, what is sold is the right to consume the produce for a specific number of years.

⁵¹⁸ A baraita supports the opinion of Reish Lakish, as it is taught: A firstborn son takes a double portion in a field that returns to his father in the Jubilee Year, i.e., a field that his father sold, and he

subsequently died, and the field therefore returns to his sons in the Jubilee Year. The halakha is that a firstborn son receives a double portion only of property that the father possessed at the time of his death, but not of property that was due to the father. If the acquisition of the produce is considered to be like the acquisition of the item itself, then the field the father sold would not be considered to have been in his possession at the time of his death.

⁵¹⁹ Abaye said: We have a tradition that a husband requires authorization with regard to his wife's property, meaning that if there is a legal dispute between the husband and another person with regard to the usufruct property the husband received from his wife, he requires authorization from his wife that he may act on her behalf in order to present himself in court as a litigant. If he does not receive such authorization, the other litigant has the right to claim that he is not legally answerable to the husband, and may insist that the wife come before the court herself. This indicates that the acquisition of the produce is not considered to be like the acquisition of the item itself, and therefore the husband is not the owner of the property.

⁵²⁰ The Gemara explains: And we said this halakha only when the other litigant did not go down to court with a claim concerning the produce, and the case addresses only the ownership of the land itself. But if he went down to court with a claim concerning the produce, with regard to which the husband is definitely the interested party, then since the husband speaks in front of the court about the law concerning the produce, he also speaks in front of the court about the law concerning the land itself, and therefore he does not require authorization from his wife.

Chapter 5

¹ MISHNA: The court appraises land of superior quality [iddit] for payment to injured parties. And a creditor collects his debt from the debtor's intermediate-quality land. And payment of a woman's marriage contract is collected from her husband's inferior-quality land. Rabbi Meir says: Payment of a woman's marriage contract is also collected from intermediate-quality land.

² Payment of a debt or other obligation is not collected from lien property that has been sold to a third party when the debtor still has unsold property, even when this unsold property is inferior-quality land. The creditor cannot collect his debt from lien property that the debtor has sold to another person as long as the debtor is still in possession of other property, even if the remaining assets are inferior to those to which the creditor would otherwise have been entitled.

³ If one who owed money died and his children inherited his property, the father's debt can be collected from the property of the orphans only from inferior-quality land.

⁴ The court does not appropriate lien property that has been sold to a third party for the consumption of produce or for the enhanced value of land. If one appropriated a field and sold it, and the buyer worked the land, enhanced it, and grew produce on it, and then the initial owner from whom the field had been stolen took back the land and the produce from the buyer, compensating him only for his expenses, then the buyer may go back to the seller, i.e., the robber, and collect his losses. He can collect the purchase price of the field even from property that the robber sold to another person. By contrast, the value of the produce and the enhancement in the value of the field, which resulted from his actions, may be collected only from the robber's unsold property.

⁵ And similarly, payment for the sustenance of a man's wife and daughters cannot be collected from his lien property. One of the stipulations included in a marriage contract is that after the husband dies, his widow and daughters are entitled to sustenance from his estate. This sustenance cannot be collected from the husband's lien property that has been sold to another person, but only from his unsold property inherited by his heirs. All of these enactments were made for the betterment of the world.

⁶ And it was further instituted that one who finds a lost item and returns it to its rightful owner is not required to take an oath that he did not keep any part of the lost item for himself. This ordinance was also instituted for the betterment of the world.

⁷ GEMARA: When the mishna says: For the betterment of the world, it seems to be referring to all of the cases in the mishna. The Gemara therefore asks: The first clause of the mishna states that compensation for damage is collected from superior-quality land. Is this ordinance also only for the betterment of the world? This is by Torah law, as it is written with regard to one who damages another person's property: "Of the best of his own field, and of the best of his own vineyard, shall he pay" (Exodus 22:4).

⁸ Abaye said: This statement is necessary only according to Rabbi Yishmael, who said that by Torah law we appraise the property of the injured party, i.e., the injured party can collect payment only from property equal in quality to the best of his own, even if the one who caused the damage owns property of higher quality. Therefore, the tanna of the mishna teaches us that for the betterment of the world we appraise the property of the one who caused the damage.

⁹ The Gemara asks: What is this statement of Rabbi Yishmael alluded to by Abaye? It is as it is taught in a baraita: The verse: "Of the best of his own field, and of the best of his own vineyard, shall he pay," teaches that the appraisal is of the best quality of the field of the injured party and of the best quality of the vineyard of the injured party. This is the statement of Rabbi Yishmael. Rabbi Akiva says: The verse comes only to allow injured parties to collect compensation from superior-quality land belonging to the one who caused the damage, in the event that he has no money or movable property. And by means of an a fortiori inference one can derive that the Temple treasury collects from superior-quality land.

¹⁰ The Gemara asks: And according to the opinion of Rabbi Yishmael, if one's animal ate from a rich garden bed, it is understandable that he must pay the injured party the value of a rich garden bed. But if it ate from a poor garden bed, is it reasonable that he pays the value of a rich garden bed? Rav Idi bar Avin said: With what are we dealing here? We are dealing with a case where the animal that caused the damage ate from one garden bed among other garden beds, and we do not know whether it ate from a poor one or it ate from a rich one. In such a case, the animal's owner pays the injured party the value of the latter's best quality property.

¹¹ Rava raised a question and said: If we would know that the animal ate from a poor garden bed, its owner would have to pay only the value of a poor garden bed. Now that we do not know from which garden bed it ate, is it reasonable that he should have to pay the value of a rich garden bed? There is a principle governing monetary disputes that the burden of proof falls on the claimant. Therefore, so long as the injured party cannot prove that the animal ate from the rich garden bed, he should not be entitled to collect the value of such a garden bed. Rather, Rav Aha bar Ya'akov said:

¹² With what are we dealing here? We are dealing with a case where, after appraising the damage, the court comes to collect from the one who caused the damage, but he does not have money available to pay for the damage he caused. And the tanna'im disagree in a case where the superior-quality land of the injured party was equal in quality to the inferior-quality land of the one who caused the damage, and the one who caused the damage also has land of superior quality. With regard to such a case, Rabbi Yishmael holds: We appraise the value of the land of the injured party, and therefore the one who caused the damage can pay with his inferior-quality fields, which are equal in quality to the best fields owned by the injured party. And Rabbi Akiva holds: We appraise the value of the land of the one who caused the damage and have him pay with his fields of superior quality.

¹³ What is the reason of Rabbi Yishmael? The word "field" is stated below, toward the end of the verse: "Of the best of his own field, and of the best of his own vineyard, shall he pay" (Exodus 22:4). And the word "field" is also stated above, at the beginning of that same verse: "If a man shall cause a field or vineyard to be eaten, and shall put in his beast, and shall feed in another man's field." Just as the field which is stated above belongs to the injured party, so too, the field stated below belongs to the injured party.

¹⁴ And Rabbi Akiva holds: When the verse says: "Of the best of his own field and of the best of his own vineyard shall he pay," it means from the best of the one who is paying, i.e., from the best fields belonging to the one who caused the damage.

¹⁵ And how would Rabbi Yishmael respond to this? The verbal analogy between the two instances of the word "field" is effective, and the straightforward meaning of the verse itself is effective. The verbal analogy is effective, as we said. It serves to teach that when it says that he pays from the best of his field, it means from land equal in quality to the best field owned by the injured party. And the straightforward meaning of the verse itself is effective, as it serves to teach a different halakha, namely, that if the one who caused the damage has superior-quality land and inferior-quality land, and his inferior-quality land is not as good as the superior-quality land belonging to the injured party, the one who caused the damage pays the injured party from his best land, i.e., from the superior-quality land that he owns.

¹⁶ § The baraita teaches that Rabbi Akiva says: The verse comes only to allow injured parties to collect compensation from superior-quality land belonging to the one who caused the damage, in the event that he has no money or movable property. And by means of an a fortiori inference one can derive that the Temple treasury collects from superior-quality land.

¹⁷ The Gemara asks: What is the a fortiori inference from ordinary damage to damage involving the consecrated property? To which case does this refer? If we say that our ox, i.e., an ox belonging to a Jew, gored an ox that is consecrated property, there is a difficulty, as the Merciful One states: "And if one man's ox hurts another's ox" (Exodus 21:35). This teaches that the halakha applies only if the ox hurt an ox belonging to another Jew, but not if it hurt an ox that is consecrated property. In the latter case no damages are collected.

¹⁸ Rather, we say that the a fortiori inference is not referring to a case of damage, but rather to one who says: It is incumbent upon me to donate one hundred dinars for Temple maintenance, and the inference teaches that if the one who took the vow has no money, then the Temple treasurer comes and collects the hundred dinars from his superior-quality land.

¹⁹ The Gemara challenges this understanding: The Temple treasurer should not be treated any better than an ordinary creditor, and, as stated in the mishna, the halakha of a creditor is that he collects only from intermediate-quality land. And if you would say that Rabbi Akiva holds that even a creditor can collect the money owed him from superior-quality land like payment for damages, there is still a difficulty; the a fortiori inference can still be refuted in the following manner: If an ordinary creditor can collect the money owed him from superior-quality land, this is because the Torah enhanced his power with regard to payment for damages, as a common person can collect payment for damages caused him by another's ox. But can you say the same about the Temple treasury, with regard to which the Torah weakened its power with regard to payment for damages, not allowing it to collect such compensation?

²⁰ The Gemara rejects this: Actually, we can explain that we are dealing here with a case where our ox gored an ox that is consecrated property, and Rabbi Akiva holds in accordance with the opinion of Rabbi Shimon ben Menasya with regard to this issue, as it is taught in a baraita that Rabbi Shimon ben Menasya says: If an ox that is consecrated property gored an ox belonging to a common person, the Temple treasury is exempt from liability. By contrast, if an ox belonging to a common person gored an ox that is consecrated property, whether the ox that gored the other ox was an innocuous ox [shor tam], i.e., an ox with no consistent history of causing damage with the intent to injure, or it was a forewarned ox [shor muad], i.e., an ox whose owner was forewarned because his ox had already gored another ox three times, the ox's owner pays the full cost of the damage.

²¹ The Gemara asks: If so, from where do you know to say that Rabbi Akiva and Rabbi Yishmael disagree about a case where the superior-quality land belonging to the injured party is equal in quality to the inferior-quality land belonging to the one who caused the damage, and the one who caused the damage also has land of superior quality, as the dispute was previously interpreted by Rav Aha bar Ya'akov? Perhaps everyone, including Rabbi Akiva, agrees that we appraise the value of the land of the injured party, and here they disagree with regard to the dispute between Rabbi Shimon ben Menasya and the Rabbis.

²² The Gemara explains this suggestion: As Rabbi Akiva holds in accordance with the opinion of Rabbi Shimon ben Menasya, that in the case of damage caused by the ox of a common person to the property of the Temple treasury, compensation is collected from superior-quality land belonging to the one who caused the damage. And Rabbi Yishmael holds in accordance with the opinion of the Rabbis, that the owner of the ox bears no liability.

²³ The Gemara rejects this suggestion: If it is so that this is the disagreement, then what is the meaning of Rabbi Akiva's statement: The verse comes only to allow injured parties to collect compensation from superior-quality land? This indicates that Rabbi Akiva disagrees about how to understand this verse. And furthermore, if the subject is the Temple treasury, what is the meaning of: And by means of an a fortiori inference one can derive that the Temple treasury of consecrated property collects from superior-quality land. And furthermore, didn't Rav Ashi say:

²⁴ It is taught explicitly in a baraita: The verse: "Of the best of his own field, and of the best of his own vineyard, shall he pay" (Exodus 22:4), teaches that the appraisal is of the best of the fields of the injured party, and of the best of the vineyards of the injured party. This is the statement of Rabbi Yishmael. Rabbi Akiva says: The appraisal is of the best of the fields of the one who caused the damage, and of the best of the vineyards of the one who caused the damage. This clearly indicates

that according to Rabbi Akiva compensation is collected from the superior-quality land belonging to the one who caused the damage.

²⁵ Ravina said: Actually, the mishna is in accordance with the opinion of Rabbi Akiva, who said: By Torah law, we appraise the property of the one who caused the damage. And it is also in accordance with the principle of Rabbi Shimon, who expounds the reason underlying the verse as a basis for drawing halakhic conclusions. And the mishna is saying: What is the reason for the halakha taught in the mishna? The mishna should be understood as follows: What is the reason that the court appraises land of superior quality for payment to injured parties? This is for the betterment of the world. That is to say, the words: For the betterment of the world, do not indicate a rabbinic enactment. Rather, they provide a reason for the Torah law.

²⁶ This is as it is taught in a baraita (Tosefta, Ketubot 12:2) that Rabbi Shimon said: For what reason did the Sages say that the court appraises land of superior quality for payment to injured parties? It is due to the robbers and due to those who take that which is not theirs by force [hamsanin]. How so? So that a person will say: Why should I rob and why should I take by force? Tomorrow the court will come down to my property and take my finest field in order to compensate the victim for what I have robbed or taken by force. And the Sages rely on what is written in the Torah: "Of the best of his own field, and of the best of his own vineyard, shall he pay" (Exodus 22:4). Consequently, they said that the court appraises land of superior quality for payment to injured parties.

²⁷ The baraita continues: For what reason did the Sages say that a creditor collects his debt from intermediate-quality land? It is so that a person should not see another's fine field or fine house and say: I will jump in and lend him money so that later I will collect the field or house for my debt, if the borrower does not have enough money to repay the loan. Therefore, the Sages said that a creditor collects his debt only from intermediate-quality land, and he would not receive that fine field that would have prompted him to extend the loan in the first place.

²⁸ The Gemara asks: If it is so that the objective is that people not be tempted to lend money for the purpose of acquiring the borrower's property should he default on the loan, then the halakha governing a creditor should be to collect his debt from inferior-quality land. The Gemara answers: If so, then you would be locking the door before potential borrowers, as no one would be willing to lend them money.

²⁹ The baraita continues: Payment of a woman's marriage contract is collected from inferior-quality land; this is the statement of Rabbi Yehuda. Rabbi Meir says: It can be collected from intermediate-quality land. Rabbi Shimon said: For what reason did the Sages say that a woman's marriage contract is collected from inferior-quality land? It is because more than a man wants to marry a woman, a woman wants to become married to a man. Consequently, she will agree to marry even if she knows that she will not be able to collect payment of the marriage contract from superior-quality land.

³⁰ Alternatively, it is because a woman is sent out from her husband with her consent or without her consent, but a man sends his wife out from his house only with his consent.

³¹ The Gemara asks: What is the reason that he mentions an alternative explanation? What problem is there with the first explanation? The Gemara answers: The alternative explanation does not explain why she collects from inferior-quality land, but serves to explain a different matter. Since the Sages instituted a marriage contract in order to strengthen the institution of marriage, it is possible to ask: And if you would say that just as when a man divorces his wife the Sages instituted a marriage

contract for her from him, so too, when she leaves him they should similarly institute a marriage contract for him from her; then come and hear: A woman is sent out from her husband with her consent or without her consent, but a man sends his wife out from his house only with his consent. Even if she instigates a quarrel with him to bait him into divorcing her, it is nevertheless possible for the husband to keep her waiting for a bill of divorce. A man gives his wife a bill of divorce only when he wishes to do so, and so in essence the divorce depends solely on him.

³² § The mishna teaches that payment of a woman's marriage contract is collected from inferior-quality land. Mar Zutra, son of Rav Nahman, said: We said that a woman collects her marriage contract from inferior-quality land only when her husband died and she collects payment from the orphans who inherit his estate. But if she was divorced and she collects payment from the husband himself, then she collects it from intermediate-quality land.

³³ The Gemara asks: If the mishna is referring to collecting from orphans, then why discuss specifically a woman's marriage contract? Even all matters, such as payment for damage, should also be collected from inferior-quality land when it is collected from orphans, as didn't we learn in the mishna: If one who owed money died and his children inherited his property, the father's debt can be collected from the property of the orphans only from inferior-quality land. Rather, is it not that the mishna is referring to a case where the woman collects her marriage contract from the husband himself?

³⁴ The Gemara rejects this argument: Actually, the mishna is referring to a case where the woman collects her marriage contract from the orphans who inherit their father's estate. And it was necessary for the mishna to teach the halakha specifically with regard to a woman's marriage contract. As it could enter your mind to say that the Sages were more lenient with her for the sake of desirability, so that she would be a more desirable partner should she want to remarry, and consequently they allowed her to collect payment of her marriage contract from intermediate-quality land even from orphans, the mishna teaches us that even payment for a woman's marriage contract is not collected from the intermediate-quality land of orphans, but only from their inferior-quality land.

³⁵ Rava said: Come and hear a proof from a baraita: Rabbi Meir says: Payment for a woman's marriage contract is collected from intermediate-quality land. The Gemara attempts to clarify the case: From whom does she collect payment of her marriage contract in this case? If we say that she is collecting from the orphans, it is possible to ask: Does Rabbi Meir not agree with that which we learned in the mishna: The father's debt can be collected from the property of the orphans only from inferior-quality land? Rather, is it not that the woman collects payment of her marriage contract from her husband himself? And since Rabbi Meir maintains that she collects from intermediate-quality land, one can learn by inference that the Rabbis hold that she collects from inferior-quality land, contrary to the opinion of Mar Zutra.

³⁶ The Gemara rejects this argument: No, actually it is possible to explain that the baraita is referring to a case where the woman collects her marriage contract from the orphans who inherit their father's estate. And payment of a woman's marriage contract is different from other debts collected from orphans, which can be collected only from inferior-quality land. The Sages were more lenient with her for the sake of desirability; consequently, Rabbi Meir ruled that she may collect her marriage contract from intermediate-quality land even if she is collecting it from orphans.

³⁷ Abaye said: Come and hear a proof from what is taught in the mishna: The court appraises land of superior quality for payment to injured parties. And a creditor collects his debt from the debtor's intermediate-quality land. And payment of a woman's marriage contract is collected from her husband's inferior-quality land. The Gemara attempts to clarify the case: From whom is the collection being made? If we say that in all of these cases collection is being made from the orphans, why mention specifically a woman's marriage contract? Even all of these, i.e., even injured parties and creditors, should also collect only from inferior-quality land when collecting from orphans. Rather, is it not that the mishna is referring to a case where the woman collects her marriage contract from the husband himself, and it rules that she collects from inferior-quality land, contrary to the opinion of Mar Zutra?

³⁸ Rav Aḥa bar Ya'akov said: No proof can be brought from the mishna against the opinion of Mar Zutra, as the mishna can be understood as follows: With what are we dealing here? We are dealing with a case where one became a guarantor for compensation for his son's damages, and similarly for repayment to his son's creditor, and similarly for payment of his daughter-in-law's marriage contract, and his son died. Since the guarantor stands in place of his son, collection is made from him as if it were being made from his son.

³⁹ And payment is made in this case in accordance with its halakha and payment is made in this case in accordance with its halakha. Since an injured party and a creditor ordinarily collect from those who owe them money while they are alive, when the guarantor pays the debt, he too pays the debt as though the one who caused the damage or borrowed the money were still alive. Therefore, in these cases collection is made from superior-quality or intermediate-quality land. But in this case, where the father serves as a guarantor for his son, payment of a woman's marriage contract is only after her husband's death, and after his death from whom does she collect? From the orphans. Consequently, when the guarantor pays the debt, he too pays the debt as though it were being paid by the orphans after the husband's death. Accordingly, payment for her marriage contract is made from inferior-quality land.

⁴⁰ The Gemara asks: But let him derive this halakha from another halakha that states that the guarantor of a marriage contract does not become responsible for the payment of the marriage contract from his own property. The signature that he adds to the marriage contract serves merely as additional support but does not turn him into a true guarantor. Therefore, even if a collection is made, it is only from inferior-quality land. The Gemara answers: We are dealing here with an unconditional guarantor, i.e., one who accepted unconditional responsibility for the obligation, allowing his daughter-in-law to collect payment of her marriage contract either from his son or from him, as she so desires.

⁴¹ The Gemara asks: This works out well according to the one who says that an unconditional guarantor becomes responsible for repayment of the loan even if the borrower does not have property of his own. Therefore, it works out well to explain the case in this manner. But according to the one who says that if the borrower has property of his own at the time of the loan, then the unconditional guarantor becomes responsible, but if the borrower does not have property of his own at the time of the loan, then the unconditional guarantor does not become responsible, what is there to say in a case where the son did not have any property at the time of the marriage? In such a case, the father never became responsible for his son's obligations.

⁴² The Gemara answers: If you wish, say that it is a case where the son had property of his own at the outset, but afterward it was blighted. Since the son had his own property, the father accepted responsibility for the obligation, and now that the property has no value, the daughter-in-law can collect payment for her marriage contract from the father.

⁴³ And if you wish say: With respect to anything relating to his son, it is common for a father to pledge himself absolutely, even when the son has no property of his own.

⁴⁴ § Apropos a guarantor for a marriage contract, the Gemara notes: It was stated that everyone agrees that a guarantor who signs a marriage contract does not thereby become responsible for the payment of the marriage contract from his own property.

⁴⁵ Everyone also agrees that an unconditional guarantor for the repayment of a creditor becomes responsible for payment of the borrower's debt. The Sages disagree with regard to the following cases: A guarantor for the repayment of a creditor and an unconditional guarantor for payment of a marriage contract. There is one Sage who says: Although the borrower does not have property of his own at the time of the loan, the guarantor becomes responsible for payment of the obligation. And there is one Sage who says: If the obligated party has property of his own, then the guarantor becomes responsible; if he does not have property of his own, he does not become responsible.

⁴⁶ And the halakha is: In all of these cases, although the obligated party does not have property of his own at the time he assumes the obligation, the guarantor becomes responsible for payment of that obligation. This is so except in the case of a guarantor for payment of a marriage contract, as in that case, even if the husband has property of his own when he gives a marriage contract, the guarantor does not become responsible for payment of the obligation.

⁴⁷ What is the reason for this? The intention of the guarantor is performing a mitzva of facilitating a marriage by encouraging the woman to consent to the marriage as a result of his involvement, but he does not truly intend to obligate himself. And furthermore, the woman does not lose anything in exchange for which the guarantor would accept responsibility, as the husband does not borrow money from the woman. Therefore, the Sages instituted that the guarantor does not become responsible for payment of the marriage contract from his own property.

⁴⁸ Ravina said: Come and hear a proof concerning the question of whether the mishna's ruling that payment of a woman's marriage contract is collected from inferior-quality land applies only when the woman collects from orphans or if it applies even when she collects from her husband. The proof is from the beginning of our ordinance: Why did the Sages say that a woman's marriage contract is collected from inferior-quality land? It is because more than a man wants to marry a woman, a woman wants to become married to a man. And if it enters your mind that this halakha applies only when the woman collects from orphans, then the reason given for this halakha should be that it is because they are orphans, not because a woman wants to become married. This indicates that the mishna's ruling applies even when she collects her marriage contract during her husband's lifetime, contrary to the opinion of Mar Zutra. The Gemara affirms: The refutation of the opinion of Mar Zutra is a conclusive refutation.

⁴⁹ § Apropos a statement attributed to Mar Zutra, son of Rav Naḥman, the Gemara cites another halakha in his name on a similar topic: Mar Zutra, son of Rav Naḥman, said in the name of Rav Naḥman: If a promissory note is presented to orphans for repayment of a loan taken by their father,

then although an enhancement of the creditor's ability to collect, enabling the collection of even superior-value land, is written in it, the creditor can collect only from inferior-quality land.

⁵⁰ Abaye said: Know that this is the case, as the halakha governing a creditor is that he collects from intermediate-quality land, but from orphans he collects only from inferior-quality land. If one cannot collect even from intermediate-quality land of orphans, all the more so one cannot collect from their superior-quality land.

⁵¹ Rava said to him: How can these two cases be compared? By Torah law, the halakha governing a creditor is that he collects from inferior-quality land, in accordance with the opinion of Ulla, as Ulla says: By Torah law, a creditor collects from inferior-quality land, as it is stated: "You shall stand outside, and the man to whom you have lent shall bring forth the pledge out to you" (Deuteronomy 24:11). What would a man ordinarily take out as a pledge? The least valuable of his vessels. This demonstrates that the creditor is entitled only to the least valuable of the debtor's vessels. Similarly, when he collects from land, he collects only from inferior-quality land. And for what reason did the Sages say that a creditor collects from intermediate-quality land? So as not to lock the door before potential borrowers, i.e., so that people do not refrain from extending loans. And with regard to orphans, the Sages left the halakha as it is stated in the Torah.

⁵² But here, a stipulation enhancing the creditor's ability to collect was included in the promissory note. Therefore, since by Torah law the halakha governing this creditor is that he collects from superior-quality land as stipulated in the loan agreement, then he should also collect from superior-quality land even when collecting the debt from orphans.

⁵³ The Gemara asks: And according to this explanation of Rava, there is a difficulty: Didn't the Sage Avram Ḥoza'a teach a baraita that states: A father's debt can be collected from the property of the orphans only from inferior-quality land? The Gemara infers: And this ruling applies even if the property is collected for payment to injured parties. But isn't it true that by Torah law the halakha governing injured parties is that they collect from superior-quality land? This indicates that even when by Torah law collection should be from superior-quality land, the Sages instituted that one may collect from orphans only inferior-quality land.

⁵⁴ The Gemara answers: With what case are we dealing here in the baraita taught by Avram Ḥoza'a? We are dealing with a case where superior-quality land of the injured party is equal in quality to inferior-quality land of the one who caused the damage, i.e., the orphans, and the one who caused the damage also has land of superior quality.

⁵⁵ And the baraita is taught in accordance with the opinion of Rabbi Yishmael, who says: By Torah law we appraise the property of the injured party, and therefore the one who caused the damage can pay with his inferior-quality fields that are equal in quality to the superior-quality land owned by the injured party. And for the betterment of the world, the Sages instituted that we appraise the property of the one who caused the damage, and he pays with his superior-quality land. But with regard to orphans, the Sages left the halakha as it is stated in the Torah; they pay from their inferior-quality land that is equal in quality to superior-quality land belonging to the injured party. By contrast, a creditor who holds a promissory note stipulating that the debt can be collected from superior-quality land can collect superior-quality land even from orphans, as stipulated in the loan agreement.

⁵⁶ The Gemara asks: Is that so? But didn't Rabbi Eliezer Nayota'a teach a baraita that states: A father's debt can be collected from the property of the orphans only from inferior-quality land, even

if it is superior-quality land? The Gemara asks: What is the meaning of: Even if it is superior-quality land? Is it not the following: Although superior-quality land is written in the promissory note, the debt can be collected from the orphans only from inferior-quality land.

⁵⁷ The Gemara rejects this suggestion: No, what is the meaning of superior-quality land? Orphans can repay the debt even from strips of superior-quality land that due to their location cannot be cultivated or guarded and that consequently have a lower market value than inferior-quality land, as in the statement of Rava.

⁵⁸ As Rava says: If one damaged inferior-quality land, the injured party collects from superior-quality land. The one who caused damage is penalized and made to pay from land of much higher quality than that which he damaged. If he damaged strips of superior-quality land that cannot be cultivated, the injured party collects from intermediate-quality land, as the land that was damaged is inferior in value even to inferior-quality land, and therefore it suffices if compensation is paid from intermediate-quality land. And why did Rabbi Eliezer Nayota'a teach that orphans may pay their father's debt from land of the lowest quality? With regard to orphans, the Sages left the halakha as it is written in the Torah, that a creditor collects from inferior-quality land.

⁵⁹ § The mishna teaches: If one who owed money died and his children inherited his property, the father's debt can be collected from the property of the orphans only from inferior-quality land. Rav Aḥadevoi bar Ami raised a dilemma with regard to the meaning of this statement: Do the orphans of which they spoke refer specifically to minors or even to adults? The Gemara explains the two sides of the dilemma: Is this an ordinance that the Sages instituted for the benefit of the orphans, in which case it may be argued that the Sages instituted it for minors but they did not institute it for adults?

⁶⁰ Or, perhaps the reason is different. The reason that a creditor collects from intermediate-quality land is so that the door not be locked before potential borrowers. Here, this is not a concern, since it does not enter the mind of the creditor that he should not lend money as perhaps the borrower will die and his property will fall to the orphans. As only if he were to consider this possibility, would it be that this would lock the door before potential borrowers. Consequently, the ordinance that a creditor collects from intermediate-quality land was instituted only in the standard case, where the creditor collects from the debtor himself, but not where he collects from the heirs. Therefore, the ordinance that a debt can be collected from the property of orphans only from inferior-quality land should apply also to adult orphans.

⁶¹ The Gemara answers: Come and hear what Abaye the Elder taught: With regard to the orphans of which the Sages spoke, the phrase is referring to adults, and needless to say it is referring also to minors.

⁶² The Gemara rejects this proof: But perhaps this statement applies only to the matter of an oath. One who collects a debt from property left by the debtor to his heirs always takes an oath, even if he produces a promissory note. This halakha applies even if the heirs are adults. This is because even an adult son is considered like a minor with regard to his father's financial matters, since he does not know the details of his father's business dealings and it is possible that his father had actually repaid the debt before dying. But with regard to collecting the debt from inferior-quality land, no, this halakha applies only to minors.

⁶³ The Gemara concludes: And the halakha is:

⁶⁴ With regard to the orphans of which the Sages spoke, the phrase is referring to adults, and needless to say it is referring also to minors, whether with regard to the halakha that a debt can be collected from the property of orphans only with an oath, or whether with regard to the halakha that a debt can be collected from the property of orphans only from inferior-quality land.

⁶⁵ § The mishna teaches: Payment of a debt or other obligation is not collected from lien property that has been sold to a third party when the debtor still has unsold property, even when this unsold property is inferior-quality land. Rav Aḥadevoi bar Ami raised a dilemma: What is the halakha with regard to lien property that the debtor gave to another person as a gift? Is it the halakha that the debt is not collected from lien property that has been given as a gift to a third party when the debtor still has property?

⁶⁶ The Gemara presents the two sides to this dilemma: Is the halakha that payment is not collected from lien property that has been sold an ordinance that the Sages instituted due to the loss of the buyers, who would lose the money that they had paid for the property? But in the case of a gift, where there is no issue of loss to the buyers, i.e., the recipients, as the recipients paid nothing for the property, the halakha does not apply. Or perhaps the halakha applies to a gift as well, as, were it not for some benefit that the donor derives from the recipient, he would not have given him the gift. And therefore this loss to the recipient is considered to be like the loss to buyers and payment of the debt is not collected from the recipient of the gift when the debtor still has property in his possession.

⁶⁷ Mar Kashisha, son of Rav Ḥisda, said to Rav Ashi: Come and hear what was taught in a baraita (Tosefta, Bava Batra 9:6): If a person on his deathbed said: Give two hundred dinars to so-and-so, and three hundred to so-and-so, and four hundred to so-and-so, in this case one does not say that whoever appears first in the deed acquires his money first. Therefore, if a promissory note emerged against the one who gave the gifts, and it becomes clear that the money given was pledged to a creditor, then the creditor collects from all of them.

⁶⁸ But if the person on his deathbed said: Give two hundred dinars to so-and-so, and after him to so-and-so, and after him to so-and-so, then one says: Anyone who appears first in the deed acquires his money first. Therefore, if a promissory note emerged against him, the creditor first collects from the last one of the recipients. If he does not have enough to repay the debt, he collects from the previous person. If he does not have enough to repay the debt, he collects from the person listed before the previous person.

⁶⁹ The Gemara infers: And this is the halakha even if the property given to the first recipient is intermediate-quality land and the property given to the last recipient is inferior-quality land. Although a creditor is entitled to collect his debt from intermediate-quality land, the creditor in this case collects from inferior-quality land, as he collects from the last person to receive his gift, and he does not collect from the intermediate-quality land given to the first recipient. Conclude from the baraita that the Sages also instituted this ordinance in the case of a gift, and that payment of a debt is not collected from lien property that has been given as a gift to a third party when the debtor still has property that has not been sold or given away as a gift. The reason is that the second gift is considered to be unsold property in relation to the first gift because, when the first gift was given, the second gift was still in the donor's possession.

⁷⁰ The Gemara rejects this proof: With what are we dealing here? We are not dealing here with a person on his deathbed who is distributing monetary gifts, but rather with a debtor who is dividing

his money between his various creditors. The Gemara raises an objection: But didn't the person on his deathbed say: Give the money to so-and-so, a formulation that indicates that he is granting a gift? The Gemara answers that what this means is: Give this money as payment for my debt.

⁷¹ The Gemara asks: If so, why should the recovery of the debts depend upon the wording of the debtor's instructions? But let us see whose promissory note was written first, as it is he who collects first. The Gemara answers: We are dealing with a case where there is no promissory note, e.g., where the creditors lost their deeds. The Gemara raises an objection: But didn't it say in the baraita: Whoever appears first in the deed? This indicates that there is in fact a deed. The Gemara answers: The reference here is not to the promissory notes but to the testamentary deed drawn up by the person on his deathbed.

⁷² And if you wish, say: The baraita is referring also to a case of a gift, and even if the mishna's ordinance does not apply to lien property that had been given away as a gift, the halakha that the creditor collects from the last recipient is not difficult, as what is the meaning of the words: He collects from the last recipient? This means that it is only the last recipient who really loses, as the creditor can collect from intermediate-quality land wherever it is, even if it is in the possession of the first recipient. But after the creditor collects what is due him, the recipients of the gifts distribute the remaining property, in accordance with the order set down in the donor's testament. Therefore, it will always be the last recipient who loses and no one else.

⁷³ And if you wish, say: The baraita is referring to a case where all of the properties are of equal quality. There is no reason to collect specifically from the first recipient because he has intermediate-quality land as opposed to the last recipient who does not. In such a case, the debt is collected first from the last recipient. Therefore, there is no proof from here that the mishna's ordinance applies even to lien property that had been given away as a gift.

⁷⁴ § The mishna teaches: The court does not appropriate lien property that has been sold to a third party for the consumption of produce. If one appropriated a field and sold it, and the buyer worked the land, improved it, and grew produce on it, and then the owner came and took back his field together with the produce, the buyer cannot collect the value of the produce from property that the robber sold to another person. The Gemara asks: What is the reason for this? Ulla says that Reish Lakish says: This is because the produce is not written in the deed of sale. The obligation of a seller to reimburse the buyer if the field he sells him is repossessed by a prior owner or creditor is dependent upon the obligation recorded in the deed of sale. His obligation of reimbursement with regard to the produce is therefore treated like a loan by oral agreement, which is not a matter of public knowledge, and those who subsequently purchased land from the robber are not obligated to pay for debt incurred in a loan by oral agreement, as they had no way to know about it at the time of their purchase.

⁷⁵ Rabbi Abba said to Ulla: But isn't the sustenance of a man's wife and daughters considered as if it were written, as even if it is not explicitly recorded in the marriage contract it is one of the fixed stipulations of a marriage contract that are imposed by the court? It is known that a man is obligated to provide for the sustenance of his wife and daughters, and yet the mishna teaches: Payment for the sustenance of a man's wife and daughters cannot be collected from the husband's lien property.

⁷⁶ Ulla said to him: There, with regard to sustenance of a man's wife and daughters, the Sages instituted it like this from the outset: It is considered as if it were written with regard to unsold

property that is still in the man's possession, so that sustenance can be collected from such property, but it is not considered as if it were written with regard to lien property that has been sold to another party.

⁷⁷ And similarly, Rabbi Asi says that Rabbi Yoḥanan says with regard to the mishna: Why can't the payment for the consumption of produce be collected from property that the robber sold to another person? It is because the produce is not written in the purchaser's deed of sale. Rabbi Zeira said to Rav Asi: But isn't the sustenance of a man's wife and daughters considered as if it were written in the marriage contract, and yet the mishna teaches: Payment for the sustenance of a man's wife and daughters cannot be collected from the husband's lien property? Rav Asi said to him: The Sages instituted it like this from the outset: Sustenance is considered as if it were written with regard to unsold property that is still in the man's possession, so that sustenance can be collected from such property, but it is not considered as if it were written with regard to lien property that has been sold to another party. This concludes the discussion of one reason for the halakha in the mishna.

⁷⁸ Rabbi Ḥanina says that it is for a different reason that payment for the consumption of produce cannot be recovered from property that the robber sold to another person: It is because the produce is not of a fixed amount, i.e., it could not be known at the outset how much produce would grow on the field or what its value would be. The Sages instituted that any obligation that is not of a fixed amount cannot be collected from property sold to another person, because the purchaser of the lien property cannot assess the risk he is assuming of having another person come to collect compensation from that property for a loss he has suffered.

⁷⁹ A dilemma was raised before the Sages: According to the opinion of Rabbi Ḥanina, in order to collect from lien property, is it necessary that the obligation be both of a fixed amount and also written? If so, this would indicate that Rabbi Ḥanina adds another requirement in addition to that of Rabbi Yoḥanan.

⁸⁰ Or perhaps, in order to collect from lien property, it suffices that the obligation be of a fixed amount, even if it is not written?

⁸¹ The Gemara suggests: Come and hear an answer to this question from what was stated, that the amora'im disagree about the following issue: There is a case of one who died and left two daughters and a son, and the first daughter went ahead and took one-tenth of the estate as her dowry, as sons are obligated to sustain their deceased father's daughters until they reach majority or become betrothed and to give them part of his estate as a dowry, as daughters do not inherit when there are sons; but the second daughter did not manage to collect her tenth of the estate for her dowry before the son died. Therefore, the entire estate fell to the two daughters, who then divide it between themselves, and there is a dispute as to how they divide the estate.

⁸² Rabbi Yoḥanan says: The second daughter forfeited her one-tenth of the estate, and therefore she cannot demand that she should first receive one-tenth of the estate as her dowry, as did her sister, and that only afterward they divide what remains of the estate equally between themselves. And Rabbi Ḥanina said to him: Did they not say even more than this, that if the brother sold off property belonging to his father's estate, payment for the daughter's dowry can be appropriated from the buyer, but payment for her sustenance cannot be appropriated from him? If the father's estate is lien to his daughter's dowry, so that she can collect her dowry even from a third party who bought

the property from the son, she should be able to collect it from her father's estate before it is divided up between the daughters. And you say that the second daughter forfeited her one-tenth of the estate?

⁸³ The Gemara tries to draw a conclusion with regard to the question that was raised previously: But isn't the dowry mentioned by Rabbi Ḥanina, i.e., the dowry to which an orphan daughter is entitled from her father's estate, of a fixed amount, i.e., one-tenth of the estate, and it is not written? And nevertheless, according to Rabbi Ḥanina, it can be appropriated from lien property that has been sold to another party.

⁸⁴ The Gemara rejects this argument: A dowry is different, since it generates publicity. If one dies and is survived by daughters, everyone knows that a portion of his estate is pledged for their dowries. Therefore, the obligation is considered to be as if it were written. In other situations, it might be necessary according to Rabbi Ḥanina that the obligation be both of a fixed amount and written.

⁸⁵ Rav Huna bar Manoah raised an objection from a mishna (Ketubot 101b) that addresses the case of a woman who was married to a man with whom she had stipulated that he would sustain her daughter from a previous marriage. After receiving a divorce from him, she married a different man with whom she made the same stipulation, so that the stepdaughter receives sustenance from the two husbands. That mishna states: If the husbands died, then their own daughters, even from that same woman, are sustained only from the unsold property in their estate. This accords with the halakha taught in the mishna above (48b).

⁸⁶ The mishna in Ketubot continues: But the stepdaughter is sustained even from lien property that had been sold to a third party. This is due to the fact that her legal status is like that of a creditor, and therefore she has the right to collect her debt from property formerly owned by her stepfather, her debtor. This is difficult according to both opinions, as the stepdaughter's sustenance is appropriated from lien property that has been sold to another person, despite it being neither a fixed amount nor written.

⁸⁷ The Gemara answers: With what are we dealing here? We are dealing with a case where the mother acquired the right to the daughter's sustenance from his possession, i.e., where they performed an act of acquisition confirming the stipulation. Consequently, it is considered as though the stipulation had been written and publicized, and so the property of the two husbands is lien for the stepdaughter's sustenance.

⁸⁸ The Gemara asks: If that is so, that the mishna is referring to a case where they performed an act of acquisition, then the deceased's own daughters as well should be entitled to collect their sustenance from lien property that has been sold to a third party. The Gemara rejects this argument: The mishna is referring to a case where the mother acquired the right to sustenance on behalf of this one, the stepdaughter, but did not acquire the right to sustenance on behalf of the other daughters.

⁸⁹ The Gemara asks: What is the reason for the decision of the tanna to record the halakha in a case where the mother acquired the right for this one but not for that one? The Gemara explains: With regard to his wife's daughter from her previous marriage, who was alive at the time of the act of acquisition, i.e., when he gave the mother her marriage contract, the act of acquisition is effective for her. With regard to his own daughter from this mother, who was not alive at the time of the act of acquisition, the act of acquisition is not effective for her.

⁹⁰ The Gemara raises an objection: Are we not dealing here even with a case where both of them were alive at the time of the act of acquisition? And what are the circumstances? It is a case where after she was married to him and had a daughter from him, he divorced her and later remarried her, at which time an act of acquisition was performed to confirm the stipulation with regard to sustenance. As his own daughter was alive at the time, why is the act of acquisition not effective for his own daughter's sustenance as it is for that of his stepdaughter?

⁹¹ Rather, the difference between them is as follows: With regard to his own daughter, who eats, i.e., is sustained, from his estate based on a stipulation of the court, as the daughter's right to sustenance from her father's estate is an inseparable part of her mother's marriage contract, the act of acquisition that was performed is not effective for her, because her entitlement is derived from a different source, the stipulation of the court. With regard to his wife's daughter, who eats from his estate not based on a stipulation of the court, as her entitlement is based on the explicit stipulation made between the husband and the wife, the act of acquisition is effective for her and enables her to collect her sustenance even from lien property that has been sold to a third party.

⁹² The Gemara challenges this explanation: But is a right that is rooted in two sources, both a stipulation of the court and an act of acquisition, inferior to a right that is rooted in an act of acquisition alone? The act of acquisition is in addition to the stipulation of the court, and should be effective for her as well. Rather, this is the difference between them: With regard to his own daughter, since his daughter eats from his estate based on a stipulation of the court, say that perhaps he already gave her money during his lifetime for her sustenance. Since there is uncertainty, she cannot recover her sustenance from lien property, even if an act of acquisition was performed to confirm the stipulation. With regard to the stepdaughter, there is no concern that perhaps he already gave her the money while he was alive. Therefore, if an act of acquisition was performed, she can collect her sustenance even from lien property that has been sold to another.

⁹³ The Gemara continues its discussion with regard to collection from lien property that has been sold to a third party: Come and hear what Rabbi Natan said: When do we say that if one appropriated a field and sold it, and the buyer worked the land and enhanced it, and then the initial owner from whom the field had been appropriated reclaimed the property, the buyer can recover the increase in value of the field resulting from his enhancements only from unsold property in the robber's possession but not from lien property that has been sold to another party? This is said when the purchase of the second buyer, i.e., the party who purchased the property that rightfully belonged to the robber, preceded the enhancements made by the first buyer to the appropriated property he purchased from the robber.

⁹⁴ But if the enhancements made by the first buyer preceded the acquisition of the second buyer, then he can collect the increase in value of the field resulting from his enhancements even from lien property that has been sold to the second buyer. Apparently, he cannot collect the increase in value from lien property because the enhancements did not precede the sale of the other field, not because the increase in value is not of a fixed amount or written in a deed.

⁹⁵ The Gemara answers: Proof cannot be brought one way or the other from this baraita, since the issue is the subject of a dispute between tanna'im, as it is taught in another baraita: The court does not appropriate payment from lien property that has been sold to a third party for the consumption of produce or for the enhanced value of land or for the sustenance of a man's wife and daughters. The

reason why one cannot collect these debts from lien property is for the betterment of the world, because all these obligations are not written in any deed. If purchasers are at risk of losing the land they purchased to pay debts of the seller that had not been written, they will have no way to protect themselves, and no one will purchase land.

⁹⁶ The baraita continues: Rabbi Yosei said: And what betterment of the world is there in this, in stating that the reason the land is not appropriated is only because the debt was not written? But isn't the real reason that these obligations cannot be collected from lien property is that they are not of a fixed amount? No one would be willing to purchase land if the land were lien to an unlimited debt. It is clear in this baraita that the criteria for collection from lien property that has been sold to a third party are subject to a tannaitic dispute.

⁹⁷ § The mishna teaches: And it was further instituted that one who finds a lost item and returns it to its rightful owner is not required to take an oath that he did not keep any part of the lost item for himself. This ordinance was also instituted for the betterment of the world. Rabbi Yitzhak says: If the owner of the lost item brings a claim against the finder, saying: You found two money pouches tied together that belong to me, and the other person says: I found only one pouch, then the finder takes an oath, similar to anyone who admits to part of a claim. If the owner claims: You found two oxen tied together that belong to me, and the other person says: There was only one ox, the finder is not required to take an oath.

⁹⁸ The Gemara explains: What is the reason for the difference between the two cases? It is that oxen become detached from each other. Consequently, it is possible that when the oxen were lost, there had been two that were tied together, but afterward they became separated and the finder found only one. By contrast, pouches do not become detached from each other. Since the finder admits that he found one of them, it stands to reason that he actually found both of them.

⁹⁹ Rabbi Yitzhak also says: If the owner of the lost item says to the finder: You found two tied oxen, and the other person says: I found two oxen, but I already returned one of them to you, then the finder takes an oath.

¹⁰⁰ A question may be raised against these rulings of Rabbi Yitzhak: But does Rabbi Yitzhak not accept the halakha stated in the mishna that one who finds a lost item is not required to take an oath, this being an enactment instituted for the betterment of the world?

¹⁰¹ The Gemara answers: Rabbi Yitzhak stated his opinion in accordance with the opinion of Rabbi Eliezer ben Ya'akov, as it is taught in a baraita (Tosefta, Shevuot 5:10) that Rabbi Eliezer ben Ya'akov says: There are times when a person takes an oath about his own claim. How so? One says to another: One hundred dinars of your deceased father's was in my possession, as I had borrowed that sum from him. And I already paid him part [peras] of it, but I still owe you fifty dinars. In this case, he is not believed unless he takes an oath that he repaid the half, like anyone who admits to part of a claim. And this is an example of a case where one takes an oath about his own claim. Although nobody has claimed anything from him, he still takes an oath on the basis of his own statement.

¹⁰² But the Rabbis say: In such a case, the borrower is regarded only as someone who is returning a lost item, and therefore he is exempt from an oath. Rabbi Yitzhak's position is similar to that of Rabbi Eliezer ben Ya'akov. Since the finder says that he found only half of what the owner claims was lost, he is treated like someone who admits to part of a claim and therefore takes an oath.

¹⁰³ The Gemara asks: But does Rabbi Eliezer ben Ya'akov not maintain that someone who returns a lost item is exempt from an oath? Rav says: The case in dispute between Rabbi Eliezer ben Ya'akov and the Rabbis is not one where nobody has claimed anything from the borrower, as in such a case all agree that the borrower is exempt from taking an oath. Rather, it is a case where the creditor has died, leaving a child as his heir, and this minor confronts the borrower and claims a hundred dinars from him, which he alleges was lent by his late father. The other admits to having borrowed the money but claims that he already repaid half the sum. Since he admits to part of the claim, he takes an oath that he did repay the other part.

¹⁰⁴ The Gemara asks: Does the claim of a minor have any substance? But didn't we learn in a mishna (Shevuot 38b): One does not take an oath in response to the claim of a deaf-mute, an imbecile, or a minor, as the claim of one who lacks halakhic competence has no significance whatsoever. According to this, if a minor brought a claim against the borrower, it is as though there were no claim at all but only the borrower's admission, and so the borrower should be exempt from taking an oath.

¹⁰⁵ The Gemara answers: To which kind of minor was Rav referring? It was to an adult son of the creditor. And why does Rav call him a minor, if he is in fact an adult? It is as with regard to his father's affairs he is like a minor. He does not know with certainty how much money the borrower repaid but merely says that he thinks he owes his father more.

¹⁰⁶ The Gemara asks: If that is so, that we are dealing with a case where the deceased creditor's adult son made a claim against the debtor, how can Rabbi Eliezer ben Ya'akov say about this claim that it is his own claim? Is this an oath taken about his own claim? It is an oath taken about the claim of others, i.e., the son. The Gemara answers: Rabbi Eliezer ben Ya'akov calls it an oath taken about one's own claim, although it is really the claim of others, because it is his own admission that obligates him to take the oath.

¹⁰⁷ The Gemara objects: All claims that lead to the oath of one who admits to part of the claim are also a combination of the claim of others and the defendant's own admission. Rather, Rabbi Eliezer ben Ya'akov and the Rabbis disagree with regard to the following explanation given by Rabba, as Rabba says: For what reason did the Torah say that one who admits to part of the claim brought against him takes an oath with regard to the rest of the claim, which he denies, whereas one who denies the entire claim is not required to take an oath? Rabba answers: The oath of partial admission is based on a presumption with regard to the defendant's behavior. There is a presumption that a person would not be so brazen as to stand before his creditor and deny his debt when his creditor knows that he is lying.

¹⁰⁸ Rabba continues: And this one who admits to part of the claim would want to deny all of it, and the only reason he does not deny all of it is because a person would not be so brazen before his creditor. And in fact, he would want to admit to all of the claim to him. And the reason that he did not admit the whole claim to him and say that in fact he owes him the entire sum is that he was evading his obligation temporarily. The debtor is short of money and he thinks: I will pay my creditor as much as I can afford now, and I will evade paying the rest until I have enough money, and then I will repay him the rest, to which I have not yet admitted. Therefore, the Merciful One states: Impose an oath on the debtor in order to induce him to admit all of the debt to the creditor.

¹⁰⁹ Following Rabba's reasoning, the difference of opinion between Rabbi Eliezer ben Ya'akov and the Rabbis can be explained as follows: Rabbi Eliezer ben Ya'akov holds that there is no difference

between the creditor himself and the creditor's son, as in all cases the debtor would not be so brazen as to deny his debt. Therefore, the debtor is not considered like someone who is returning a lost item. Rabbi Eliezer ben Ya'akov maintains that Rabba's reasoning applies in this case as well, so he is required to take an oath. And the Rabbis hold that he would not be so brazen as to deny a debt before the creditor himself, but toward his creditor's son he would be brazen and deny the claim completely. And since he was not so brazen as to deny the entire claim, but admitted to part of it, he is considered like someone returning a lost item, and therefore he is exempt from taking an oath.

¹¹⁰ MISHNA: With regard to orphans who are living with a homeowner who takes care of all their needs and affairs, even if neither their father nor the court officially appointed him to this task, or if their father appointed a steward [apotropos] for them, this person is obligated to tithe their produce.

¹¹¹ With regard to a steward who was appointed by the orphans' father, when he returns all of the property to the orphans upon their reaching adulthood, he takes an oath that he took nothing of theirs for himself. By contrast, if the court appointed him to serve as a steward for them, then he is not required to take such an oath. Abba Shaul says: The matters are reversed. A steward appointed by the court takes an oath, but a steward appointed by the orphans' father is not required to do so.

¹¹² GEMARA: The mishna teaches that a steward is obligated to tithe the produce of the orphans in his charge. The Gemara raises a contradiction from a baraita that expounds a verse dealing with the teruma of the tithe, given by a Levite to a priest: "Thus you, also you, shall offer a gift to the Lord" (Numbers 18:28). The emphasis placed on the word "you" teaches as follows: "You" separate teruma, but not partners, meaning that one partner may not separate teruma on behalf of the other. "You" separate teruma, but not sharecroppers. "You" separate teruma, but not stewards, and "you" separate teruma, but not one who separates teruma from produce that is not his. How, then, can the mishna say that a steward is able to, and is even required to, tithe the produce of the orphans in his charge, when that produce does not belong to him?

¹¹³ Rav Ḥisda said that this is not difficult: Here the mishna is dealing with a steward who tithes the orphans' produce in order to feed it to them. Since he is not permitted to feed them untithed produce, the Sages allowed him to tithe that which he gives them to eat. There the baraita is referring to produce that is not needed for the orphans' sustenance; rather, the steward wishes to put it aside in a tithed state. Since he is not the owner of the produce, he lacks the authority to tithe it.

¹¹⁴ And it is taught in a baraita (Tosefta, Terumot 1:10) that this distinction is made based on whether the steward intends to feed the produce to the orphans or store it: Stewards can separate teruma and tithes from the produce of the orphans in their charge in order to feed the produce to them, but not with the intention to put it aside. And stewards may sell the orphans' possessions for them as follows: Cattle, male and female slaves, houses, fields, and vineyards, in order to feed the orphans, so that they will have something to eat immediately, but not with the intention to put aside the proceeds for future use. And they may also sell produce, wine, oil, and flour for them in order to feed them, but not with the intention to put aside the proceeds for a later date.

¹¹⁵ The baraita continues: And stewards make the following items that are required for the fulfillment of a mitzva for the orphans, from their property: A lulav, a willow branch, a sukka, ritual fringes, and any item used for a mitzva that involves a fixed expense. The Gemara notes that the words: Any item used for a mitzva, serve to include a shofar. And they may purchase a Torah scroll, phylacteries, mezuzot, and any other item used for a mitzva that involves a fixed expense. The

Gemara comments that these last words serve to include a Megilla, the Scroll of Esther, read on Purim.

¹¹⁶ The baraita continues: But stewards may not undertake to give charity on behalf of orphans, and they may not redeem captives on their behalf with their property. Nor may they do anything with the orphans' property that does not involve a fixed expense. The Gemara explains that this last phrase serves to include that which is brought to comfort mourners. A steward may not use property belonging to the orphans in his charge for this purpose.

¹¹⁷ The baraita continues: And stewards are not permitted to involve themselves in litigation, if the purpose is to accept an obligation or to secure gain for the property of the orphans. The Gemara asks: Why may they not enter into litigation to secure gain? The Gemara clarifies: Rather, this means that stewards are not permitted to involve themselves in litigation in which they will accept financial obligation upon the orphans' estate, even if they do so in order to ultimately secure gain for the property of the orphan.

¹¹⁸ The baraita continues: And stewards are not permitted to sell a field belonging to the orphans that is located in a distant place and use the proceeds to redeem a field that their father had sold in a nearby place, although this is ordinarily considered to be a favorable exchange. Similarly, stewards are not permitted to sell a bad field and use the proceeds to redeem a good one. The Gemara explains: What is the reason for this? The reason is that perhaps the bought fields will become blighted, and it will turn out that the steward has caused the orphans a loss with his purchase.

¹¹⁹ The baraita continues: And stewards are not permitted to sell fields belonging to the orphans and use the proceeds to purchase slaves. But they may sell the orphans' slaves and use their proceeds to purchase fields, as land is considered to be a more stable asset. Rabban Shimon ben Gamliel says: Stewards may not even sell slaves and use the proceeds to purchase fields. The Gemara explains: What is the reason for this? Perhaps it will turn out that the property is not secure [meshappeyan], the ownership of the fields being contested by others, and consequently the steward will have made matters more complicated for the orphans as a result of his purchase.

¹²⁰ The baraita continues: And stewards are not permitted to free slaves belonging to the orphans in their charge, even if it is necessary to do so for any reason. But they may sell them to others, and then those others may free them. Rabbi Yehuda HaNasi says: I say that even he, the slave himself, may give his own monetary value to the steward and thereby go free, due to the fact that it is as if the steward sold the slave to the slave himself. It is irrelevant whether it is some other person or the slave himself who pays his purchase price.

¹²¹ The baraita continues: And the steward must calculate with the orphans in the end, when they reach adulthood and he hands over the property to them. At that time, he calculates all of the expenses and income generated by their property during the period that he served as steward. Rabban Shimon ben Gamliel says: He is not required to do so, as the court relies on his integrity. The court does not appoint women, slaves, or minors as stewards, but if the father of the orphans appointed one of them as his orphans' steward, he has permission to do so.

¹²² It is related that there was a certain steward who was in Rabbi Meir's neighborhood who was selling land belonging to the orphans and purchasing slaves with the proceeds, and Rabbi Meir did not allow him to do this, as the practice is contrary to halakha. They showed him in his dream the words: I wish to destroy and you build? He understood this as a sign that God wanted the orphans to

suffer financial collapse, and therefore it would be preferable to allow the steward to continue his practice. Even so, Rabbi Meir paid no heed to his dream, and said: Words appearing in dreams do not bring up and do not take down; they should not be taken into consideration.

¹²³ Apropos an incident involving Rabbi Meir, the Gemara relates another story about him: There were two people who, incited by Satan, would argue with each other every Friday afternoon at twilight. Rabbi Meir happened to come to the place where they argued. He stopped them from fighting three Friday afternoons at twilight, until finally he made peace between them. He then heard Satan say: Woe, that Rabbi Meir removed that man, Satan, from his house. This indicates that Satan himself lives among those who have discord.

¹²⁴ It is related that there was a certain steward of orphans who was in the neighborhood of Rabbi Yehoshua ben Levi who was selling land and buying oxen on behalf of the orphans, and he did not say anything to the steward to the effect that he was acting improperly. The Gemara explains that Rabbi Yehoshua ben Levi holds in accordance with the opinion of Rabbi Yosei, as it is taught in a baraita that Rabbi Yosei said: In all my days, I did not call my wife: My wife, nor my ox: My ox. Rather, I called my wife: My home, because she is the essence of my home, and I called my ox: My field, because the primary force behind enhancements to the field is the ox that plows it. Similarly, Rabbi Yehoshua ben Levi maintains that purchasing oxen to work the land is considered like purchasing land itself and that consequently a protest should not be raised against the steward, who sold land belonging to the orphans in order to purchase oxen with the proceeds.

¹²⁵ It is further related that certain orphans who lived with an old woman had an ox, and she took it and sold it on their behalf. Relatives of those orphans came before Rav Naḥman and said to him: What is she doing selling the orphans' property? Who authorized her to do so? Rav Naḥman said to them: We learned from the phrase in the mishna: If orphans are living with a homeowner, that official appointment as a steward is not necessary. The fact that the orphans lived with the woman and she took care of them sufficed to bestow upon her the authority of a steward.

¹²⁶ The relatives continued with their objection to the sale: But didn't the animal afterward increase in value, which is reason to invalidate the transaction? Rav Naḥman answered: The animal increased in value while in the possession of the buyer, and this is not considered as a loss suffered by the orphans. The relatives said to him: But they did not yet receive the money, and consequently the sale was incomplete.

¹²⁷ Rav Naḥman said to them: If so, this is what Rav Ḥanilai bar Idi says that Shmuel says, as Rav Ḥanilai bar Idi says that Shmuel says: Orphans' property is like consecrated property and is fully acquired only with the transfer of money. Since they did not yet receive the money, they can raise the purchase price or renege on the entire sale.

¹²⁸ Similarly, it is related that those who came to buy the wine of Rabbana Ukva the orphan pulled it into their possession after having agreed on a purchase price of four dinars per barrel. But before the buyers actually paid for the wine, it increased in value and its price stood at six dinars per barrel. The parties came before Rav Naḥman for a ruling on the matter. He said to them: This is subject to what Rav Ḥanilai bar Idi said, as Rav Ḥanilai bar Idi says that Shmuel says: Orphans' property is like consecrated property, and is fully acquired only with the transfer of money. Consequently, the buyers pay the current, higher price or the sale can be rendered void.

¹²⁹ The Gemara records several additional laws relating to this topic: If the buyers pulled into their possession produce belonging to orphans but did not yet pay for it, and afterward the produce increased in value, this is subject to what Rav Ḥanilai bar Idi said: Orphans' property is fully acquired only with the transfer of money, and until payment is made the transaction can still be rendered void. But if the produce decreased in value, and the buyers wish to renege on the sale, one can argue: Just as it is said that the power of an ordinary person should not be greater than that of the Temple treasury, so too, the power of orphans should not be less than that of other people. Since the buyers pulled the orphans' property into their possession, thereby performing an act of acquisition, the sale is valid and the buyers cannot retract.

¹³⁰ If the steward pulled produce into his possession on behalf of the orphans, but did not yet pay for it, and afterward it increased in value, then just as the power of an ordinary person should not be greater than that of the Temple treasury, so too, the power of orphans should not be less than that of other people. Therefore, the orphans acquire the produce based on its price at the time the steward pulled it into their possession. But if the produce decreased in value, and now the steward wishes to cancel the sale, the students in the study hall understood from here that this is included in what Rav Ḥanilai bar Idi said, that transactions involving orphans are completed only with the transfer of money, and therefore the steward can renege on the sale and acquire the produce at the lower price.

¹³¹ Rav Sheisha, son of Rav Idi, said to them: This would be bad for the orphans were they treated in this manner, as they might at times need produce and nobody will give it to them before they actually pay the money. It is preferable for them to be treated like other buyers, who finalize their acquisition when they pull the produce into their possession.

¹³² If the orphans gave money for the purchase of produce but did not yet physically transfer it into their possession, and afterward the produce decreased in value, then one applies the principle that the power of an ordinary person, the seller, should not be greater than the Temple treasury. Therefore, the orphans can renege on the purchase, as an act of acquisition has not yet been performed. But if the produce increased in value, and the orphans wish to uphold the sale, the students in the study hall understood from here that this is included in what Rav Ḥanilai bar Idi said, that transactions involving orphans are completed with the transfer of money, and therefore the orphans acquire the produce at the lower price.

¹³³ Rav Sheisha, son of Rav Idi, said to them: This would be bad for the orphans were they treated this way,

¹³⁴ as the sellers will come to say to them: Your wheat was burned in the upper story of my house, and you have lost everything. If a fire breaks out, the sellers will not attempt to save the produce because they already received payment for it and it now belongs to the orphans.

¹³⁵ If buyers gave the orphans money for the purchase of produce, but did not yet physically transfer it into their possession, and afterward the produce increased in value, then one applies the principle that the power of an ordinary person should not be greater than that of the Temple treasury, and therefore the orphans can renege on the sale, as a valid act of acquisition had not yet been performed. If the produce decreased in value, and the orphans wish to uphold the sale, the students understood from here that this is subject to what Rav Ḥanilai bar Idi said, that transactions involving orphans are finalized with the transfer of money, and therefore the orphans should acquire the produce at the lower price.

¹³⁶ Rav Sheisha, son of Rav Idi, said to them: This would be bad for the orphans were they treated this way, as there may be times that the orphans need money and no one will give it to them before they actually give them the produce. Consequently, it is preferable for them to be treated like other sellers, who finalize their sales only once the merchandise is pulled by the buyers.

¹³⁷ § Rav Ashi said: Rav Kahana and I signed a deed of sale for the mother of Ze'eira the orphan, who, as the child's steward, sold land without first making a public announcement in order to pay the head tax [karga]. It was permitted for her to act in this manner due to what the Sages of Neharde'a said: When an orphan's property is sold, a public announcement of the sale is first made in order to ensure that the seller will receive the highest price. But when the property is sold to raise money for the payment of the head tax, or to provide for sustenance for orphans, or to pay for burial of the deceased, the money is needed immediately, so the property may be sold even without a public announcement.

¹³⁸ The Gemara relates: Amram the dyer was a steward for orphans, and the orphans' relatives once came before Rav Nahman and said to him: He dresses and covers himself with clothing purchased from the property of the orphans. Rav Nahman said to them: Perhaps he does this in order that his words be heard, meaning that he dresses himself in finery at the orphans' expense in order to better manage their property, as he will be ignored if he appears to be a poor person.

¹³⁹ They said to him: He eats and drinks lavishly from the orphan's property and is not known to be rich enough to be able to afford such large expenditures from his own money. Rav Nahman said to them: Say that perhaps he found a lost item, with the help of which he can allow himself to maintain a high standard of living. They said to him: But he is damaging the orphans' property and thereby causing them financial loss. Rav Nahman said to them: Bring me witnesses that he is damaging their property and I will remove him from his stewardship, as our colleague Rav Huna said in the name of Rav that in the case of a steward who damages the property of the orphans, the court removes him. As it was stated: With regard to a steward who damages orphans' property, Rav Huna says that Rav says: The court removes him. In the school of Rabbi Sheila they say: The court does not remove him. The Gemara concludes: And the halakha is that the court removes him.

¹⁴⁰ § The mishna teaches: With regard to a steward who was appointed by the orphans' father, when he returns all of the property to the orphans upon their reaching adulthood, he takes an oath that he took nothing of theirs for himself. The Gemara explains: What is the reason for this? If the steward had not received some benefit from the father during his life, he would not have agreed to become a steward for his children. And he will not come to avoid becoming a steward merely because of an oath that the court will impose upon him some time in the future

¹⁴¹ The mishna then teaches: By contrast, if the court appointed him to serve as a steward for them, then he is not required to take such an oath. The Gemara explains: The reason for this is that it is merely a favor that the steward does for the court, as he derives no benefit from accepting the position. And if you also cast an obligation upon him to take an oath, he will come to avoid becoming a steward, and the orphans will suffer a loss, as people will not be willing to administer their affairs.

¹⁴² The mishna then teaches: Abba Shaul says: The matters are reversed; it is not a steward appointed by the orphans' father but a steward appointed by the court who takes an oath. The Gemara clarifies Abba Shaul's opinion: What is the reason that if the court appointed the steward, he takes an oath?

Since he derives a certain benefit from his appointment, that publicity is generated about him that he is a trustworthy man, as is demonstrated by the fact that the court relies upon him and appoints him to a position of responsibility, he will not come to avoid becoming a steward merely because of an oath that the court will impose upon him.

¹⁴³ By contrast, if the orphans' father appointed him as a steward, he is not required to take an oath. Why so? It is merely a favor that these people do for each other. And if you cast an additional obligation upon the steward to take an oath, he will come to avoid accepting the position, and the orphans will suffer a loss, as people will not be willing to administer their affairs. Rav Ḥanan bar Ami says that Shmuel says: The halakha is in accordance with the opinion of Abba Shaul.

¹⁴⁴ It is taught in a baraita that Rabbi Eliezer ben Ya'akov says: Both this one, a steward appointed by the father, and that one, a court-appointed steward, take an oath, and the halakha is in accordance with his statement.

¹⁴⁵ Rav Taḥalisa, from the West, Eretz Yisrael, taught a baraita before Rabbi Abbahu: In the case of a steward who was appointed to that position by the father of the orphans, he takes an oath when the orphans reach adulthood and he returns the property to them, because he receives payment, i.e., he derives a certain benefit from managing the orphans' property. Rabbi Abbahu said to him: Did you bring a kav and measure how much the steward earns from his efforts? Rather, say that he takes an oath because it is as if he received payment. Presumably he agreed to serve as the orphans' steward because of a benefit that he derived from their father during his lifetime, and consequently it is as if he received payment for accepting the stewardship.

¹⁴⁶ MISHNA: With regard to one who renders another's food ritually impure, or one who mixes teruma with another's non-sacred produce, or one who pours another's wine as a libation before an idol, in each of these cases causing the other a monetary loss, if he acted unintentionally, he is exempt from paying for the damage. If he acted intentionally, he is liable to pay.

¹⁴⁷ GEMARA: It was stated that the amora'im disagreed with regard to the meaning of the word pours mentioned in the mishna. Rav says: It means that he actually takes the wine and pours it as a libation before an idol. And Shmuel says: It means that he mixes together kosher wine with wine that had been used in rites of idolatry, so that now it is prohibited to drink or derive any other benefit from the mixture.

¹⁴⁸ The Gemara asks: With regard to Shmuel, the one who says that it means mixing, what is the reason that he did not say that it means actually pouring? The Gemara answers: He could have said to you: One who has committed two or more transgressions with a single act is exempt from punishment for the less severe transgression. Consequently, one who committed an act warranting both court-imposed capital punishment and the payment of monetary compensation is put to death but is exempt from the monetary payment. Therefore, one who pours another's wine as a libation before an idol receives the greater punishment, i.e., the death penalty for transgressing the prohibition against idol worship, but he is exempt from the less severe penalty of monetary payment for the financial loss he caused the other person.

¹⁴⁹ And the other Sage, Rav, holds in accordance with the statement of Rabbi Yirmeya, as Rabbi Yirmeya says: One who pours another person's wine as a libation acquires it as his own from the time that he lifts it in order to take it for himself, as does any thief, and at that moment he becomes liable for the payment of monetary compensation. But he does not become liable to receive the death

penalty for violating the prohibition against idol worship until he actually pours the wine before the idol. Consequently, the monetary penalty takes effect first, and he also becomes liable to receive the death penalty afterward in a separate act.

¹⁵⁰ The Gemara asks: And according to Rav, the one who says that it means actually pouring, what is the reason that he did not say that it means mixing? The Gemara answers: He could have said to you: Mixing libation wine with kosher wine

¹⁵¹ is the same as mixing teruma with non-sacred produce, as both involve intermingling that which is forbidden with that which is permitted, so that the entire mixture becomes forbidden. There is no difference between these actions, so there would be no need to mention both of them in the mishna.

¹⁵² And the other Sage, Shmuel, holds that one who mixes teruma with another person's non-sacred produce is liable for a fine. And we do not derive a fine in one case from a fine stated in another case, even if the two cases are similar. Consequently, liability for the fine must be mentioned separately for each case.

¹⁵³ The Gemara asks: And according to the one who says that we do derive a fine in one case from a fine in another case, why do I need all these cases mentioned in the mishna, i.e., one who renders another person's food ritually impure, one who mixes teruma with another's non-sacred produce, and one who pours another person's wine in a rite of idolatry?

¹⁵⁴ The Gemara answers: All three rulings are necessary, as, had the mishna taught only the case of one who renders another's food impure, there are two possibilities: If it is referring to one who renders another's teruma non-sacred, then I would say that they imposed a penalty because he ruined it entirely, as it can no longer be consumed by anyone, neither a priest nor an ordinary Israelite. And if it is referring to one who renders another's non-sacred food impure, then I would say the fine is imposed because it is prohibited to cause impurity to non-sacred food in Eretz Yisrael. But in the case of one who mixes teruma with another's non-sacred produce, since he neither caused a substantial loss, as the mixture can still be sold to a priest, nor spread impurity in Eretz Yisrael, one might say that a fine is not imposed upon him.

¹⁵⁵ And had the mishna taught us only the case of one who mixes teruma with another person's non-sacred produce, I would say that a fine is imposed in that case, because mixing two different items together is a common occurrence. But concerning one who renders another person's food impure, which is uncommon, one might say that a fine is not imposed, as the Sages did not impose penalties in uncommon cases.

¹⁵⁶ And had the mishna taught us both the case of one who renders another person's food impure and the case of one who mixes teruma with another person's non-sacred produce, I would say that fines are imposed in both those cases, because there is no application of the principle that one who has committed two transgressions with a single act, each carrying its own punishment, receives the greater punishment of the two. Neither of these actions carries a punishment beyond paying the fine.

¹⁵⁷ But concerning one who pours another person's wine as a libation before an idol, where one does apply the principle that one who has committed two transgressions with a single act receives the greater punishment of the two for which he is liable, as he is liable to receive court imposed capital punishment for having transgressed the prohibition against idolatry, I would say that a fine is not imposed. Therefore, the mishna teaches us that he is in fact liable to pay the fine. And the reason for

this is in accordance with the statement of Rabbi Yirmeya, that since he acquired the wine from the moment he lifted it, he became liable to pay the fine before he became liable to receive court imposed capital punishment, and therefore he is subject to both punishments.

¹⁵⁸ The Gemara asks: And according to this version of the halakha that the father of Rabbi Avin taught (Tosefta 4:5): Initially the Sages would say that one who renders another person's food impure and one who pours another's wine as a libation before an idol are subject to a fine, and later they returned to say that even one who mixes teruma with another person's non-sacred produce is liable to pay a fine, why do I need all these cases? In this version, the halakha of one who mixes was added later. After the halakhot concerning one who renders another person's food impure and one who pours another's wine were taught, why could the halakha of one who mixes not be derived from those halakhot?

¹⁵⁹ The Gemara answers: All three rulings are necessary, as, had the baraita in the Tosefta taught us only the case of one who renders another person's food impure, I would say that a fine is imposed, because there is no application of the principle that one who has committed two transgressions with a single act, each carrying its own punishment, receives the greater punishment of the two. But with regard to one who pours another's wine as a rite in idolatry, where one does apply the principle that one who has committed two transgressions with a single act receives the greater punishment of the two for which he is liable, one might say that a fine is not imposed.

¹⁶⁰ And had the baraita taught us only the case of one who pours another's wine as a libation before an idol, I would say that they imposed a penalty because he ruined it entirely, as it is now prohibited for one to derive any benefit from it whatsoever. But for one who renders another person's food impure, which does not ruin it entirely, as one may derive benefit from it, e.g., by using it as fuel while it is being burned or by feeding it to his animal, one might say that a fine is not imposed.

¹⁶¹ And had the baraita taught us only these two cases, I would say that here they imposed fines because in each case there is a substantial loss. But with regard to one who mixes teruma with another person's non-sacred produce, where the loss he causes is minimal because the owner can still sell the mixture to priests at the price of teruma, one might say that a penalty is not imposed. Therefore, all three rulings are necessary.

¹⁶² § The mishna teaches: If one unintentionally committed one of these offenses, either rendering another's food impure, mixing teruma with another's produce, or pouring another's wine before an idol, he is exempt from paying for the damage. If he acted intentionally, he is liable to pay. Hizkiyya says: By Torah law, one who commits one of the offenses listed in the mishna, whether he did so unintentionally or intentionally, is liable to pay for the damage he caused, like any other person who causes damage. What is the reason for this? The reason is that even damage that is not evident is categorized as damage. One is liable for damage not only when the damage is evident, i.e., when he causes a change in the item's physical state, but also when the damage is not evident, i.e., when he causes a reduction in the item's value due to a change in its halakhic status, e.g., when he renders it impure.

¹⁶³ And what is the reason that the Sages said that if he committed one of these acts unintentionally he is exempt? This is so that the one who caused the damage will inform the injured party about what happened. If a fine were imposed even in a case where the damage is caused unintentionally, there would be a concern that the guilty party might not report the damage so as to avoid the penalty. In

such a situation the injured party will not know what happened, as the damage is not evident, and he will inadvertently use that which has become impure, mixed with teruma, or poured before an idol.

¹⁶⁴ The Gemara asks: If it is so that there is a concern about this, then he should be exempt from liability even if he committed one of these offenses intentionally, so that he will inform the owner of the item. The Gemara answers: Now, since it was his intention to cause him damage, will he not inform him? If he does not tell him, the other person will never know that he suffered damage. Consequently, he will certainly inform him of what he did and that his property is now subject to a prohibition, and there is no concern that the injured party will inadvertently come to transgress the prohibition. This is Ḥizkiyya's opinion.

¹⁶⁵ And Rabbi Yoḥanan says: By Torah law, one who commits one of the offenses listed in the mishna, whether he did so unintentionally or intentionally, is exempt from liability for the damage he caused. What is the reason for this? The reason is that damage that is not evident is not categorized as damage. And what is the reason that the Sages said that if he committed one of these acts intentionally he is liable? This is so that each and every person who has a grievance with his neighbor and wishes to cause him harm should not go and render impure the other person's pure foods, and say: I am exempt from liability.

¹⁶⁶ The Gemara raises an objection to the opinion of Ḥizkiyya from what we learned in a mishna (54b): With regard to priests who disqualified an offering through improper intention in the Temple, by expressing, while sacrificing the offering, the intention of sprinkling the blood of the offering, burning its fats on the altar, or consuming it after its appointed time, if they did so intentionally, they are liable to pay the value of the offering to its owner, who must now bring another offering. And it is taught with regard to this mishna that the Sages instituted this obligation for the betterment of the world, so that priests should not act in this manner toward people to whom they wish to cause harm.

¹⁶⁷ And if you say that damage that is not evident is nevertheless categorized as damage, it should have said that if they acted unintentionally they are exempt due to the betterment of the world. This is because according to Ḥizkiyya, if they acted intentionally they should be liable by Torah law for the damage they caused, and not by rabbinic ordinance instituted for the betterment of the world.

¹⁶⁸ The Gemara answers: That is also what the tanna is saying, and the mishna should be understood as follows: If they acted intentionally, they are liable, but if they acted unintentionally, they are exempt. And the reason that they are exempt is for the betterment of the world.

¹⁶⁹ Rabbi Elazar raised an objection based on what was taught: With regard to one who performs a task with the water of purification, i.e., water that is to be mixed with the ashes of the red heifer, which was used to purify people and objects that had contracted ritual impurity by contact with a corpse, or performed labor with the red heifer of purification, and by doing so he disqualifies it, he is exempt according to human laws but is liable according to the laws of Heaven. And if you say that damage that is not evident is nevertheless categorized as damage, then according to human laws he should also be liable.

¹⁷⁰ The Gemara comments that he, Rabbi Elazar, raised the objection and subsequently he himself resolved it: That which they said, that he performed labor with the red heifer, means that he placed it in a pen [lirvaka] so that it would nurse from its mother and would incidentally thresh, meaning that his action is not defined as having the heifer perform labor. And that which they said, that he

performed a task with the water of purification, means that he weighed weights with the water, which is not an actual task performed with the water.

¹⁷¹ The Gemara asks: But doesn't Rava say: Water of purification

¹⁷² with which he weighed weights is fit? The Gemara answers: It is not difficult: This baraita is referring to a case where he weighs an object with the water itself, and therefore the water is disqualified. And this statement of Rava's, that the water is fit, is referring to a case where he weighs an object against the water.

¹⁷³ The Gemara asks: If he weighs an object with the water itself, then he performs a real task with it, and if damage that is not evident is nevertheless categorized as damage, then he should also be liable according to human laws to pay for performing a task with the water. Rather, it is necessary to say that both this and that refer to a case where he weighed an object against the water, and still it is not difficult: This baraita is referring to a case where in the course of the weighing the object his attention was diverted from guarding the water, and owing to this lapse in attention the water became disqualified. And that statement of Rava's is referring to a case where his attention was not diverted, and therefore the water did not become disqualified.

¹⁷⁴ Rav Pappa raises an objection against Hizkiyya's opinion from that which is taught in a baraita: If one robbed another of a coin and afterward the coin was rendered invalid by the government, or if he robbed another of teruma and it became ritually impure, or if he robbed another of leavened bread and Passover then elapsed over it, rendering it forbidden, in each of these cases the robber can return the item and say to the robbery victim: That which is yours is before you. Since the robber returned the stolen item, he is not required to compensate the victim of the robbery for his monetary loss, although the stolen items are currently of minimal or no value.

¹⁷⁵ And if you say that damage that is not evident is categorized as damage, then this man is a robber, and he should be required to pay full compensation for the damage he caused. The Gemara concludes: This is a conclusive refutation, and the opinion of Hizkiyya is rejected.

¹⁷⁶ The Gemara suggests: Let us say that this amoraic dispute is parallel to a dispute between tanna'im, as it was taught in a baraita: With regard to one who renders another's food ritually impure, or one who mixes teruma with another's non-sacred produce, or one who pours another's wine as a libation before an idol, whether he did so unintentionally or intentionally, he is liable to pay for the damage he caused; this is the statement of Rabbi Meir. Rabbi Yehuda says: If he acted unintentionally, he is exempt; if he acted intentionally, he is liable to pay.

¹⁷⁷ The Gemara suggests: What, is it not that they disagree about this very issue? As one Sage, Rabbi Meir, holds that damage that is not evident is nevertheless categorized as damage. Consequently, one is liable to pay even if he caused the damage unintentionally. And one Sage, Rabbi Yehuda, holds that such damage is not categorized as damage, and consequently one is liable to pay only if he caused the damage intentionally, as this is a rabbinically instituted fine.

¹⁷⁸ Rav Naḥman bar Yitzḥak said that it is possible to say that everyone, including Rabbi Meir, agrees that damage that is not evident is not categorized as damage. And here, they disagree with regard to this question: Did the Sages penalize an unintentional offender due to an intentional offender? As one Sage, Rabbi Meir, who states that the one who caused the damage is liable even if he acted unintentionally, holds that the Sages penalized an unintentional offender due to an

intentional offender. And one Sage, Rabbi Yehuda, who states that one is liable only if he acted intentionally, holds that they did not penalize an unintentional offender due to an intentional offender.

¹⁷⁹ The Gemara comments: But then it is possible to raise a contradiction between this statement of Rabbi Meir and another statement of Rabbi Meir; and it is also possible to raise a contradiction between this statement of Rabbi Yehuda and another statement of Rabbi Yehuda. The other statements are as it is taught in a baraita (Tosefta, Shabbat 2:5): With regard to one who cooks on Shabbat, if he did so unintentionally, he may eat what he cooked. If he acted intentionally, he may not eat what he cooked; this is the statement of Rabbi Meir. Rabbi Yehuda says: If he cooked the food unintentionally, he may eat what he cooked, but only at the conclusion of Shabbat. If he cooked it intentionally, he may never eat what he cooked.

¹⁸⁰ The baraita continues: Rabbi Yoḥanan HaSandlar says: If he acted unintentionally, what he cooked may be eaten at the conclusion of Shabbat by others, but not by him, as the food is forbidden to him forever. If he cooked the food intentionally, what he cooked may never be eaten, neither by him nor by others. Consequently, there is a contradiction between one statement of Rabbi Meir and the other statement of Rabbi Meir, and there is also a contradiction between one statement of Rabbi Yehuda and the other statement of Rabbi Yehuda.

¹⁸¹ The Gemara answers: There is no contradiction between one statement of Rabbi Meir and the other statement of Rabbi Meir, because one can draw a distinction between them. When Rabbi Meir penalizes an offender for even an unintentional offense, it is where the offender violated a rabbinic law, e.g., he rendered food impure. But where he violated a Torah law, e.g., he cooked on Shabbat, he does not penalize him. The reason for this distinction is that people treat Torah prohibitions more seriously, and consequently there is no need to impose a fine for unintentional transgression in order to distance people from the transgression.

¹⁸² The Gemara asks: But isn't pouring wine as a libation before an idol prohibited by Torah law, and even so Rabbi Meir penalizes the offender, even if his transgression is unintentional? The Gemara answers: This is an exception to the principle. Due to the severity of the prohibition against idol worship, Rabbi Meir penalizes the offender even if he acts unintentionally.

¹⁸³ The Gemara continues: And there is also no contradiction between one statement of Rabbi Yehuda and the other statement of Rabbi Yehuda. When Rabbi Yehuda does not penalize an offender for an unintentional offense, it is where he violated a rabbinic law. But where he violated a Torah law, he penalizes him even if he transgressed unintentionally, owing to the severity of the transgression. The Gemara asks: But isn't pouring wine as a libation before an idol prohibited by Torah law, and even so Rabbi Yehuda does not penalize the offender if he acted unintentionally? The Gemara answers: The argument raised previously can be reversed: Due to the exceptional severity of the prohibition against idol worship people avoid it on their own, and so there is no need to impose a fine for unintentional transgression in order to distance people from it.

¹⁸⁴ The Gemara comments: But then it is possible to raise a contradiction between one statement of Rabbi Meir and another statement of Rabbi Meir even with respect to matters that are prohibited by Torah law, as it is taught in a baraita (Tosefta, Shabbat 2:11): With regard to one who plants a tree on Shabbat, if he does so unintentionally, he may keep the tree. If he acted intentionally, it must be uprooted. And if he planted the tree during the Sabbatical Year, then whether he did so unintentionally or intentionally, it must be uprooted; this is the statement of Rabbi Meir.

¹⁸⁵ Rabbi Yehuda says: With regard to planting a tree in the Sabbatical Year, if one does so unintentionally, he may keep the tree. If he acted intentionally, it must be uprooted. And if he planted the tree on Shabbat, then whether he did so unintentionally or intentionally, it must be uprooted. Although it is prohibited by Torah law to plant a tree in the Sabbatical Year, Rabbi Meir penalizes the offender and requires that the tree be uprooted, even if he acted unintentionally. This seems to contradict Rabbi Meir's ruling in the previously mentioned baraita, that one who unintentionally cooked on Shabbat is not penalized.

¹⁸⁶ The Gemara asks: And according to your reasoning, that you raise such a contradiction, raise a contradiction in this baraita itself. Since this prohibition of planting on Shabbat is by Torah law and this prohibition of planting in the Sabbatical Year is by Torah law, what is different about Shabbat and what is different about the Sabbatical Year, that both Sages distinguish between the two halakhot.

¹⁸⁷ Rather, there the reason is as is taught explicitly: Rabbi Meir said: For what reason do I say: If one planted a tree on Shabbat unintentionally, he may keep the tree, but if he did so intentionally, it must be uprooted; but in the Sabbatical Year, whether the tree was planted unintentionally or intentionally, it must be uprooted? It is because Jews count the years of the tree, with regard to the prohibition against eating the fruit of a tree during the first three years after its planting [orla] and with regard to the halakha of fourth-year produce, from the Sabbatical Year. Therefore, if the tree was planted in the Sabbatical Year, people will remember, and they might come to think planting a tree in the Sabbatical Year is permitted. For this reason, Rabbi Meir imposed a fine and required that the tree be uprooted.

¹⁸⁸ But they do not count from Shabbat, as there is no significance to the day of the week on which the tree was planted, and consequently no one remembers that the tree was planted on Shabbat.

¹⁸⁹ Alternatively, the difference between Shabbat and the Sabbatical Year can be explained as follows: Jews are suspected of desecrating the Sabbatical Year, but they are not suspected of desecrating Shabbat. Therefore, Rabbi Meir imposes a penalty for the unintentional desecration of the Sabbatical Year, but he imposes no such penalty for the unintentional desecration of Shabbat.

¹⁹⁰ The Gemara asks: What is the point of Rabbi Meir adding the second reason, introduced with the term alternatively? The Gemara answers: This is what Rabbi Meir is saying: And if you would say to contest the first reason: Jews also count from Shabbat, and unless the tree is uprooted, people will remember that it was planted on Shabbat, as at times the thirtieth day before Rosh HaShana falls on Shabbat. As, if he planted the tree on that day, the time from when he planted it counts for him as a full year with regard to the prohibition of fruit that grows during the first three years after the tree was planted. And if he did not plant it on that Shabbat, but rather on the next day, the twenty-ninth day before Rosh HaShana, it does not count for him as a full year. In such a case people will remember that the tree was planted on Shabbat, and they might come to think that planting a tree on Shabbat is permitted.

¹⁹¹ Consequently, Rabbi Meir adds: Come and hear that alternatively, the difference between Shabbat and the Sabbatical Year can be explained as follows: Jews are suspected of desecrating the Sabbatical Year, but they are not suspected of desecrating Shabbat. Therefore, Rabbi Meir imposes a penalty for the unintentional desecration of the Sabbatical Year, but not for the unintentional desecration of Shabbat.

¹⁹² The Gemara continues: And there is also no contradiction between one statement of Rabbi Yehuda with regard to the Sabbatical Year and the other statement of Rabbi Yehuda with regard to Shabbat. This is because in Rabbi Yehuda's place the prohibition against desecrating the Sabbatical Year was regarded by them as a most serious one, and therefore there was no need to impose a penalty for its unintentional desecration, although it is a Torah law.

¹⁹³ The Gemara adduces proof that this is true: It once happened that there was a certain person who said to another to insult him: Convert [dayyar], son of a convert. In anger the second person said to the first in response: At least I don't eat produce of the Sabbatical Year as you do. This indicates that the Sabbatical Year was treated in that place as a very serious prohibition; therefore, Rabbi Yehuda deemed it unnecessary to impose a penalty for its unintentional desecration.

¹⁹⁴ The Gemara proceeds to discuss another apparent contradiction between rulings of Rabbi Meir with regard to penalties imposed for the unintentional transgression of a rabbinic law: Come and hear what was taught in a baraita (Tosefta, Terumot 7:7): If one partook of teruma, which is the property of a priest, and it was ritually impure, he pays restitution with ritually pure, non-sacred produce. What is the halakha if he paid restitution with ritually impure, non-sacred produce? Sumakhos said in the name of Rabbi Meir: If he paid restitution with ritually impure, non-sacred produce unintentionally, his payment is valid. But if he did so intentionally, his payment is not valid. And the Rabbis say: Although both in this case and in that case his payment is valid, the Sages imposed a penalty and said that he returns and pays restitution a second time with ritually pure, non-sacred produce.

¹⁹⁵ And we discussed the following question concerning the opinion of Rabbi Meir: In the case where he paid restitution with ritually impure, non-sacred produce intentionally, why is his payment not valid? On the contrary, blessing should come upon him, as he partook of something that is not fit for the priest to partake of even during the days of his impurity, since it is prohibited for a priest to partake of impure teruma, whether he himself is pure or impure, and he pays restitution to him with something, i.e., impure, non-sacred produce, which is at least fit for him to partake of during the days of his impurity.

¹⁹⁶ And Rava said, and some say it is unattributed: The baraita is incomplete and this is what it is teaching: If one partook of ritually impure teruma, he can pay restitution with anything, even impure, non-sacred produce. If he partook of ritually pure teruma, he pays restitution with ritually pure, non-sacred produce. The baraita continues: What is the halakha if he paid restitution for ritually pure teruma with ritually impure, non-sacred produce? There is a tannaitic dispute about this. Sumakhos said in the name of Rabbi Meir: If he paid restitution with ritually impure, non-sacred produce unintentionally, his payment is valid. But if he did so intentionally, his payment is not valid. And the Rabbis say: Both in this case and in that case, his payment is valid, but the Sages imposed a penalty and said that he returns and pays restitution a second time with ritually pure, non-sacred produce.

¹⁹⁷ And Rav Aha, son of Rav Ika, said: Here, the practical difference between Rabbi Meir and the Rabbis relates to the question of whether or not the Sages penalized an unintentional offender due to an intentional offender. Rabbi Meir holds that they did not penalize an unintentional offender due to an intentional offender, and the Rabbis say that they penalized him. Consequently, Rabbi Meir does not impose a penalty for an unintentional transgression of a rabbinic law, as by Torah law one can pay restitution to a priest with anything if he partakes of teruma. This contradicts what was stated

previously, that in the case of a violation of rabbinic law, Rabbi Meir imposes a penalty even for an unintentional offense.

¹⁹⁸ The Gemara answers: How can these cases be compared? There, the man intends to pay; should we arise and penalize him? It is specifically with regard to this case that Rabbi Meir holds that no penalty is imposed, as his mistake was made in the course of performing a laudatory action. By contrast, in cases where one rendered another's produce impure and the like, there is a penalty, as the mistake was made while performing an action he should not have been performing.

¹⁹⁹ The Gemara tries to bring proof concerning the previously stated opinion of Rabbi Meir that a penalty is imposed in a case of an unintentional transgression of a rabbinical law: Come and hear what was taught in a baraita: In the case of blood of an offering that became impure and a priest sprinkled it on the altar, if he did so unintentionally, the offering is accepted and achieves atonement for the owner of the offering. If he sprinkled the blood intentionally, the offering is not accepted. In any event, the tanna of this baraita did not penalize the unintentional offender due to an intentional offender, and this sprinkling of blood is prohibited by rabbinic law.

²⁰⁰ The Gemara answers: Rabbi Meir could have said to you: How can these cases be compared? There, the person intends to do a mitzva and atone; should we arise and penalize him? Here too, the mistake was made while performing a laudatory act. In such a case, even Rabbi Meir agrees that an unintentional offender is not penalized due to an intentional offender.

²⁰¹ The Gemara attempts to adduce further proof: Come and hear what was taught in a mishna (Terumot 2:3): With regard to one who tithes produce on Shabbat, which is prohibited by rabbinic law because it appears as though he were repairing an article that requires repair, if he did this unintentionally, he may consume the produce, as it has been tithed and rendered fit for consumption. But if he did this intentionally, he may not consume it. Apparently, the Sages did not penalize the unintentional offender due to an intentional offender, although tithing produce on Shabbat is prohibited by rabbinic law. The Gemara answers: How can these cases be compared? There, the man intends to do a worthy deed and repair the produce by tithing it; should we arise and penalize him? As above, Rabbi Meir would agree that in such a case the unintentional offender is not penalized.

²⁰² The Gemara brings yet another proof: Come and hear what was taught in that same mishna (Terumot 2:3): With regard to one who immerses utensils in a ritual bath on Shabbat, which is also prohibited by the Sages because it appears as if he were repairing an article that requires repair, if he immerses them unintentionally, he may use them. But if he immerses them intentionally, he may not use them. Here too the Sages did not penalize the unintentional offender due to an intentional offender. The Gemara answers as before: How can these cases be compared? There, the man intends to do a praiseworthy act and purify the utensils; should we arise and penalize him? The same distinction stated previously applies in this mishna as well.

²⁰³ The Gemara discusses the opinion of Rabbi Yehuda: And they raised a contradiction between one statement of Rabbi Yehuda and another statement of Rabbi Yehuda with regard to matters that are prohibited only by rabbinic law. As it is taught in a baraita:

²⁰⁴ If there are nuts from Perekh that are orla, and they fell into other nuts and became intermingled with them, the entire mixture is forbidden, even if the nuts that are orla are few in number. This is because they are deemed significant when they are whole and they are not nullified in a mixture. If the nuts were broken afterward, whether they were broken unintentionally or they were broken

intentionally, they are not nullified in the mixture, despite the fact that they are no longer regarded as significant and should therefore be subject to nullification; this is the statement of Rabbi Meir and Rabbi Yehuda. Rabbi Yosei and Rabbi Shimon disagree and say: If they were broken unintentionally, they are nullified, but if they were broken intentionally, they are not nullified.

²⁰⁵ The Gemara asks: But here, by Torah law the forbidden substance is nullified if its ratio in the mixture is not more than one in two, i.e., when the majority of the mixture is permitted, and it was the Sages who decreed that significant items are not subject to nullification. And nevertheless, Rabbi Yehuda penalizes an unintentional offender due to an intentional offender. This seems to contradict what was stated previously, that Rabbi Yehuda does not impose a penalty for an unintentional offense if the transgression involves the violation of a rabbinic law. The Gemara answers: There, this is the reasoning of Rabbi Yehuda, that a penalty was imposed in the case where he unintentionally broke the nuts due to the concern that without a penalty he will come to employ artifice and intentionally break the nuts in order to effect nullification of the Perekh nuts.

²⁰⁶ The Gemara discusses the previous baraita: And they raised a contradiction between one statement of Rabbi Yosei and another statement of Rabbi Yosei, as we learned in a mishna (Orla 1:6): If a sapling that has the status of orla or a grapevine sapling has the status of diverse kinds in a vineyard, e.g., one vine in a vineyard had grain planted near it and become prohibited, and the grain was then uprooted, became intermingled with other saplings, and one does not know which is the forbidden sapling, he may not gather the produce of any of the saplings. And if he gathered the produce, the forbidden produce is nullified if its ratio in the mixture is not more than one part forbidden produce in two hundred parts permitted produce, provided that he did not intend to gather the produce in order that the forbidden produce will become nullified.

²⁰⁷ Rabbi Yosei says: Even if he intentionally gathered the produce in order that the forbidden produce would become nullified, the forbidden produce is nullified if its ratio in the mixture is not more than one part forbidden produce in two hundred parts permitted produce. This seems to contradict what Rabbi Yosei said in the baraita cited previously with regard to nuts, that if the nuts were broken intentionally, they are not nullified.

²⁰⁸ The Gemara answers: Wasn't it already stated with regard to that mishna in explanation of Rabbi Yosei's opinion that Rava says: There is a presumption that a person does not render his entire vineyard forbidden for the sake of one sapling. Therefore, it can be assumed that one does not intentionally plant a sapling that has the status of orla or of diverse kinds in a vineyard among other saplings without properly marking it. If he did so, it is uncommon, and the Sages did not impose a penalty in an uncommon case. And similarly, when Ravin came from Eretz Yisrael to Babylonia, he said that Rabbi Yoḥanan says: There is a presumption that a person does not render his vineyard forbidden for the sake of one sapling, and therefore the Sages did not impose a penalty.

²⁰⁹ MISHNA: If priests disqualified an offering with improper intention in the Temple, by expressing, while sacrificing the offering, the intention of sprinkling the blood of the offering, burning its fats on the altar, or consuming it, after its appointed time, and they did so intentionally, they are liable to pay the value of the offering to its owner, who must now bring another offering.

²¹⁰ GEMARA: The Sages taught in a baraita (Tosefta, Terumot 2:2): If one was preparing ritually pure food with another, and he said to him: The ritually pure food that I prepared with you became ritually impure, or if he was preparing sacrifices with another person, and he said to him: The

sacrifices that I prepared with you became disqualified due to improper intention, he is deemed credible with regard to these claims. But if he said to the other: The ritually pure food that I prepared with you on such and such a day became ritually impure, or the sacrifices that I prepared with you on such and such a day became disqualified due to improper intention, he is not deemed credible.

²¹¹ The Gemara asks: What is different in the first clause of the baraita and what is different in the latter clause, that in the first clause he is deemed credible, whereas in the latter clause he is not? Abaye says that the principle is as follows: As long as it is still in his power to do what he said he had done, he is deemed credible. Therefore, while he is involved in the preparation of the ritually pure food or the sacrifices, and consequently he is still able to disqualify them, he is deemed credible when he says that they already became disqualified. But once he makes a statement about actions he performed in the past and he is no longer able to disqualify the objects of those actions, he is not deemed credible.

²¹² Rava said: Both the first clause and the latter clause deal with testimony about the past. The difference is that the latter clause is referring to a case where he found him a first time and told him nothing about disqualification, and then afterward he found him a second time and told him what had purportedly happened. In such a case he is suspected of lying, as, if it were true that the pure food had become impure or the offering had become disqualified, he would have imparted that information earlier. Since he had said nothing at the time, and he spoke up only later, it is assumed that he was lying and that his intention was merely to annoy the other.

²¹³ § It is related that there was a certain person who said to another: The ritually pure food that I prepared with you on such and such a day became ritually impure. The owner of the food came before Rabbi Ami, asking him what to do. Rabbi Ami said to him: You may continue to treat the food as ritually pure, as in principle, the other person is not deemed credible. Rabbi Asi said before him: My teacher, do you say this? So said Rabbi Yoḥanan in the name of Rabbi Yosei: What can I do when I see that the Torah deemed him credible in such a case?

²¹⁴ The Gemara asks: Where does it deem him credible? Rabbi Yitzḥak bar Bisna says: The High Priest on Yom Kippur will prove this point, as when he says that he had improper intent, he is deemed credible. And from where do we know that he had improper intent? But isn't it written: "And no man shall be in the Tent of Meeting when he goes in to make atonement for the holy place" (Leviticus 16:17)? Rather, is it not because he is deemed credible in his testimony even after he performed the service, and it is no longer in his power to disqualify the offering?

²¹⁵ The Gemara rejects this argument: But perhaps we heard that he disqualified the offering with improper intention, i.e., maybe he stated his intention out loud while performing the service and it was heard outside. The Gemara answers: Were he not deemed credible about the matter, then even if we heard him voice his intention, he would also not be deemed credible. Why? The reason is that perhaps he actually sprinkled the blood with the proper intention, and it was only afterward that he said what he said, and at that time he could no longer disqualify the offering. Rather, he is certainly deemed credible when he says that he disqualified the offering with improper intention.

²¹⁶ The Gemara raises another objection: But perhaps we saw what the High Priest was doing through a small door, through which it was possible to monitor his actions, and we saw that he sprinkled the blood with improper intention. The Gemara says: This is difficult for Rabbi Yitzḥak bar Bisna, as his proof can be refuted.

²¹⁷ § It is similarly related that there was a certain person who came before Rabbi Ami and said to him: In the Torah scroll that I wrote for so-and-so, I did not write the mentions of God's name with the proper intention that is required when writing a holy name, and therefore the scroll is not valid. Rabbi Ami said to him: This Torah scroll is currently in whose possession? The scribe said to him: It is now in the buyer's possession. Rabbi Ami said to him: You are deemed credible to cause the loss of your wage, as you admit that you wrote the Torah scroll in a faulty manner, and therefore the buyer can refuse to pay you. But you are not deemed credible to cause a loss to, i.e., to invalidate, the Torah scroll.

²¹⁸ Rabbi Yirmeya said to him: Although he lost his wage with regard to the mentions of God's name that he wrote in a faulty manner, did he lose his wage with regard to the entire Torah scroll, which he wrote correctly? Rabbi Ami said to him: Yes, he lost his wage for the entire Torah scroll, as any Torah scroll in which the mentions of God's name have not been written with the proper intention is not worth anything.

²¹⁹ The Gemara asks: But let the scribe pass a reed pen [kulemos] with additional ink over instances of God's name and sanctify them, going over the names with the proper intention. And since there is no option to correct the Torah scroll in this manner, in accordance with whose opinion was this ruling issued? Shall we say that it is not in accordance with the opinion of Rabbi Yehuda?

²²⁰ This is as we learned in a baraita: If a scribe writing a Torah scroll was at a point in the text that he needed to write the name of God, spelled yod, heh, vav, heh; and he erred and intended to write Yehuda, spelled yod, heh, vav, dalet, heh, but he made a mistake when writing Yehuda and did not place a dalet in the word, thereby unintentionally writing the name of God in the correct place, then he should pass over it with a reed pen. He writes over what was written and sanctifies it with the intention that he is writing the name of God. This is the statement of Rabbi Yehuda. And the Rabbis say: Even if he adds a second layer of ink, the name has not been written in the optimal manner. The fact that Rabbi Ami did not offer the option to rewrite the mentions of God's name to correct the scroll indicates that the halakha is in accordance with the opinion of the Rabbis, and not in accordance with that of Rabbi Yehuda.

²²¹ The Gemara rejects this argument: You can even say that in general the halakha is in accordance with the opinion of Rabbi Yehuda, but there is a distinction between the cases. Rabbi Yehuda states his opinion only with regard to a single mention of God's name that was initially written without the proper intention. In such a case, it is possible to pass over the name with additional ink and thereby sanctify it. But passing over all of the holy names found in an entire Torah scroll is not possible. Why not? Because if the scribe would pass his pen over all the names of God found in a Torah scroll, it would look speckled, as the instances of the Divine Name would be written with a thicker layer of ink and stand out.

²²² It is further related that there was a certain person who came before Rabbi Abbahu and said to him: With regard to the Torah scroll that I wrote for so-and-so, I did not process its parchment with the proper intention. Rabbi Abbahu said to him: The Torah scroll is currently in whose possession? The scribe said to him: It is in the possession of the buyer. Rabbi Abbahu said to him: Since you are deemed credible to cause the loss of your wage, as you have admitted that the parchment upon which the Torah scroll was written is invalid, you are deemed credible to cause a loss to, i.e., disqualify, the Torah scroll.

²²³ The Gemara asks: And in what way is this case different from the case in which Rabbi Ami said that the scribe is not deemed credible to disqualify the Torah scroll? The Gemara answers: There it can be said that the scribe was lying and merely wished to distress the purchaser of the Torah scroll. He claimed that he had written God's names without the proper intention because he made the mistake of Rabbi Yirmeya. He thought, as Rabbi Yirmeya did, that as a result of his purported admission he would lose only his wage for writing the holy names, but he would still receive payment for the rest of the scroll. Here, by contrast, since the scribe knows that by claiming that he did not process the parchment with the proper intention, he causes the loss of his entire wage, and he nevertheless comes and says this, you should say that he speaks the truth and should be deemed credible. Since he is deemed credible and there is no concern that he merely wished to distress the purchaser, the Torah scroll is disqualified.

²²⁴ MISHNA: Rabbi Yoḥanan ben Gudgeda testified before the Sages about the case of a deaf-mute woman who was married off by her father when she was a minor, so that her marriage took effect by Torah law. He said that she can be released from her marriage through a bill of divorce, whether as a minor or after she reaches adulthood. Although as a deaf-mute woman she is not legally competent to give her consent, the divorce is effective because divorce does not require the woman's consent.

²²⁵ And similarly, he testified about the case of the minor daughter of a non-priest who was orphaned from her father and then married off to a priest by her mother or brother, so that her marriage took effect by rabbinic law. He said that nevertheless she may partake of teruma, although by Torah law it is prohibited for one who is not in a priestly household to partake of teruma. And furthermore if this girl dies, then her husband inherits her estate. It is not said that because the validity of the marriage is by rabbinic law and not Torah law he is not entitled to inherit from her.

²²⁶ And Rabbi Yoḥanan ben Gudgeda further testified about a stolen beam that was already built into a large building [bira], that the victim of the robbery receives only the value of the beam but not the beam itself, due to an ordinance instituted for the penitent. By Torah law, a robber is obligated to return any stolen item in his possession, provided that its form has not been altered. If one stole a beam and incorporated it into a building, then by Torah law he would have to destroy the building and return the beam. In order to encourage repentance, the Sages were lenient and allowed a robber to return the value of the beam.

²²⁷ And lastly, Rabbi Yoḥanan ben Gudgeda testified about a sin-offering that was obtained through robbery but that was not publicly known to have been obtained in that manner. He said that it effects atonement for the robber who sacrifices it, for the benefit of the altar, as will be explained in the Gemara.

²²⁸ GEMARA: Rava says: Learn from the testimony of Rabbi Yoḥanan ben Gudgeda in the mishna that if the husband secretly says to witnesses: See this bill of divorce that I am about to give to my wife, and then he says to his wife: Take this promissory note, then she is divorced even when she herself does not know that the document in her hand is a bill of divorce. Didn't Rabbi Yoḥanan ben Gudgeda say that we do not require the woman's consent for a bill of divorce, as the divorce takes effect even when she is a deaf-mute, who is not legally competent to give her consent? Here too, one should say that we do not require the woman's consent.

²²⁹ The Gemara asks: Isn't this obvious? Why would the divorce not be valid? The Gemara explains: Lest you say: Since he said to his wife: Take this promissory note, after talking to the witnesses, he

meant to cancel the bill of divorce with these words, Rava therefore teaches us: If it is so that he meant to cancel the bill of divorce, he would have told the witnesses that this was his intention. The fact that he did not do so indicates that he had no intention of canceling it. And the reason he said to his wife that he was handing her a promissory note is due to embarrassment, as he was ashamed to tell her that he was giving her a bill of divorce. Consequently, he gave it to her in such a way that she did not immediately know that it was a bill of divorce that she received.

²³⁰ § The mishna teaches that Rabbi Yoḥanan ben Gudgeda testified about the case of a minor daughter of a non-priest who was married to a priest, and said that she may partake of teruma. The Gemara comments: This indicates that only the minor daughter can partake of teruma, while one can infer from this that a deaf-mute woman who was married to a priest may not partake of teruma. The Gemara explains: What is the reason for this? The Sages decreed that a deaf-mute woman married to a priest may not partake of teruma lest a deaf-mute priest come to feed teruma to his deaf-mute wife, as it is common for deaf-mute men to marry deaf-mute women, but their marriage is not effective by Torah law.

²³¹ The Gemara asks: Why does this matter? And let him feed her teruma. Isn't she like a minor who eats forbidden animal carcasses? Since the deaf-mute woman is not considered to be legally competent, she is not subject to the prohibition against partaking of teruma. As in the case of a minor who is eating forbidden food, there is no requirement to prevent her from doing so.

²³² The Gemara answers: Rather, the Sages decreed that a deaf-mute woman married to a priest may not partake of teruma lest a deaf-mute priest come to feed teruma to his halakhically competent wife. Since the validity of their marriage is by rabbinic law, it is therefore prohibited for the woman to partake of teruma, as by Torah law, she is not the wife of a priest. There is a concern that a distinction will not be made between the marriage of a halakhically competent man and deaf-mute woman, in which case the woman is permitted to partake of teruma, and the marriage of a deaf-mute man and a halakhically competent woman, in which case the woman is prohibited from partaking of teruma. Owing to this error, a deaf-mute man might come to feed his wife something that is forbidden to her.

²³³ The Gemara asks: But let her partake of teruma that is defined as such by rabbinic law, as marriage that is valid by rabbinic law should suffice to permit partaking of such teruma. The Gemara answers: The Sages decreed that he may not feed her teruma even by rabbinic law, lest he come to feed her teruma by Torah law.

²³⁴ § The mishna teaches that Rabbi Yoḥanan ben Gudgeda further testified about a stolen beam that was already built into a building and said that the injured party receives the value of the beam but not the beam itself. With regard to this, the Sages taught in a baraita (Tosefta, Bava Kamma 10:5): If one robbed another of a beam and built it into a building, Beit Shammai say: He must destroy the entire building and return the beam to its owners. And Beit Hillel say: The injured party receives only the value of the beam but not the beam itself, due to an ordinance instituted for the sake of the penitent. In order to encourage repentance, the Sages were lenient and required the robber to return only the value of the beam. The mishna was taught in accordance with the opinion of Beit Hillel.

²³⁵ § The mishna teaches that Rabbi Yoḥanan ben Gudgeda testified about a sin-offering that was obtained through robbery, and said that provided that it was not publicly known to have been obtained in that manner, it effects atonement for the robber. Ulla says: By Torah law, the halakha is as

follows: Whether it is known or whether it is not known that the sin-offering was obtained through robbery, it does not effect atonement for the robber who sacrifices it.

²³⁶ What is the reason for this? The owner's despair of recovering an article that was stolen from him does not by itself enable the robber to acquire the stolen item. Since the stolen animal was not altered in any way, it does not belong to the robber, and he cannot sacrifice it as an offering and achieve atonement through it. And what is the reason that the Sages said that if it was not publicly known that the sin-offering was obtained through robbery it effects atonement? It is so that the priests not be distraught about having sacrificed an animal unfit for the altar.

²³⁷ The Rabbis said to Ulla: How can you explain the issue in this manner? But didn't we learn in the mishna: It effects atonement for the benefit of the altar, which indicates that the halakha was enacted for the benefit of the altar, not for the benefit of the priests? Ulla said to them: When the priests are distraught, the altar is found idle. The priests will not sacrifice all of the offerings when they are distraught.

²³⁸ This is one explanation, but Rav Yehuda says: By Torah law, whether it is known or it is not known that the sin-offering was obtained through robbery, it effects atonement for the robber who sacrifices it. What is the reason for this? The owner's despair of recovering an article that was stolen from him by itself enables the robber to acquire the stolen item. Once the owner despairs of regaining possession, the stolen item becomes the robber's property and he can consecrate it. Therefore, the offering was sacrificed in a fitting manner, and it effects atonement for the robber.

²³⁹ And what is the reason that the Sages said that if it is known that the sin-offering was obtained through robbery, it does not effect atonement? It is so that people not say that the altar consumes stolen property.

²⁴⁰ The Gemara attempts to clarify the two explanations. Granted, according to the opinion of Ulla, that the concern stems from the fact that the priests will be distraught, this is the reason that the tanna teaches the halakha with regard to a sin-offering: The priests partake of the meat of a sin-offering. If they find out that they ate an animal that was forbidden to them, i.e., an offering slaughtered counter to halakha, they are likely to become distraught. But according to the opinion of Rav Yehuda, that the concern is about the honor of the altar, why does the mishna mention specifically the case of a sin-offering; shouldn't the same concern apply to a burnt-offering, as well, as it too is burned on the altar?

²⁴¹ The Gemara answers: The mishna is speaking utilizing the style of: It is not necessary, and the mishna should be understood as follows: It is not necessary to teach the halakha in the case of a burnt-offering, which is entirely consumed on the altar. In that case, people will certainly say that the altar consumes stolen property. But even in the case of a sin-offering, where only the fat and the blood go up to be consumed on the altar and the rest is consumed by the priests, even so they issued a decree and said that the stolen sin-offering does not effect atonement, so that people should not say that the altar consumes stolen property.

²⁴² The Gemara further clarifies the two understandings: We learned in the mishna: Rabbi Yoḥanan ben Gudgeda testified about a sin-offering that had been obtained through robbery but that is not publicly known to have been obtained in that manner, and said that it effects atonement for the robber who sacrifices it, for the benefit of the altar. Granted, according to the opinion of Ulla, it works out well, as he understands that the Sages instituted that if it was not publicly known that the sin-offering

was obtained through robbery, it does effect atonement. But according to the opinion of Rav Yehuda, it should have stated just the opposite, namely, that if it was publicly known that the sin-offering was obtained through robbery, it does not effect atonement.

²⁴³ The Gemara answers: That is also what the mishna is saying: If it is not known that the sin-offering was obtained through robbery, it effects atonement, but if this is known, it does not effect atonement, for the benefit of the altar.

²⁴⁴ Rava raises an objection from what was learned in a mishna (Bava Kamma 74a): If one stole an animal and consecrated it, and afterward he slaughtered or sold it, he pays double payment like a thief (see Exodus 22:3), but he does not pay fourfold or fivefold payment, as one must ordinarily pay when he slaughters or sells an ox or a sheep that he stole from another person (Exodus 21:37). And it is taught in a baraita with regard to this mishna: If one slaughtered an animal outside the Temple in a case like this, he is punishable by karet for having sacrificed an offering outside the Temple. And if you say that the owner's despair of recovering an item that was stolen from him does not by itself enable the thief to acquire the stolen item, what is the relevance of mentioning karet? The punishment of karet should not apply, as the thief cannot consecrate an animal that does not belong to him.

²⁴⁵ Rav Sheizevi said: This means that he is liable to receive karet by rabbinic law. Those who heard this laughed at him. Is there such a thing as karet by rabbinic law? Rava said to them: A great man has spoken, do not laugh at him. What Rav Sheizevi means is karet that comes to him through the words of the Sages, who declared that the thief's consecration is valid. It is the Sages who placed the animal in his possession, so that he would become liable for it.

²⁴⁶ Rava said: Although I agree with Rav Sheizevi, this matter is certainly a dilemma for me. When the Sages placed the animal in his possession, did they do so from the time of the theft or from the time of the consecration? What is the difference between these possibilities? There is a difference with regard to its wool and with regard to its offspring. If the animal was placed in his possession from the time of the theft, the wool that it grows and the offspring that it births are his, and he is not required to return them to the animal's owner. But if the animal becomes his only when he consecrates it, he is required to return them. What is the halakha? Rava then said, in answer to his own question: It stands to reason that the Sages placed the animal in his possession from the time of the consecration. This is so that the sinner not profit from his crime. Otherwise, the thief would benefit from the rabbinic decree that was instituted to increase his liability.

²⁴⁷ MISHNA: The law of Sicarii [Sikarikon] did not apply in Judea in the time that people were being killed in the war. From the time that people were being killed in the war and onward, the law of Sicarii did apply there. What is this law of Sicarii? If one first purchased land from a Sicarius, who extorted the field from its prior owners with threats, and afterward the buyer returned and purchased the same field a second time from the prior landowner, his purchase is void. The prior owner of the field can say that he did not actually mean to sell him the field. By contrast, if he first acquired the field from the prior owner and afterward he returned and purchased the same field from a Sicarius, his purchase stands.

²⁴⁸ Similarly, if one first purchased from the husband the rights to use a field belonging to his wife, and afterward he returned and purchased the same field from the wife, so that if the husband were to predecease or divorce her, the purchaser would then own it fully, his purchase is void. The woman

can claim that she did not wish to quarrel with her husband and to object to the transaction but that in truth she did not agree to the sale. By contrast, if he first acquired the field from the wife, and afterward he returned and purchased the same field from the husband, his purchase stands. This is the initial version of this mishna.

²⁴⁹ Later, the court of those who came after the Sages who composed that mishna said: With regard to one who purchased a field from a Sicarius, he must give the prior owner one-fourth of the field's value. When does this apply? At a time when the prior owner is unable to purchase the field himself. But if he is able to purchase it himself, he precedes anyone else.

²⁵⁰ Rabbi Yehuda HaNasi later convened a court, and they counted their votes and determined that if the field remained before, i.e., in the possession of, the Sicarius for twelve months, whoever first purchases the field acquires possession of it, but he must give the prior owner one-fourth of the field's value.

²⁵¹ GEMARA: The Gemara challenges the mishna's assertion that the law of Sicarii did not apply in Judea in the time that people were being killed in the war: Now if in the time that people were being killed in the war, there were no Sicarii stealing land, is it possible that from the time that people were being killed in the war and onward there were Sicarii?

²⁵² Rav Yehuda said: The mishna is saying that in the time that people were being killed in the war they did not apply the law of Sicarii, but rather they would confirm the purchases of land made from the Sicarii. The reason for this is in accordance with what Rabbi Asi said: The gentile authorities issued three decrees during and in the aftermath of the war that ended in the destruction of the Temple. The first decree was that anyone who does not kill a Jew should himself be killed. The second decree was that anyone who kills a Jew should pay four dinars as a fine. The last decree was that anyone who kills a Jew should himself be killed. Therefore, during the time of the first and second decrees, the time when people were being killed in the war, since the gentile would kill Jews, then the owner of the field, owing to the danger posed to his life, would fully transfer ownership of his field to the Sicarius.

²⁵³ Then, during the time of the last decree, after the time when people were being killed in the war, anybody whose field was stolen by a Sicarius would say to himself: Now let him take the field; tomorrow I will claim it from him in court. Although the gentile had the advantage and could force the owner to give him the field, the assumption is that the owner did not fully transfer possession of the field to him, as he thought that he would still be able to recover it in court.

²⁵⁴ § Apropos the war that led to the destruction of the Second Temple, the Gemara examines several aspects of the destruction of that Temple in greater detail: Rabbi Yoḥanan said: What is the meaning of that which is written: "Happy is the man who fears always, but he who hardens his heart shall fall into mischief" (Proverbs 28:14)? Jerusalem was destroyed on account of Kamtza and bar Kamtza. The place known as the King's Mountain was destroyed on account of a rooster and a hen. The city of Beitar was destroyed on account of a shaft from a chariot [rispak].

²⁵⁵ The Gemara explains: Jerusalem was destroyed on account of Kamtza and bar Kamtza. This is as there was a certain man whose friend was named Kamtza and whose enemy was named bar Kamtza. He once made a large feast and said to his servant: Go bring me my friend Kamtza. The servant went and mistakenly brought him his enemy bar Kamtza.

²⁵⁶ The man who was hosting the feast came and found bar Kamtza sitting at the feast. The host said to bar Kamtza. That man is the enemy [ba'al devava] of that man, that is, you are my enemy. What then do you want here? Arise and leave. Bar Kamtza said to him: Since I have already come, let me stay and I will give you money for whatever I eat and drink. Just do not embarrass me by sending me out.

²⁵⁷ The host said to him: No, you must leave. Bar Kamtza said to him: I will give you money for half of the feast; just do not send me away. The host said to him: No, you must leave. Bar Kamtza then said to him: I will give you money for the entire feast; just let me stay. The host said to him: No, you must leave. Finally, the host took bar Kamtza by his hand, stood him up, and took him out.

²⁵⁸ After having been cast out from the feast, bar Kamtza said to himself: Since the Sages were sitting there and did not protest the actions of the host, although they saw how he humiliated me, learn from it that they were content with what he did. I will therefore go and inform [eikhul kurtza] against them to the king. He went and said to the emperor: The Jews have rebelled against you. The emperor said to him: Who says that this is the case? Bar Kamtza said to him: Go and test them; send them an offering to be brought in honor of the government, and see whether they will sacrifice it.

²⁵⁹ The emperor went and sent with him a choice three-year-old calf. While bar Kamtza was coming with the calf to the Temple, he made a blemish on the calf's upper lip. And some say he made the blemish on its eyelids, a place where according to us, i.e., halakha, it is a blemish, but according to them, gentile rules for their offerings, it is not a blemish. Therefore, when bar Kamtza brought the animal to the Temple, the priests would not sacrifice it on the altar since it was blemished, but they also could not explain this satisfactorily to the gentile authorities, who did not consider it to be blemished.

²⁶⁰ The blemish notwithstanding, the Sages thought to sacrifice the animal as an offering due to the imperative to maintain peace with the government. Rabbi Zekharya ben Avkolas said to them: If the priests do that, people will say that blemished animals may be sacrificed as offerings on the altar. The Sages said: If we do not sacrifice it, then we must prevent bar Kamtza from reporting this to the emperor. The Sages thought to kill him so that he would not go and speak against them. Rabbi Zekharya said to them: If you kill him, people will say that one who makes a blemish on sacrificial animals is to be killed. As a result, they did nothing, bar Kamtza's slander was accepted by the authorities, and consequently the war between the Jews and the Romans began.

²⁶¹ Rabbi Yoḥanan says: The excessive humility of Rabbi Zekharya ben Avkolas destroyed our Temple, burned our Sanctuary, and exiled us from our land.

²⁶² The Roman authorities then sent Nero Caesar against the Jews. When he came to Jerusalem, he wished to test his fate. He shot an arrow to the east and the arrow came and fell in Jerusalem. He then shot another arrow to the west and it also fell in Jerusalem. He shot an arrow in all four directions of the heavens, and each time the arrow fell in Jerusalem.

²⁶³ Nero then conducted another test: He said to a child: Tell me a verse that you learned today. He said to him as follows: "And I will lay My vengeance upon Edom by the hand of My people Israel" (Ezekiel 25:14). Nero said: The Holy One, Blessed be He, wishes to destroy His Temple, and He wishes to wipe his hands with that man, i.e., with me. The Romans are associated with Edom, the descendants of Esau. If I continue on this mission, I will eventually be punished for having served as

God's agent to bring about the destruction. So he fled and became a convert, and ultimately Rabbi Meir descended from him.

²⁶⁴ The Roman authorities then sent Vespasian Caesar against the Jews. He came and laid siege to Jerusalem for three years. There were at that time in Jerusalem these three wealthy people: Nakdimon ben Guryon, ben Kalba Savua, and ben Tzitzit HaKesat. The Gemara explains their names: Nakdimon ben Guryon was called by that name because the sun shined [nakad] on his behalf, as it is related elsewhere (see Ta'anit 19b) that the sun once continued to shine in order to prevent him from suffering a substantial loss. Ben Kalba Savua was called this because anyone who entered his house when he was hungry as a dog [kelev] would leave satiated [save'a]. Ben Tzitzit HaKesat was referred to by that name because his ritual fringes [tzitzit] dragged along on blankets [keset], meaning that he would not walk in the street with his feet on the ground, but rather they would place blankets beneath him. There are those who say that his seat [kiseh] was found among the nobles of Rome, meaning that he would sit among them.

²⁶⁵ These three wealthy people offered their assistance. One of them said to the leaders of the city: I will feed the residents with wheat and barley. And one of them said to leaders of the city: I will provide the residents with wine, salt, and oil. And one of them said to the leaders of the city: I will supply the residents with wood. The Gemara comments: And the Sages gave special praise to he who gave the wood, since this was an especially expensive gift. As Rav H̥isda would give all of the keys [aklidei] to his servant, except for the key to his shed for storing wood, which he deemed the most important of them all. As Rav H̥isda said: One storehouse [akhleva] of wheat requires sixty storehouses of wood for cooking and baking fuel. These three wealthy men had between them enough commodities to sustain the besieged for twenty-one years.

²⁶⁶ There were certain zealots among the people of Jerusalem. The Sages said to them: Let us go out and make peace with the Romans. But the zealots did not allow them to do this. The zealots said to the Sages: Let us go out and engage in battle against the Romans. But the Sages said to them: You will not be successful. It would be better for you to wait until the siege is broken. In order to force the residents of the city to engage in battle, the zealots arose and burned down these storehouses [ambarei] of wheat and barley, and there was a general famine.

²⁶⁷ With regard to this famine it is related that Marta bat Baitos was one of the wealthy women of Jerusalem. She sent out her agent and said to him: Go bring me fine flour [semida]. By the time he went, the fine flour was already sold. He came and said to her: There is no fine flour, but there is ordinary flour. She said to him: Go then and bring me ordinary flour. By the time he went, the ordinary flour was also sold. He came and said to her: There is no ordinary flour, but there is coarse flour [gushkera]. She said to him: Go then and bring me coarse flour. By the time he went, the coarse flour was already sold. He came and said to her: There is no coarse flour, but there is barley flour. She said to him: Go then and bring me barley flour. But once again, by the time he went, the barley flour was also sold.

²⁶⁸ She had just removed her shoes, but she said: I will go out myself and see if I can find something to eat. She stepped on some dung, which stuck to her foot, and, overcome by disgust, she died.

²⁶⁹ Rabban Yoḥanan ben Zakkai read concerning her a verse found in the section of the Torah listing the curses that will befall Israel: "The tender and delicate woman among you who would not adventure to set the sole of her foot upon the ground" (Deuteronomy 28:56). There are those who say

that she did not step on dung, but rather she ate a fig of Rabbi Tzadok, and became disgusted and died. What are these figs? Rabbi Tzadok observed fasts for forty years, praying that Jerusalem would not be destroyed. He became so emaciated from fasting that when he would eat something it was visible from the outside of his body. And when he would eat after a fast they would bring him figs and he would suck out their liquid and cast the rest away. It was one such fig that Marta bat Baitos found and that caused her death.

²⁷⁰ It is further related that as she was dying, she took out all of her gold and silver and threw it in the marketplace. She said: Why do I need this? And this is as it is written: “They shall cast their silver in the streets and their gold shall be as an impure thing; their silver and their gold shall not be able to deliver them in the day of the wrath of the Lord; they shall not satisfy their souls, neither fill their bowels” (Ezekiel 7:19).

²⁷¹ § The Gemara relates: Abba Sikkara was the leader of the zealots [biryonai] of Jerusalem and the son of the sister of Rabban Yoḥanan ben Zakkai. Rabban Yoḥanan ben Zakkai sent a message to him: Come to me in secret. He came, and Rabban Yoḥanan ben Zakkai said to him: Until when will you do this and kill everyone through starvation? Abba Sikkara said to him: What can I do, for if I say something to them they will kill me. Rabban Yoḥanan ben Zakkai said to him: Show me a method so that I will be able to leave the city, and it is possible that through this there will be some small salvation.

²⁷² Abba Sikkara said to him: This is what you should do: Pretend to be sick, and have everyone come and ask about your welfare, so that word will spread about your ailing condition. Afterward bring something putrid and place it near you, so that people will say that you have died and are decomposing. And then, have your students enter to bring you to burial, and let no one else come in so that the zealots not notice that you are still alive. As the zealots know that a living person is lighter than a dead person.

²⁷³ Rabban Yoḥanan ben Zakkai did this. Rabbi Eliezer entered from one side and Rabbi Yehoshua from the other side to take him out. When they arrived at the entrance of the city on the inside, the guards, who were of the faction of the zealots, wanted to pierce him with their swords in order to ascertain that he was actually dead, as was the common practice. Abba Sikkara said to them: The Romans will say that they pierce even their teacher. The guards then wanted at least to push him to see whether he was still alive, in which case he would cry out on account of the pushing. Abba Sikkara said to them: They will say that they push even their teacher. The guards then opened the gate and he was taken out.

²⁷⁴ When Rabban Yoḥanan ben Zakkai reached there, i.e., the Roman camp, he said: Greetings to you, the king; greetings to you, the king. Vespasian said to him: You are liable for two death penalties, one because I am not a king and yet you call me king, and furthermore, if I am a king, why didn't you come to me until now? Rabban Yoḥanan ben Zakkai said to him: As for what you said about yourself: I am not a king,

²⁷⁵ in truth, you are a king, if not now, then in the future. As if you are not a king, Jerusalem will not be handed over into your hand, as it is written: “And the Lebanon shall fall by a mighty one” (Isaiah 10:34). And “mighty one” means only a king, as it is written: “And their mighty one shall be of themselves, and their ruler shall proceed from the midst of them” (Jeremiah 30:21), indicating that “mighty one” parallels “ruler.” And “Lebanon” means only the Temple, as it is stated: “That good

mountain and the Lebanon” (Deuteronomy 3:25). And as for what you said with your second comment: If I am a king why didn’t you come to me until now, there are zealots among us who did not allow us to do this.

²⁷⁶ Understanding that Rabban Yoḥanan ben Zakkai was prepared to ask him not to destroy the Temple, Vespasian said to him: If there is a barrel of honey and a snake [derakon] is wrapped around it, wouldn’t they break the barrel in order to kill the snake? In similar fashion, I am forced to destroy the city of Jerusalem in order to kill the zealots barricaded within it. Rabban Yoḥanan ben Zakkai was silent and did not answer. In light of this, Rav Yosef later read the following verse about him, and some say that it was Rabbi Akiva who applied the verse to Rabban Yoḥanan ben Zakkai: “I am the Lord...Who turns wise men backward and makes their knowledge foolish” (Isaiah 44:25). As Rabban Yoḥanan ben Zakkai should have said the following to Vespasian in response: In such a case, we take tongs, remove the snake, and kill it, and in this way we leave the barrel intact. So too, you should kill the rebels and leave the city as it is.

²⁷⁷ In the meantime, as they were talking, a messenger [feristaka] arrived from Rome, and said to him: Rise, for the emperor has died, and the noblemen of Rome plan to appoint you as their leader and make you the next emperor. At that time Vespasian was wearing only one shoe, and when he tried to put on the other one, it would not go on his foot. He then tried to remove the other shoe that he was already wearing, but it would not come off. He said: What is this?

²⁷⁸ Rabban Yoḥanan ben Zakkai said to him: Be not distressed or troubled, for good tidings have reached you, as it is written: “Good tidings make the bone fat” (Proverbs 15:30), and your feet have grown fatter out of joy and satisfaction. Vespasian said to him: But what is the remedy? What must I do in order to put on my shoe? Rabban Yoḥanan ben Zakkai said to him: Have someone with whom you are displeased come and pass before you, as it is written: “A broken spirit dries the bones” (Proverbs 17:22). He did this, and his shoe went on his foot. Vespasian said to him: Since you are so wise, why didn’t you come to see me until now? Rabban Yoḥanan ben Zakkai said to him: But didn’t I already tell you? Vespasian said to him: I also told you what I had to say.

²⁷⁹ Vespasian then said to Rabban Yoḥanan ben Zakkai: I will be going to Rome to accept my new position, and I will send someone else in my place to continue besieging the city and waging war against it. But before I leave, ask something of me that I can give you. Rabban Yoḥanan ben Zakkai said to him: Give me Yavne and its Sages and do not destroy it, and spare the dynasty of Rabban Gamliel and do not kill them as if they were rebels, and lastly give me doctors to heal Rabbi Tzadok. Rav Yosef read the following verse about him, and some say that it was Rabbi Akiva who applied the verse to Rabban Yoḥanan ben Zakkai: “I am the Lord...Who turns wise men backward and makes their knowledge foolish” (Isaiah 44:25), as he should have said to him to leave the Jews alone this time.

²⁸⁰ And why didn’t Rabban Yoḥanan ben Zakkai make this request? He maintained that Vespasian might not do that much for him, and there would not be even a small amount of salvation. Therefore, he made only a modest request, in the hope that he would receive at least that much.

²⁸¹ The Gemara asks: What was he requesting when he asked for doctors to heal Rabbi Tzadok? How did they heal him? The first day they gave him water to drink that contained bran [parei]. The next day they gave him water containing flour mixed with bran [sipuka]. The following day they

gave him water containing flour. In this way they slowly restored his ability to eat, allowing his stomach to broaden little by little.

²⁸² § Vespasian went back to Rome and sent Titus in his place. The Gemara cites a verse that was expounded as referring to Titus: “And he shall say: Where is their God, their rock in whom they trusted?” (Deuteronomy 32:37). This is the wicked Titus, who insulted and blasphemed God on High.

²⁸³ What did Titus do when he conquered the Temple? He took a prostitute with his hand, and entered the Holy of Holies with her. He then spread out a Torah scroll underneath him and committed a sin, i.e., engaged in sexual intercourse, on it. Afterward he took a sword and cut into the curtain separating between the Sanctuary and the Holy of Holies. And a miracle was performed and blood spurted forth. Seeing the blood, he mistakenly thought that he had killed himself. Here, the term himself is a euphemism for God. Titus saw blood issuing forth from the curtain in God’s meeting place, the Temple, and he took it as a sign that he had succeeded in killing God Himself. As it is stated: “Your enemies roar in the midst of Your meeting place; they have set up their own signs for signs” (Psalms 74:4).

²⁸⁴ Abba Ḥanan says: The verse states: “Who is strong like You, O Lord?” (Psalms 89:9). Who is strong and indurate like You, as You hear the abuse and the blasphemy of that wicked man and remain silent. Similarly, the school of Rabbi Yishmael taught that the verse: “Who is like You, O Lord, among the gods [elim]” (Exodus 15:11), should be read as: Who is like You among the mute [ilmim], for You conduct Yourself like a mute and remain silent in the face of Your blasphemers.

²⁸⁵ What else did Titus do? He took the curtain and formed it like a large basket, and brought all of the sacred vessels of the Temple and placed them in it. And he put them on a ship to go and be praised in his city that he had conquered Jerusalem, as it is stated: “And so I saw the wicked buried, and come to their rest; but those that had done right were gone from the holy place, and were forgotten in the city; this also is vanity” (Ecclesiastes 8:10). Do not read the word as “buried [keburim].” Rather, read it as collected [kevutzim]. And do not read the word as “and were forgotten [veyishtakehu].” Rather, read it as: And they were praised [veyishtabehu]. According to this interpretation, the verse speaks of those who will gather and collect items “from the holy place,” the Temple, and be praised in their city about what they had done.

²⁸⁶ There are those who say that the verse is to be read as written, as it is referring to items that were actually buried. This is because even items that had been buried were revealed to them, i.e., Titus and his soldiers, as they found all of the sacred vessels.

²⁸⁷ It is further related about Titus that he was once traveling at sea and a wave rose up against him and threatened to drown him. Titus said: It seems to me that their God, the God of Israel, has power only in water. Pharaoh rose against them and He drowned him in water. Sisera rose against them and He drowned him in water. Here too, He has risen up against me to drown me in water. If He is really mighty, let Him go up on dry land and there wage war against me. A Divine Voice issued forth and said to him: Wicked one, son of a wicked one, grandson of Esau the wicked, for you are among his descendants and act just like him, I have a lowly creature in My world and it is called a gnat.

²⁸⁸ The Gemara interjects: Why is it called a lowly creature? It is called this because it has an entrance for taking in food, but it does not have an exit for excretion.

²⁸⁹ The Gemara resumes its story about Titus. The Divine Voice continued: Go up on dry land and make war with it. He went up on dry land, and a gnat came, entered his nostril, and picked at his brain for seven years. Titus suffered greatly from this until one day he passed by the gate of a blacksmith's shop. The gnat heard the sound of a hammer and was silent and still. Titus said: I see that there is a remedy for my pain. Every day they would bring a blacksmith who hammered before him. He would give four dinars as payment to a gentile blacksmith, and to a Jew he would simply say: It is enough for you that you see your enemy in so much pain. He did this for thirty days and it was effective until then. From that point forward, since the gnat became accustomed to the hammering, it became accustomed to it, and once again it began to pick away at Titus's brain.

²⁹⁰ It is taught in a baraita that Rabbi Pineḥas ben Arova said: I was at that time among the noblemen of Rome, and when Titus died they split open his head and found that the gnat had grown to the size of a sparrow weighing two sela. It was taught in another baraita: It was like a one-year-old pigeon weighing two litra.

²⁹¹ Abaye said: We have a tradition that its mouth was made of copper and its claws were fashioned of iron. When Titus was dying, he said to his attendants: Burn that man, i.e., me, and scatter his ashes across the seven seas, so that the God of the Jews should not find me and stand me for judgment.

²⁹² § The Gemara relates: Onkelos bar Kalonikos, the son of Titus's sister, wanted to convert to Judaism. He went and raised Titus from the grave through necromancy, and said to him: Who is most important in that world where you are now? Titus said to him: The Jewish people. Onkelos asked him: Should I then attach myself to them here in this world? Titus said to him: Their commandments are numerous, and you will not be able to fulfill them. It is best that you do as follows: Go out and battle against them in that world, and you will become the chief, as it is written: "Her adversaries [tzareha] have become the chief" (Lamentations 1:5), which means: Anyone who distresses [meitzer] Israel will become the chief. Onkelos said to him: What is the punishment of that man, a euphemism for Titus himself, in the next world? Titus said to him:

²⁹³ That which he decreed against himself, as he undergoes the following: Every day his ashes are gathered, and they judge him, and they burn him, and they scatter him over the seven seas.

²⁹⁴ Onkelos then went and raised Balaam from the grave through necromancy. He said to him: Who is most important in that world where you are now? Balaam said to him: The Jewish people. Onkelos asked him: Should I then attach myself to them here in this world? Balaam said to him: You shall not seek their peace or their welfare all the days (see Deuteronomy 23:7). Onkelos said to him: What is the punishment of that man, a euphemism for Balaam himself, in the next world? Balaam said to him: He is cooked in boiling semen, as he caused Israel to engage in licentious behavior with the daughters of Moab.

²⁹⁵ Onkelos then went and raised Jesus the Nazarene from the grave through necromancy. Onkelos said to him: Who is most important in that world where you are now? Jesus said to him: The Jewish people. Onkelos asked him: Should I then attach myself to them in this world? Jesus said to him: Their welfare you shall seek, their misfortune you shall not seek, for anyone who touches them is regarded as if he were touching the apple of his eye (see Zechariah 2:12).

²⁹⁶ Onkelos said to him: What is the punishment of that man, a euphemism for Jesus himself, in the next world? Jesus said to him: He is punished with boiling excrement. As the Master said: Anyone who mocks the words of the Sages will be sentenced to boiling excrement. And this was his sin, as he

mocked the words of the Sages. The Gemara comments: Come and see the difference between the sinners of Israel and the prophets of the nations of the world. As Balaam, who was a prophet, wished Israel harm, whereas Jesus the Nazarene, who was a Jewish sinner, sought their well-being.

²⁹⁷ To conclude the story of Kamtza and bar Kamtza and the destruction of Jerusalem, the Gemara cites a baraita. It is taught: Rabbi Elazar says: Come and see how great is the power of shame, for the Holy One, Blessed be He, assisted bar Kamtza, who had been humiliated, and due to this humiliation and shame He destroyed His Temple and burned His Sanctuary.

²⁹⁸ § It was previously mentioned (55b) that the place known as the King's Mountain [Tur Malka] was destroyed on account of a rooster and a hen. The details of what happened are as follows: It was customary in that place that when they would lead a bride and groom to their wedding, they would take out a rooster and a hen before them, as if to say in the manner of a good omen: Be fruitful and multiply like chickens.

²⁹⁹ One day a troop [gunda] of Roman soldiers passed by there while a wedding was taking place and took the rooster and hen from them. The residents of the city fell upon them and beat them. The soldiers came and said to the emperor: The Jews have rebelled against you. The emperor then came against them in war. Among the residents of the King's Mountain there was a certain man named bar Deroma who could jump the distance of a mil, and he killed many of the Romans, who were powerless to stand up against him. The emperor then took his crown and set it on the ground as a sign of mourning. He said: Master of the Universe, if it is pleasing to You, do not give over that man, a euphemism for himself, and his kingdom into the hands of only one man.

³⁰⁰ In the end it was the words issuing from his own mouth that caused bar Deroma to stumble, as he uttered this verse in complaint against God: "Have You not rejected us, O God, so that You go not forth, O God, with our hosts?" (Psalms 60:12). The Gemara asks: But did not David also say this? The Gemara answers: David uttered these words as a question, wondering whether they were true, whereas bar Deroma pronounced them as a statement of fact.

³⁰¹ The Gemara recounts what happened to bar Deroma: He entered an outhouse, a snake came and eviscerated him, and he died. The emperor said: Since a miracle was performed for me, as I had no part in bar Deroma's death, I will let the rest of the people be this time and take no further action against them. He let them be and went on his way. They leapt about, ate, drank, and lit so many candles in celebration that the image [bilyona] imprinted on a seal [gushpanka] was visible from a distance of a mil. The emperor then said: The Jews are rejoicing over me. So he went back and came against them.

³⁰² Rav Asi says: Three hundred thousand men with drawn swords entered the King's Mountain and massacred its inhabitants for three days and three nights. And at the same time on the other side of the mountain, weddings and other festivities continued to be celebrated, and they did not know about each other, owing to the enormous size of the place.

³⁰³ § Concerning the verse: "The Lord has swallowed up without pity all the habitations of Jacob" (Lamentations 2:2), it is related that when Ravin came from Eretz Yisrael to Babylonia he said that Rabbi Yoḥanan says: This is referring to the six hundred thousand cities that King Yannai had in the King's Mountain. As Rav Yehuda says that Rav Asi says: King Yannai had six hundred thousand cities in the King's Mountain, and each of them had a population as great as the number of those who

left Egypt, except for three of those cities, the population of which was double the number of those who left Egypt.

³⁰⁴ These are those three cities: Kefar Bish, Kefar Shiḥalayim, and Kefar Dikhrayya. The Gemara explains the meaning of these place-names. Kefar Bish, Evil Town, was called by that name because its inhabitants would not open their houses to guests. Kefar Shiḥalayim was referred to by that name because their livelihood was derived from the cultivation of cress [shaḥalayim]. As for Kefar Dikhrayya, Town of Males, Rabbi Yoḥanan says: Their women would first give birth to boys, and afterward give birth to girls, and then they would stop having children.

³⁰⁵ Ulla said: I myself saw that place, and it could not hold even six hundred thousand reeds, all the more so that number of people. A certain heretic said to Rabbi Ḥanina: You lie with your exorbitant exaggerations. Rabbi Ḥanina said to him: With regard to Eretz Yisrael it is written: Land of the deer (see Jeremiah 3:19). Just as the skin of a deer cannot hold its flesh, for after the animal is skinned, its hide shrinks, so too, with regard to Eretz Yisrael, when it is settled, it expands, but when it is not settled, it contracts. This explains how a place that is so small today could have been so highly populated prior to the Temple's destruction.

³⁰⁶ § The Gemara relates that Rav Minyumi bar Ḥilkiya, Rav Ḥilkiya bar Toviya, and Rav Huna bar Ḥiyya were once sitting together. They said: If there is someone who has heard anything about Kefar Sekhanya of Egypt, which was in that region, let him relate it.

³⁰⁷ One of them began the discussion and said: There was an incident involving a betrothed man and woman from there who were taken captive by gentiles and the latter married them off to each other. The woman said to the man: Please do not touch me, as I do not have a marriage contract from you, and it is prohibited for us to live together without one. And until the day of his death the man did not touch the woman.

³⁰⁸ And when he died without having touched her, the woman said to the Sages: Eulogize this man who conquered [shepitpet] his passion [beyitzro] more than Joseph. As in the case of Joseph it was only for a short time that he had to overpower his inclination and resist Potiphar's wife (see Genesis, chapter 39), whereas this man struggled with his passion each and every day. Furthermore, Joseph was not in one bed with Potiphar's wife, whereas this man was in one bed with his wife. In addition, with Joseph the woman was not his wife, whereas with this man she was his wife, as she was already betrothed to him.

³⁰⁹ Another Sage began his remarks and said: It once happened that the market price of forty se'a of grain stood at one dinar. And then the rate went down one se'a [modeya], so that only thirty-nine se'a were sold for a dinar. And they checked to see what sin had caused this, and they found a father and son who had engaged in sexual intercourse with a betrothed young woman on Yom Kippur. They brought the offenders to court and stoned them, and the rate returned to its former level.

³¹⁰ Yet another Sage began his remarks and said: There was an incident there involving a man who set his eyes upon his wife to divorce her, but her marriage contract was large and he wished to avoid having to pay it. What did he do? He went and invited his friends, gave them food and drink, made them drunk, and lay his friends and his wife in one bed. He then brought the white of an egg, which has the appearance of semen, and placed it on the sheet between them. He then stood witnesses over them so that they could offer testimony, and went to court claiming that his wife had committed adultery.

³¹¹ A certain Elder of the disciples of Shammai the Elder was there, and Bava ben Buta was his name. He said to them: This is the tradition that I received from Shammai the Elder: Egg white on a bedsheet contracts and hardens when heated by fire, whereas semen is absorbed into the sheet by the fire. They checked the matter and found in accordance with his statement that the substance on the sheet was not semen but egg white. They then brought the husband to court, administered lashes to him, and made him pay his wife's marriage contract in full.

³¹² Abaye said to Rav Yosef: But since those in the city were so righteous, what is the reason that they were punished and destroyed? Rav Yosef said to him: It is because they did not mourn for Jerusalem, as it is written: "Rejoice with Jerusalem, and be glad with her, all you that love her, rejoice with joy with her, all you that did mourn for her" (Isaiah 66:10). The verse teaches that one who mourns for Jerusalem will rejoice in its rebuilding, and one who fails to mourn for Jerusalem is destroyed.

³¹³ § It was stated earlier that the city of Beitar was destroyed on account of a shaft from a carriage. The Gemara explains that it was customary in Beitar that when a boy was born they would plant a cedar tree and when a girl was born they would plant a cypress [tornita]. And when they would later marry each other they would cut down these trees and construct a wedding canopy for them with their branches. One day the emperor's daughter passed by there and the shaft of the carriage in which she was riding broke. Her attendants chopped down a cedar from among those trees and brought it to her. Owing to the importance that they attached to their custom, the residents of Beitar came and fell upon them and beat them. The attendants came and said to the emperor: The Jews have rebelled against you. The emperor then came against them in war.

³¹⁴ It was in connection with the war that ensued that the Sages expounded the following verse: "He has cut off in His fierce anger all the horn of Israel" (Lamentations 2:3). Rabbi Zeira says that Rabbi Abbahu says that Rabbi Yoḥanan says: These are the eighty thousand officers bearing battle trumpets in their hands, who entered the city of Beitar when the enemy took it and killed men, women, and children until their blood flowed into the Great Sea. Lest you say that the city was close to the sea, know that it was a mil away.

³¹⁵ It is similarly taught in a baraita that Rabbi Eliezer the Great says: There are two rivers in the Yadayim Valley in that region, one flowing one way and one flowing the other way. And the Sages estimated that in the aftermath of this war these rivers were filled with two parts water to one part blood. Likewise, it was taught in a baraita: For seven years the gentiles harvested their vineyards that had been soaked with the blood of Israel without requiring any additional fertilizer.

³¹⁶ § With regard to the Babylonian exile following the destruction of the First Temple, Rabbi Ḥiyya bar Avin says that Rabbi Yehoshua ben Korḥa says: An old man from among the inhabitants of Jerusalem related to me: In this valley that lies before you, Nebuzaradan, captain of the guard of the Babylonian king Nebuchadnezzar, killed 2,110,000 people. And in Jerusalem itself he killed 940,000 people on one stone, until the blood of his victims flowed and touched the blood of Zechariah to fulfill what is stated: "And blood touches blood" (Hosea 4:2).

³¹⁷ The Gemara clarifies the details of what happened: Nebuzaradan found the blood of Zechariah, the son of Jehoiada the priest, and saw that it was bubbling up from the ground, and he said: What is this? Those in the Temple said to him: It is sacrificial blood that had been poured there. He brought

animal blood, compared it to the blood bubbling up from the ground, and saw that it was not similar to it.

³¹⁸ Nebuzaradan said to them: If you tell me whose blood this is, it will be well for you. But if not, I will comb your flesh with iron combs. They said to him: What shall we say to you? He was a prophet among us, who used to rebuke us about heavenly matters, and we rose up against him, and killed him (II Chronicles 24:20–22), and for many years now his blood has not settled.

³¹⁹ Nebuzaradan said to them: I will appease Zechariah. He brought the members of the Great Sanhedrin and of a lesser Sanhedrin and killed them alongside the bubbling blood, but it still did not settle. He then brought young men and virgins and killed them alongside it, but it still did not settle. He then brought schoolchildren and killed them alongside it, but it still did not settle. Finally Nebuzaradan said to him: Zechariah, Zechariah, I have killed the best of them. Would it please you if I destroyed them all? When he said this, the blood at last settled.

³²⁰ At that moment Nebuzaradan contemplated the idea of repentance and said to himself: If, for the death of one soul, that of Zechariah, God punishes the Jewish people in this manner, then that man, that is to say, I, who has killed all of those souls, all the more so will I be subject to great punishment from God. He fled, sent to his house a document detailing what was to be done with his property, and converted to Judaism.

³²¹ A Sage taught a baraita relating to this matter: Naaman, commander of the army of the king of Aram (see II Kings, chapter 5), was not a convert, as he did not accept all of the mitzvot, but rather he was a ger toshav, a gentile who resides in Eretz Israel and observes the seven Noahide mitzvot. Nebuzaradan, by contrast, was a convert, as explained previously.

³²² The Gemara adds that some of Haman's descendants studied Torah in Bnei Brak, and some of Sisera's descendants taught children Torah in Jerusalem, and some of Sennacherib's descendants taught Torah in public. Who are they? They are Shemaya and Avtalyon, the teachers of Hillel the Elder.

³²³ As for the incident involving the blood of Zechariah, this is alluded to by that which is written: "I have set her blood upon the bare rock that it should not be covered" (Ezekiel 24:8).

³²⁴ § Apropos its discussion of the destruction of the Temple and the calamities that befell Israel, the Gemara cites the verse: "The voice is the voice of Jacob, but the hands are the hands of Esau" (Genesis 27:22), which the Sages expounded as follows: "The voice"; this is the cry stirred up by the emperor Hadrian, who caused the Jewish people to cry out when he killed six hundred thousand on six hundred thousand in Alexandria of Egypt, twice the number of men who left Egypt. "The voice of Jacob"; this is the cry aroused by the emperor Vespasian, who killed four million people in the city of Beitar. And some say: He killed forty million people. "And the hands are the hands of Esau"; this is the wicked kingdom of Rome that destroyed our Temple, burned our Sanctuary, and exiled us from our land.

³²⁵ Alternatively, "the voice is the voice of Jacob" means that no prayer is effective in the world unless some member of the seed of Jacob has a part in it. The second clause in the verse, "and the hands are the hands of Esau," means that no war grants victory unless some member of the seed of Esau has a part in it.

³²⁶ And this is what Rabbi Elazar says: The verse that says: “You shall be hid from the scourge of the tongue” (Job 5:21), means: You shall need to hide on account of quarrels provoked by the tongue. Rav Yehuda says that Rav says: What is the meaning of that which is written: “By the rivers of Babylonia, there we sat down and wept, when we remembered Zion” (Psalms 137:1)? This teaches that the Holy One, Blessed be He, showed David the destruction of the First Temple and the destruction of the Second Temple. He saw the destruction of the First Temple, as it is stated: “By the rivers of Babylon, there we sat down and wept.” He saw the destruction of the Second Temple, as it is written later in that same psalm: “Remember, O Lord, against the children of Edom the day of Jerusalem, when they said: Raze it, raze it, to its very foundation” (Psalms 137:7), as the Second Temple was destroyed by the Romans, “the children of Edom.”

³²⁷ Rav Yehuda says that Shmuel says, and some say that it was Rabbi Ami who says this, and some say that it was taught in a baraita: There was an incident involving four hundred boys and girls who were taken as captives for the purpose of prostitution. These children sensed on their own what they were expected to do, and they said: If we commit suicide and drown in the sea, will we come to eternal life in the World-to-Come? The oldest child among them expounded the verse: “The Lord said, I will bring back from Bashan, I will bring them back from the depths of the sea” (Psalms 68:23). “I will bring back from Bashan,” i.e., from between the teeth [bein shen] of the lion, and “I will bring them back from the depths of the sea” is referring to those who drown in the sea for the sake of Heaven.

³²⁸ When the girls heard this, they all leapt and fell into the sea. The boys then drew an a fortiori inference with regard to themselves and said: If these girls, for whom sexual intercourse with men is their natural way, act in such a manner, then we, for whom sexual intercourse with men is not our natural way, should all the more so conduct ourselves likewise. They too leapt into the sea. Concerning them and others like them the verse states: “As For Your sake we are killed all the day long; we are reckoned as sheep for the slaughter” (Psalms 44:23).

³²⁹ And Rav Yehuda said: This verse applies to the woman and her seven sons who died as martyrs for the sake of the sanctification of God’s name. The incident occurred as follows: They brought in the first of the woman’s sons before the emperor and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “I am the Lord your God” (Exodus 20:2). They immediately took him out and killed him.

³³⁰ And they then brought in another son before the emperor, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “You shall have no other gods beside Me” (Exodus 20:3). And so they took him out and killed him. They then brought in yet another son before the emperor, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “He that sacrifices to any god, save to the Lord only, he shall be utterly destroyed” (Exodus 22:19). And so they took him out and killed him.

³³¹ They then brought in another son, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “You shall not bow down to any other god” (Exodus 34:14). And so they took him out and killed him. They then brought in yet another son, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “Hear, O Israel, the Lord is our God, the Lord is One” (Deuteronomy 6:4). And so they took him out and killed him.

³³² They then brought in another son, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “Know therefore this today, and consider it in your heart, that the Lord, He is God in heaven above and upon the earth beneath; there is no other” (Deuteronomy 4:39). And so they took him out and killed him.

³³³ They then brought in yet another son, and said to him: Worship the idol. He said to them: I cannot do so, as it is written in the Torah: “You have avouched the Lord this day to be your God...and the Lord has avouched you this day to be a people for His own possession” (Deuteronomy 26:17–18). We already took an oath to the Holy One, Blessed be He, that we will not exchange Him for a different god, and He too has taken an oath to us that He will not exchange us for another nation.

³³⁴ It was the youngest brother who had said this, and the emperor pitied him. Seeking a way to spare the boy’s life, the emperor said to him: I will throw down my seal before you; bend over and pick it up, so that people will say that he has accepted the king’s authority [harmana]. The boy said to him: Woe [haval] to you, Caesar, woe to you, Caesar. If you think that for the sake of your honor I should fulfill your command and do this, then for the sake of the honor of the Holy One, Blessed be He, all the more so should I fulfill His command.

³³⁵ As they were taking him out to be killed, his mother said to them: Give him to me so that I may give him a small kiss. She said to him: My son, go and say to your father Abraham, You bound one son to the altar, but I bound seven altars. She too in the end went up to the roof, fell, and died. A Divine Voice emerged and said: “A joyful mother of children” (Psalms 113:9), as she raised her children to be devoted in their service of God.

³³⁶ Rabbi Yehoshua ben Levi says concerning the verse: “For Your sake we are killed all the day long” (Psalms 44:23), that this is referring to circumcision, which was given for the eighth day, as the blood of our newborn sons is spilled for the sake of the covenant with God. Rabbi Shimon ben Lakish says: This verse was stated in reference to Torah scholars who demonstrate the halakhot of slaughter on themselves, meaning that they demonstrate on their own bodies how ritual slaughter should be performed and occasionally injure themselves in the process. This is as Rava says: A person may demonstrate anything using himself to illustrate the act except for slaughter and another matter, a euphemism for sexual intercourse.

³³⁷ Rav Naḥman bar Yitzḥak says: These people in the verse are Torah scholars who kill themselves over the words of Torah, in accordance with the statement of Rabbi Shimon ben Lakish. As Rabbi Shimon ben Lakish says: The words of the Torah endure only for one who kills himself over them, as it is stated: “This is the Torah, when a man dies in a tent” (Numbers 19:14). Rabba bar bar Ḥana says that Rabbi Yoḥanan says: Forty se’a

³³⁸ of phylactery boxes were found on the heads of those killed in Beitar. Rabbi Yannai, son of Rabbi Yishmael, says: There were found three large baskets each holding forty se’a of phylactery boxes. And it was taught in a baraita: There were forty large baskets each holding three se’a.

³³⁹ The Gemara notes: And these Sages do not disagree: This Sage is referring to phylacteries of the head, whereas this Sage is referring to phylacteries of the arm, for owing to the different manners in which they are fashioned, they are also different in size.

³⁴⁰ Rabbi Asi says: Four kav of brains from children whose skulls were smashed were found on one stone. Ulla says: Nine kav. Rav Kahana said, and some say that it was Sheila bar Mari who said:

What is the verse from which it is derived? “O daughter of Babylon, marked for devastation; happy is he who shall repay you your recompense for what you have done to us. Happy is he who shall seize and dash your little ones against the rock” (Psalms 137:8–9).

³⁴¹ § The verse states: “The precious sons of Zion, comparable to fine gold” (Lamentations 4:2). What is the meaning of the expression “comparable to fine gold”? If we say that it means they were covered in fine gold [piza], this is difficult; but didn’t the school of Rabbi Sheila say: Two istira weights of fine gold came down into the world, one in Rome and one in all the rest of the world. If so, it is certainly impossible to cover the inhabitants of Jerusalem with fine gold, as there is not enough of it in the entire world to do so. Rather, this means that they would be so attractive that they would disgrace fine gold because of their beauty.

³⁴² The Gemara relates that initially the noblemen of Rome would keep an image imprinted on a seal by their beds and engage in sexual intercourse opposite that image, so that they would beget children of similar beauty. From this point forward, from the time of the Great Revolt, they would bring Jewish children, tie them to the foot of their beds, and engage in sexual intercourse across from them, because they were so handsome.

³⁴³ It is related that it once happened that they did this to two children, and one of them said to the other: Where is this affliction written in the Torah? The other said to him: As it is written: “Also every sickness, and every plague, which is not written in the book of this Torah” (Deuteronomy 28:61). The first one said: How far am I in my studies from this, i.e., how much more would I have had to learn in order to reach this verse? The other said: Had you gone on one and a half columns [pusta], you would have reached this. The first child said to the other: Had I reached this verse, I would not have needed you, as I would have known on my own that the verse was speaking about this.

³⁴⁴ Rav Yehuda says that Shmuel says in the name of Rabban Shimon ben Gamliel: What is the meaning of that which is written: “My eye affects my soul because of all the daughters of my city” (Lamentations 3:51)? There were four hundred synagogues in the city of Beitar, and in each and every one of them there were four hundred schoolteachers, and each and every one of these teachers had four hundred schoolchildren.

³⁴⁵ And when the enemy entered there, these schoolchildren stabbed them with their pens [behotreihen]. And when the enemy prevailed and caught them, they wrapped the children in their scrolls and lit them on fire.

³⁴⁶ The Sages taught another baraita (Tosefta, Horayot 2:5) relating to the fate of the Jewish children: There was an incident involving Rabbi Yehoshua ben Hananya who once went to the great city of Rome, where they said to him: There is a child in prison with beautiful eyes and an attractive appearance, and his curly hair is arranged in locks. Rabbi Yehoshua went and stood by the entrance to the prison. He said, as if speaking to himself: “Who gave Jacob for a spoil, and Israel to the robbers?” (Isaiah 42:24). That child answered by reciting the continuation of the verse: “Did not the Lord, He against Whom we have sinned, and in Whose ways they would not walk, neither were they obedient to His law?”

³⁴⁷ Rabbi Yehoshua said: I am certain that, if given the opportunity, this child will issue halakhic rulings in Israel, as he is already exceedingly wise. He said: I take an oath by the Temple service that I will not move from here until I ransom him for whatever sum of money they set for him. They said

that he did not move from there until he ransomed him for a great sum of money, and not even a few days had passed when this child then issued halakhic rulings in Israel. And who was this child? This was Rabbi Yishmael ben Elisha.

³⁴⁸ Rav Yehuda says that Rav says: There was an incident involving the son and the daughter of Rabbi Yishmael ben Elisha the High Priest, who were taken captive and sold into slavery to two different masters. After some time the two masters met in a certain place. This master said: I have a male slave whose beauty is unmatched in all of the world, and that master said: I have a female slave whose beauty is unmatched in all of the world.

³⁴⁹ The two masters said: Come, let us marry these two slaves to one another and divide the children born to them between us, as they will certainly be very beautiful. They secluded them in a room. This one, the son, sat in one corner, and that one, the daughter, sat in the other corner. He said: I am a priest and the descendant of High Priests. Shall I marry a female slave? And she said: I am the daughter of a priest and the descendant of High Priests. Shall I be married to a male slave? And they wept all through the night.

³⁵⁰ When dawn arrived they recognized each other and saw that they were brother and sister. They fell on each other and burst into tears until their souls departed due to their great distress. And with regard to them and others like them, Jeremiah lamented: “For these things I weep; my eye, my eye runs down with water” (Lamentations 1:16).

³⁵¹ Reish Lakish says: There was an incident involving a certain woman named Tzafenat bat Peniel. And why was she called this? She was called Tzafenat because they would all gaze [tzofin] at her beauty, and she was called bat Peniel because she was the daughter [bat] of the High Priest who served in the innermost sanctum [lifnai vefefnim] of the Temple.

³⁵² And it happened that she was taken captive and her captor abused and raped her all night. The next day he dressed her in seven garments and took her out to sell her. A certain man who was especially ugly came and said to the man who was selling her: Show me her beauty. He said to him: Good-for-nothing, if you wish to buy her then buy her, for there is no beauty like hers in all of the world.

³⁵³ The potential buyer said to the seller: Even so, I wish to see for myself. He removed the six outermost garments, and she herself tore the seventh, and rolled in ashes. She said before God: Master of the Universe, even if You have shown no pity to us, and have allowed us to be disgraced in this way, why have You not shown pity to the sanctity of Your mighty name by which we are called?

³⁵⁴ And with regard to her and others like her, Jeremiah lamented: “O daughter of My people, gird yourself with sackcloth and roll in ashes; make you mourning as for an only son, most bitter lamentation, for the spoiler shall suddenly come upon us” (Jeremiah 6:26). It is not stated: Upon you, but rather “upon us,” for the spoiler shall come, as it were, both over Me and over you. God Himself shares this pain and His name is also disgraced.

³⁵⁵ § Rav Yehuda says that Rav says: What is the meaning of that which is written: “And they covet fields, and take them by violence; and houses, and take them away; so they oppress a man and his house, even a man and his heritage” (Micah 2:2)? There was an incident involving a certain man who set his eyes on his master’s wife, and he was a carpenter’s apprentice [shulya].

³⁵⁶ One time his master needed to borrow some money, and his apprentice said to him: Send your wife to me and I will lend her the money. He sent his wife to him, and the apprentice stayed with her for three days. He then went back to his master before she did, and the master said to him: Where is my wife whom I sent to you? The apprentice said to him: I sent her back immediately, but I heard that the youth abused and raped her on the way.

³⁵⁷ The master said to his apprentice: What shall I do? The apprentice said to him: If you listen to my advice, divorce her. He said to him: But her marriage contract is large and I do not have the money to pay it. The apprentice said to him: I will lend you the money, and you will give her payment of her marriage contract. The master arose and divorced her, and the apprentice went and married her.

³⁵⁸ When the time came that the debt was due, and he did not have the means with which to repay it, the apprentice said to his master: Come and work off your debt with me. And they, the apprentice and his wife, would sit and eat and drink, while he, the woman's first husband, would stand over them and serve them their drinks. And tears would drop from his eyes and fall into their cups, and at that time the Jewish people's sentence was sealed, for remaining silent in the face of this injustice. And some say that the Jewish people were punished for two wicks in one lamp, a euphemism for the sin of adultery committed by this couple while the master was still married to the woman.

³⁵⁹ § The Gemara returns to the mishna, which states: If one first purchased land from a Sicarius, and afterward returned and purchased the same field from the prior landowner, so that he will be considered the legal owner of the field, his purchase is void. Rav says: They taught that the purchase is void only in a case where the prior owner says to the buyer when he came to acquire the field from him: Go, take possession of the field and thereby acquire it, as in such a case the prior owner can say that he did not actually mean to sell him the field. But if he sold it to him with a bill of sale, the buyer acquires the field. And Shmuel says: Even if he sold it to him with a bill of sale, the buyer does not acquire it unless the prior owner writes him a guarantee that if the field is repossessed by a creditor of the prior owner, the prior owner, who sold him the field, will compensate him for his loss, as by writing this guarantee he demonstrates that this is a true sale.

³⁶⁰ It is taught in a baraita (Tosefta 5:2) in accordance with the opinion of Shmuel that Rabbi Shimon ben Elazar says: If one first purchased a field belonging to a married woman from the wife, so that if her husband were to predecease or divorce her, the purchaser would then own it fully, and afterward he returned and purchased the same field from the husband, so that he will have the right to use it in the interim, his purchase stands. If he first acquired the field from the husband, and afterward he returned and purchased the same field from the wife, his purchase is void, unless the woman writes him a guarantee. This supports Shmuel's opinion that only when the prior owner writes the buyer a guarantee is it assumed that he sold him the field wholeheartedly.

³⁶¹ The Gemara asks: Let us say that this baraita is a conclusive refutation of the opinion of Rav, who said that a written bill of sale suffices and a guarantee is not required. The Gemara answers: Rav could have said to you: What is the guarantee mentioned here? It too is referring to a bill of sale, as it suffices that she sell him the field with a bill of sale, and it is not necessary for her to write him a guarantee in addition.

³⁶² The Sages taught in a baraita: If one purchased land from a Sicarius and consumed its produce for three years in the presence of the prior owner, and then the one who purchased it from the

Sicarius returned and sold it to another person, the prior owner has no claim against the second buyer.

³⁶³ The Gemara clarifies: What are the circumstances of the case? If the second buyer claims and says to the prior owner: After buying the property from the Sicarius, the first buyer returned and purchased it from you, providing you with proper reimbursement, then even the first buyer should be deemed credible if he claims that he purchased the property from the prior owner. This is because he has been physically in possession of the property for three years, and this can serve as proof that he is in fact the legal owner. And if the second buyer does not claim and say to the prior owner: He purchased the property from you, then even the second buyer should also not retain possession of the property. This is in accordance with the principle that physical possession of property that is not accompanied by a claim that the property was legally acquired cannot serve as proof of ownership.

³⁶⁴ Rav Sheshet says: Actually, it is referring to a case where the second buyer does not claim that the first buyer purchased the property from the prior owner. And although in general, physical possession of property that is not accompanied by a claim that the property was legally acquired cannot serve as proof of ownership, in a case such as this the court makes a claim on behalf of an heir and the court makes a claim on behalf of a buyer. Since heirs and buyers are generally unaware of the circumstances in which their predecessor obtained possession of the property, the court advances the claim on their behalf that it had been acquired legally.

³⁶⁵ And as to the other party, the first buyer, if he claims that he purchased the property from the prior owner, yes, he retains possession of the property, as his physical possession of the property is accompanied by a proper claim. But if he does not make such a claim, he does not retain possession, because the court does not make the claim on his behalf.

³⁶⁶ § The Sages taught in a baraita (Tosefta 5:2): If property comes into one's possession due to payment of a debt or due to unjust seizure [anparot] of the land by a gentile, the previously mentioned laws of Sicarii do not apply. And the unjustly seized land itself must remain in the possession of the gentile who seized it for at least twelve months before another buyer can take possession of it.

³⁶⁷ The Gemara raises an objection based on the fact that the twelve-month waiting period is relevant to the laws of Sicarii: But didn't you say that the laws of Sicarii do not apply in this case? The Gemara answers: This is what the baraita is saying: Property purchased from the Sicarius himself must remain in his possession for at least twelve months.

³⁶⁸ Rav Yosef says that we have a tradition that there is no unjust seizure of land in Babylonia. The Gemara objects: But don't we see that there is unjust seizure of land in Babylonia? Rather, say that there is no law of unjust seizure in Babylonia, meaning that this law is not applied in Babylonia. What is the reason for this? Since there is a regional seat of government [bei davar], and yet the owner does not go and complain before it that his property had been seized, say that he waived his rights to the property and consequently is unable to bring a claim about it.

³⁶⁹ It is related that Giddel bar Re'ilai received land from the residents of a certain valley in exchange for payment of the land tax [taska]. All of the residents of the valley would jointly pay the land tax. After some of the residents had gone away, those who remained authorized Giddel bar Re'ilai to use the land of the absentee owners, on condition that Giddel would pay the land tax on their behalf. Giddel gave the money for three years in advance, although the tax was ordinarily paid

annually. Eventually, after the first year, the prior owners came and said to Giddel: With regard to the first year for which you paid the tax, you have already consumed the produce. Now we will pay the taxes and we will consume the produce, and you shall have no further rights to it.

³⁷⁰ The parties came before Rav Pappa to decide the case. At first he thought of writing for Giddel a document of authorization to repossess the property against the residents of the valley [baga], allowing Giddel to hold the land for two more years in compensation for the money that he had advanced for the taxes. Rav Huna, son of Rav Yehoshua, said to Rav Pappa: If so, you made this law like that applying to a Sicarius, and it has already been established that the law of Sicarii does not apply in Babylonia. Rather, Rav Huna, son of Rav Yehoshua, said: In this case Giddel placed his money on the horn of a deer, meaning that he himself put his money in jeopardy. The money he had advanced is regarded as a gift, and he has no right to demand that he be reimbursed.

³⁷¹ § The mishna teaches: This is the initial version of the mishna. Later, the court of those who came after the Sages who composed that mishna said: With regard to one who purchased a field from a Sicarius, he must give the prior owner one-fourth of the field's value. Rav says: He gives him one-fourth of what he paid by giving him a portion of the land, or else one-fourth in money, whichever he prefers. And Shmuel says: He gives him one-fourth of the land, which is one-third of the money that he paid.

³⁷² The Gemara explains: With regard to what do these amora'im disagree? One Sage, Shmuel, holds that the Sicarius sold the field to the buyer for one-fourth less than its actual value. Consequently, the buyer must return to the prior owner the amount by which he profited when he bought the property from the Sicarius, which is one-third of the money that he actually paid. And one Sage, Rav, holds that the Sicarius sold the field to the buyer for one-fifth less than its actual value. Consequently, the buyer is required to return to the prior owner only one-fifth of the actual value, which is one-fourth of what he actually paid.

³⁷³ The Gemara raises an objection from what is taught in a baraita: This is the initial version of the mishna. Later, the court of those who came after the Sages who composed that mishna said: With regard to one who purchased a field from a Sicarius, he must give the prior owner one-fourth of the field's value, and the prior owner has the advantage. If he wants land, he takes what is due him in land, and if he wants money, he takes what is due him in money. When does this apply? At a time when the prior owner is unable to purchase the field himself; but if he is able to purchase it himself, he precedes anyone else.

³⁷⁴ Rabbi Yehuda HaNasi later convened a court, and they counted their votes and determined that if the field remained before, i.e., in the possession of, the Sicarius for twelve months, whoever first purchases the field acquires possession of it, but he must give the prior owner one-fourth of its value by giving him a portion of the land or one-fourth in money. This is in accordance with the statement of Rav, but it is difficult for Shmuel.

³⁷⁵ Rav Ashi said: When that baraita is taught, it is referring to one-fourth of the total amount after the money reached the prior owner's possession. In other words, it does not refer to one-fourth of the money that the buyer paid the Sicarius, but one-fourth of the field's actual value, which is one-third of what the buyer paid the Sicarius. Rav says:

³⁷⁶ I was present for the counting of the vote in the court set up in the school of Rabbi Yehuda HaNasi when they established this ordinance, and they would start with me first, asking for my opinion on the matter, although I was the youngest member of the court.

³⁷⁷ The Gemara asks: But didn't we learn in the mishna (Sanhedrin 32a): In cases of monetary law and in cases involving ritual purities and impurities, the judges begin their deliberations with the opinion of the most learned member sitting on the bench, as a demonstration of honor to him. But in cases of capital law, they begin their deliberations with the opinion of the youngest member who sits on one of the side benches of the court, lest the junior members be unduly influenced by the opinion of their elders, and people come to be wrongfully executed as a result. The matter involving Rav was not a capital case. Why did they begin their deliberations with Rav, who was certainly not the most learned member of the court, as that designation clearly belonged to Rabbi Yehuda HaNasi?

³⁷⁸ And Rabba, son of Rava, says, and some say that it was Rabbi Hillel, son of Rabbi Volas, who says: The counting of the vote in the court in the school of Rabbi Yehuda HaNasi was different, as all of their deliberations and countings of the vote would begin with the junior members sitting on the side. This was because Rabbi Yehuda HaNasi was held in such high esteem that once he expressed his opinion, nobody would be so brazen as to contradict him.

³⁷⁹ And apropos of the greatness of Rabbi Yehuda HaNasi, Rabba, son of Rava, says, and some say that it was Rabbi Hillel, son of Rabbi Volas, who says: From the days of Moses and until the days of Rabbi Yehuda HaNasi we do not find unparalleled greatness in Torah knowledge and unparalleled greatness in secular matters, including wealth and high political office, combined in one place, i.e., in a single individual.

³⁸⁰ The Gemara asks: But was there not such a person? Wasn't there Joshua, who was unparalleled in both domains? The Gemara answers: During his day there was Elazar, who was Joshua's equal in Torah knowledge. The Gemara asks: Wasn't there Elazar, who outlived Joshua? The Gemara answers: During his day, there was Pinehas, who was Elazar's equal in Torah knowledge. The Gemara objects: Wasn't there Pinehas, who outlived Elazar? The Gemara answers: There were the Elders, who were equal to Pinehas in Torah knowledge.

³⁸¹ The Gemara further objects: Wasn't there Saul, who was unparalleled in both domains? The Gemara answers: There was Samuel, who was Saul's equal in Torah knowledge. The Gemara asks: But didn't Samuel pass away in Saul's lifetime, leaving Saul the leading figure in both domains? The Gemara answers: We meant to say that from the days of Moses to the days of Rabbi Yehuda HaNasi there was no other single individual who reigned supreme in Torah and greatness for all the years that he was the leader of the Jewish people. The Gemara asks: But wasn't there David, who was both the greatest Torah authority and the most powerful temporal authority of his day? The Gemara answers: There was Ira the Jairite, who was David's equal in Torah knowledge.

³⁸² The Gemara objects: But didn't Ira the Jairite pass away in David's lifetime? The Gemara answers: In order to qualify for this designation, we require that he be the leading figure in both Torah and high office for all the years that he is the leader of the Jewish people. The Gemara asks: Wasn't there Solomon, who was unparalleled in both domains? The Gemara answers: During his day there was Shimi ben Gera, who was Solomon's master in Torah knowledge. The Gemara objects: But didn't Solomon kill him at the beginning of his reign (see I Kings, chapter 2)? The Gemara answers:

We meant to say that from the days of Moses to the days of Rabbi Yehuda HaNasi there was no other single individual who reigned supreme in Torah and greatness all of his years.

³⁸³ The Gemara further objects: Wasn't there Hezekiah, who was both the leading Torah scholar of his age and also the king of his people? The Gemara answers: There was Shebnah in that generation, who was Hezekiah's equal in Torah knowledge. The Gemara asks: Wasn't he killed in the war against Sennacherib? The Gemara answers: We meant to say that there was no similar individual who reigned supreme in both Torah and high office all of his years. The Gemara asks: But wasn't there Ezra, who was the greatest Torah sage of his day and the leader of the Jewish people? The Gemara answers: There was Nehemiah ben Hacaliah who was his equal.

³⁸⁴ Rav Aḥa, son of Rava, says: I also say something similar, that from the days of Rabbi Yehuda HaNasi and until the days of Rav Ashi, we do not find unparalleled greatness in Torah knowledge and unparalleled greatness in secular matters, including wealth and high political office, combined in one place, i.e., in a single individual. The Gemara asks: But was there not such a person? But wasn't there Huna bar Natan, who enjoyed both great Torah scholarship and great wealth, who lived during the time of Rav Ashi? The Gemara answers: Huna bar Natan is different, as he himself was subordinate to Rav Ashi, who was his superior in both domains.

³⁸⁵ MISHNA: The following enactments were also made for the betterment of the world: A deaf-mute may express his wishes through gestures [romez]; that is to say, he can signal that he wishes to buy or sell a certain item, and the purchase or sale is valid. And similarly he may respond to others through gestures; that is to say, he can signal that he agrees to a transaction initiated by another party, and the transaction is valid. And ben Beteira says: Signals are not necessary, as even if he expresses his wishes to buy or sell through lip movements [kofetz] or responds to others through lip movements, the transaction is valid. These halakhot apply to transactions involving movable property. It was similarly enacted that a purchase made by young children [paotot] is a valid purchase, and a sale made by them is a valid sale. These halakhot apply to transactions involving movable property.

³⁸⁶ GEMARA: Rav Naḥman says in clarification of the scope of the dispute between the first tanna and ben Beteira: The dispute is only with regard to the purchase or sale of movable property. But with regard to bills of divorce, all agree, even ben Beteira, that a deaf-mute can communicate only through gestures and not through lip movements.

³⁸⁷ The Gemara asks: It is obvious that this is the case, as didn't we learn in the mishna: These halakhot apply to transactions involving movable property? The Gemara answers: Rav Naḥman's statement is necessary, lest you say that the mishna means that these halakhot apply even to transactions involving movable property, and they similarly apply to other matters, such as bills of divorce. Therefore, Rav Naḥman teaches us that ben Beteira's validation of lip movements applies only to transactions involving movable property, but not to bills of divorce.

³⁸⁸ There are those who say an alternative version of the previous passage, that Rav Naḥman says as follows: Just as there is a dispute between the first tanna and ben Beteira with regard to transactions involving movable property, so too, there is a dispute with regard to bills of divorce. The Gemara objects: But didn't we learn in the mishna: These halakhot apply to transactions involving movable property? The Gemara answers: Say that the mishna means as follows: These halakhot apply even to

transactions involving movable property, and similarly they apply to other matters, such as bills of divorce.

³⁸⁹ § The mishna teaches that a purchase made by young children is a valid purchase, and a sale made by them is a valid sale. These halakhot apply to transactions involving movable property. The Gemara asks: And from what age are children included in this enactment? Rav Yehuda pointed to Rav Yitzḥak, his son: From the age of about six or seven. Rav Kahana said: From the age of about seven or eight. It was taught in a baraita: From the age of about nine or ten.

³⁹⁰ The Gemara comments: And they do not disagree about the issue itself; rather, each child is evaluated according to his sharpness. Some children are gifted and understand the nature of business transactions from an earlier age, while others are slower and do not reach the requisite understanding until they are older. The Gemara asks: What is the reason that the Sages instituted this enactment for young children? Rabbi Abba bar Ya'akov says that Rabbi Yoḥanan says: In order to provide for the child's livelihood, as there may be times a child will have no other way to support himself but to engage in some type of business. If his transactions are not valid, he will go hungry.

³⁹¹ Having cited a tradition reported by Rabbi Abba bar Ya'akov, the Gemara cites another such statement with regard to a different matter: The verse states: "And he said to him who was over the wardrobe [meltaḥa]: Bring forth garments for all the worshippers of the Ba'al" (II Kings 10:22). What is the meaning of the word "meltaḥa"? Rabbi Abba bar Ya'akov says that Rabbi Yoḥanan says: It is something that can be compressed and then stretched [nimlal venimtaḥ] back to its former size; i.e., a certain type of garment that can be folded up so that it is very small, and afterward unfolded so that it is very large.

³⁹² When Rav Dimi came from Eretz Yisrael to Babylonia, he said that Rabbi Yoḥanan says: A wealthy man named Bonyam ben Nunyam once sent Rabbi Yehuda HaNasi a gift comprised of the following items: Sivni and ḥoms, salsela and malmala, which were all special types of linen. The Gemara explains what was unique about each of these fabrics: When folded, the sivni and ḥoms could be compressed to the size, respectively, of a nut and half a nut. When the salsela and malmala were folded, they could be compressed to the size, respectively, of a pistachio nut and half a pistachio nut. These fabrics were so thin that they could be compressed to a small size, but when they were unfolded they were large enough to cover Rabbi Yehuda HaNasi's body. The Gemara explains further: What is the meaning of the term malmala? It is something that can be compressed and stretched.

³⁹³ The Gemara returns to examine the matter of the transactions of young children and asks: And up to how much is their mistake? What is the maximum amount a child can underpay or overcharge without the mistake canceling the sale? Rabbi Yona says that Rabbi Zeira says: Up to one-sixth of the article's value, like the mistake of an adult. If the buyer or seller underpaid or overcharged up to one-sixth of the article's true value, the wronged party can demand reimbursement. If the error in price was greater than one-sixth, the transaction is annulled.

³⁹⁴ Abaye raises a dilemma: What is the halakha with regard to a young child's gift? Rav Yeimar says: His gift is not a valid gift. Mar bar Rav Ashi says: His gift is a valid gift.

³⁹⁵ The Sages reversed the attributions of these two statements and sent word of this dispute to Rav Mordekhai, leading him to understand that it was Mar bar Rav Ashi who said that the child's gift is not valid. Rav Mordekhai said to them: Go say to Mar son of my Master, Rav Ashi: Wasn't the

incident as follows? When the Master, Rav Ashi, was standing with one foot on the ground and one foot on the step, we said to him: What is the halakha with regard to a young child's gift? And he said to us: His gift is a valid gift, whether it is the gift of a person on his deathbed, who gives instructions before his death concerning the disposal of his property, or it is the gift of a healthy person, whether it is a large gift or it is a small gift. In all cases the gift is valid.

³⁹⁶ MISHNA: Having mentioned a series of enactments instituted by the Sages for the sake of the betterment of the world, the Gemara continues: These are the matters that the Sages instituted on account of the ways of peace, i.e., to foster peace and prevent strife and controversy: At public readings of the Torah, a priest reads first, and after him a Levite, and after him an Israelite. The Sages instituted this order on account of the ways of peace, so that people should not quarrel about who is the most distinguished member of the community. Similarly, the Sages enacted that a joining of courtyards is placed in an old house where it had regularly been placed on account of the ways of peace, as will be explained in the Gemara.

³⁹⁷ The Sages enacted that the pit that is nearest to the irrigation channel that supplies water to several pits or fields is filled first on account of the ways of peace. They established a fixed order for the irrigation of fields, so that people would not quarrel over who is given precedence.

³⁹⁸ Animals, birds, or fish that were caught in traps are not acquired by the one who set the traps until he actually takes possession of them. Nevertheless, if another person comes and takes them, it is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery.

³⁹⁹ Similarly, a lost item found by a deaf-mute, an imbecile, or a minor is not acquired by him, since he lacks the legal competence to effect acquisition. Nevertheless, taking such an item from him is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery.

⁴⁰⁰ If a poor person gleanes olives at the top of an olive tree and olives fall to the ground under the tree, then taking those olives that are beneath it is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery.

⁴⁰¹ One does not protest against poor gentiles who come to take gleanings, forgotten sheaves, and the produce in the corner of the field, which is given to the poor [pe'a], although they are meant exclusively for the Jewish poor, on account of the ways of peace.

⁴⁰² GEMARA: The mishna teaches that at public readings of the Torah, a priest reads first, and after him a Levite. The Gemara asks: From where are these matters derived? What is the source of this halakha in the Torah? Rav Mattana said: As the verse states: "And Moses wrote this Torah, and delivered it to the priests, the sons of Levi" (Deuteronomy 31:9). The Gemara explains the inference: Is that to say I do not know that the priests are the sons of Levi? Why is it necessary for the verse to say this? Rather, the Torah was first delivered to the priests and afterward to the other Levites, and this serves as the source for the enactment that first a priest reads from the Torah, and after him a Levite.

⁴⁰³ Rabbi Yitzḥak Nappaḥa said that this halakha is derived from here, as it is written: "And the priests, the sons of Levi, shall come near" (Deuteronomy 21:5). The Gemara asks: Is that to say I do not know that the priests are the sons of Levi? Rather, the Torah was first given to the priests and afterward to the other Levites, and from this we learn that first a priest reads from the Torah, and after him a Levite.

⁴⁰⁴ Rav Ashi said that this halakha is derived from here: “The sons of Amram, Aaron and Moses; and Aaron was separated, that he should be sanctified as most holy” (I Chronicles 23:13). This indicates that Aaron and his descendants, the priests, are considered to be holier than the rest of the tribe of Levi. Consequently, they are given precedence in public Torah readings.

⁴⁰⁵ Rabbi Ḥiyya bar Abba said that this halakha is derived from here, as it is stated with regard to a priest: “And you shall sanctify him” (Leviticus 21:8), giving a priest priority for every matter of sanctity. And with regard to this verse, a Sage from the school of Rabbi Yishmael taught: “And you shall sanctify him,” giving a priest priority for every matter of sanctity: To open the discussion in the study hall first, to recite the blessing of Grace after Meals first, and to take a fine portion at a meal first, meaning that he can choose any portion at a meal for himself.

⁴⁰⁶ Abaye said to Rav Yosef: According to this, why does the mishna teach that the priest reads first from the Torah on account of the ways of peace, indicating that this is a rabbinic enactment? Is it not by Torah law that he reads first? Rav Yosef said to Abaye: Indeed, it is by Torah law, but the reason that the priest reads first is on account of the ways of peace.

⁴⁰⁷ Abaye objected: Aren’t the halakhot of the entire Torah also given on account of the ways of peace, as it is written: “Her ways are ways of pleasantness, and all her paths are peace” (Proverbs 3:17)? Consequently, this halakha is no different from the other halakhot in the Torah, all of which were given to increase pleasantness and tranquility in the world.

⁴⁰⁸ Rather, Abaye said: The mishna’s statement that a priest reads first from the Torah on account of the ways of peace is in accordance with what was said by my master, Rabba. As it is taught in a baraita (Tosefta, Berakhot 5:3): When two people are eating together from a single dish, they must wait for each other, but if there are three, each eats when he wishes and they do not need to wait for each other. Generally, the one who breaks bread extends his hand to take food first, but if he wishes to show respect to his teacher or to one who is greater than he and allow him to take first, he has permission to do so.

⁴⁰⁹ And the Master, Rabba, said with regard to this baraita: They taught this with regard to a meal, that one may show honor to a person of greater stature and allow him to take food first. But in the synagogue, one may not show another honor, because the congregants are liable to come to quarrel about who is the most distinguished among them. Accordingly, the ruling of the mishna is that to prevent strife and controversy, it is not permitted for a priest to honor an Israelite and allow him to read first from the Torah in his place.

⁴¹⁰ Rav Mattana said: With regard to this matter that you stated, that in the synagogue a priest is not permitted to honor an Israelite and allow him to read first, we said this only concerning Shabbatot and Festivals, when many people are present for the services, but not on Mondays and Thursdays, when only a small number of people are there. On those days it is permitted for one to honor his superior, and there is no concern that this will lead to a quarrel.

⁴¹¹ The Gemara asks: Is that so? Is it actually prohibited for a priest to honor his teacher and allow him to read first in his place? But didn’t Rav Huna, who was not a priest, read the Torah section ordinarily reserved for priests, even on Shabbatot and Festivals? The Gemara answers: Rav Huna is different, as even Rabbi Ami and Rabbi Asi, the most important priests in Eretz Yisrael, were subject to his jurisdiction. Therefore, there was no concern about a quarrel, because everyone agreed that he was the leading authority of the generation and it was fitting that he should read from the Torah first.

⁴¹² § Abaye said that we have a tradition that if there is no priest there in the synagogue at the time of the Torah reading, the bundle is separated, i.e., a Levite is not shown precedence over Israelites. And Abaye said that we have a tradition that if there is no Levite there in the synagogue, a priest reads in his place.

⁴¹³ The Gemara asks: Is that so? But didn't Rabbi Yoḥanan say: One priest should not read after another priest, because people might mistakenly think that the second priest was called to read due to a flaw that was found in the status of the first one, i.e., that he was found not to be a priest. And one Levite should not read after another Levite, because people might mistakenly think that there is a flaw in both of them. If two Levites read one after the other, people might say that the second is not a Levite but an Israelite, or else that the first was not a Levite, and therefore a real Levite was called to read in his place. The Gemara answers: When we said that when there is no Levite present a priest reads in his place, we were speaking of the same priest who had already read from the Torah, for in that case there is no concern that people will think that a flaw had been found in his status.

⁴¹⁴ The Gemara raises a question with regard to Rabbi Yoḥanan's statement: What is different that in the case where one Levite reads from the Torah after another Levite, Rabbi Yoḥanan says that there is concern that people might mistakenly think that there is a flaw in both of them? It must be that he is concerned that people might say that one of them, either the first or the second, is certainly not a Levite. If so, in the case where one priest reads from the Torah after another priest, he should also be concerned that people might say that one of them, either the first or the second, is certainly not a priest. Why, then, was Rabbi Yoḥanan concerned only about suspicions that might be raised about the first priest? The Gemara answers: He speaks about a case where we have a presumption concerning the father of the second one, that he is a priest.

⁴¹⁵ The Gemara asks: If so, here too, in the case of the Levites let us say that we have a presumption concerning the father of the second one, that he is a Levite. Rather, the concern here is that even if it is known that he is the son of a Levite, people might say that perhaps the father married a mamzeret, a daughter born from an incestuous or adulterous relationship, or a Gibeonite woman, and thereby disqualified his children, so that they are considered Israelites rather than Levites. If so, then here too, in the case of the priests, there is concern that people might say that perhaps the priest's father married a divorced woman or a yevama who underwent ḥalitza [ḥalutza] and thereby disqualified his children from the priesthood (see Leviticus 21:7).

⁴¹⁶ The Gemara answers: Ultimately, is he a Levite? If the priest is disqualified from the priesthood owing to his blemished lineage, he has the status of an Israelite, not a Levite. Therefore, if he reads from the Torah after another priest, and it is known that his father is a priest, then it must be that he too is a qualified priest. Therefore, the only reason for concern is that people might say that there is a flaw in the status of the first priest.

⁴¹⁷ With regard to the concern itself, the Gemara asks: And about whom is there a concern? Who might mistakenly think that the first priest's status is blemished? If you say that the concern is for those sitting in the synagogue until the end of the Torah reading, that is not a valid concern, as they see that he is counted as one of the seven who must read from the Torah, and therefore he must certainly be a qualified priest. Rather, the concern is for those who leave before the conclusion of the reading, and do not know that he was counted among the seven readers.

⁴¹⁸ The people of the Galilee sent a question to Rabbi Ḥelbo: After them, the priest and the Levite,

⁴¹⁹ who reads from the Torah? An answer was not readily available to him. He came and asked Rabbi Yitzḥak Nappaḥa, who said to him: After them read the Torah scholars who are appointed as leaders [parnasim] of the community. And after them read Torah scholars who are fit to be appointed as leaders of the community, even if in practice they received no such appointment. The Sages said that a Torah scholar who knows how to answer any question asked of him is fit to be appointed as leader of the community. And after them read the sons of Torah scholars whose fathers were appointed as leaders of the community. And after them read the heads of synagogues, and after them any person.

⁴²⁰ The people of the Galilee sent a question to Rabbi Ḥelbo: What is the halakha with regard to reading from ḥumashim, i.e., scrolls containing only one of the five books of the Torah, in the synagogue in public? Is this permitted, or is it necessary to read from a complete Torah scroll? An answer was not readily available to him. He came and asked Rabbi Yitzḥak Nappaḥa, but an answer was not readily available to him either. Rabbi Yitzḥak Nappaḥa came and asked this question in the study hall, and they resolved the difficulty from that which Rabbi Shmuel bar Naḥmani says that Rabbi Yoḥanan says: With regard to a Torah scroll that is missing even one sheet of parchment, one may not read from it in public. This indicates that an incomplete Torah scroll may not be used for a public Torah reading.

⁴²¹ The Gemara rejects this argument: But that is not so, i.e., this cannot serve as a proof to the matter at hand. There, it is lacking part of the matter it is addressing, as a sheet of parchment is missing, whereas here, it is not lacking part of the matter it is addressing, as it contains a complete book. Rabba and Rav Yosef both say: One does not read from ḥumashim in the synagogue out of respect for the community.

⁴²² And Rabba and Rav Yosef both say: It is prohibited to publicly read the haftara, the portion from the Prophets that is read after the weekly Torah portion, on Shabbat, from a scroll containing only the haftarot. What is the reason for this? It is because this type of scroll may not be written, as the words of the Prophets must also be written as complete books.

⁴²³ Mar bar Rav Ashi said: To handle such a scroll on Shabbat is also prohibited. What is the reason for this? It is because it is not fit to be read. Consequently, it is treated as set-aside [muktze] on Shabbat. The Gemara rejects this argument: But that is not so; rather, it is permitted to handle such a scroll and it is permitted to read from it.

⁴²⁴ And a proof for this is that Rabbi Yoḥanan and Rabbi Shimon ben Lakish used to read from a scroll of aggada containing the words of the Sages on Shabbat. But such a scroll may not be written, for in principle, the statements of the Oral Law may not be committed to writing. Rather, since it is not possible to remember the Oral Law without writing it down, it is permitted to violate the halakha, as indicated by the verse: "It is time to act for the Lord; they have nullified your Torah" (Psalms 119:126). Here too, in the case of a haftara scroll, since it is not always possible to write complete books of the Bible, due to the expense, it is permitted to apply the reasoning of "It is time to act for the Lord; they have nullified your Torah."

⁴²⁵ Abaye raised a dilemma before Rabba: What is the halakha with regard to whether it is permitted to write a scroll containing only one portion of the Torah for the purpose of enabling a child to study it? The Gemara notes: Let the dilemma be raised according to the one who says that the Torah was given from the outset scroll by scroll, meaning that Moses would teach the Jewish people one portion

of the Torah, and then write it down, and then teach them the next portion of the Torah, and then write that down, and continue in this way until he committed the entire Torah to writing. And let the dilemma also be raised according to the one who says that the Torah was given as a complete book, meaning that the Torah was not written down incrementally, but rather, after teaching the Jewish people the entire Torah, Moses committed it to writing all at once.

⁴²⁶ The Gemara explains the two sides of the dilemma according to each opinion: Let the dilemma be raised according to the one who says that the Torah was given scroll by scroll. On the one hand it is possible to say that since the Torah was originally given scroll by scroll, today as well one may write the Torah in separate scrolls. Or on the other hand, perhaps one should say that since it was ultimately joined together to form a single scroll, it was joined together and can no longer be written in separate scrolls.

⁴²⁷ And let the dilemma also be raised according to the one who says that the Torah was given as a complete book. On the one hand it is possible to say that since it was given from the outset as a complete book, one may not write it today in separate scrolls. Or on the other hand, perhaps one could say that since it is not always possible to write a complete Torah, one may write it in separate scrolls. Rabba said to him: One may not write the Torah in separate scrolls. And what is the reason? Because one may not write a scroll that is only part of the Torah.

⁴²⁸ Abaye raised an objection to his opinion from a mishna (Yoma 37b) where it was taught: Queen Helene also fashioned a golden tablet as a gift for the Temple on which the Torah portion discussing a sota was written. When the priest would write the scroll of a sota in the Temple, he would copy this Torah portion from the tablet, so that a Torah scroll need not be taken out for that purpose. This indicates that it is permitted for one to write a single portion of the Torah. Rabbi Shimon ben Lakish says in the name of Rabbi Yannai: There is no proof from this mishna, as the tablet prepared by Queen Helene was not written in an ordinary manner, but rather it consisted of the letters of the *ales-beit*, i.e., only the first letter of each word was written on the tablet, and by looking at it the priest writing the sota scroll would remember what to write.

⁴²⁹ The Gemara raised an objection from a baraita that teaches: When the priest writes the sota scroll, he looks at and writes that which is written on the tablet, which indicates that the full text of the passage was written on the tablet. The Gemara rejects this argument: Emend the baraita and say that it should read as follows: He looks at and writes like that which is written on the tablet. The tablet aids the priest in remembering the text that must actually be written.

⁴³⁰ The Gemara raised an objection from a different baraita: When he writes, he looks at the tablet and writes that which is written on the tablet. And what is written on the tablet? "If a man lay with you...and if he did not lay with you" (see Numbers 5:19). Apparently, the full text of the passage was written on the tablet. The Gemara answers: With what are we dealing here? The tablet fashioned by Queen Helene was written by alternating complete words and initials. The first words of each verse were written there, but the rest of the words in the verse were represented by initials. Therefore, this contribution of Queen Helene does not resolve the question of whether writing a scroll for a child is permitted.

⁴³¹ The Gemara comments: The question of whether or not writing a scroll for a child is permitted is subject to a dispute between *tanna'im*, as it is taught in the following baraita: One may not write a scroll containing only one portion of the Torah for the purpose of enabling a child to study, but if the

writer's intention is to complete the scroll, it is permitted. Rabbi Yehuda says: In the book of Genesis he may write a scroll from the beginning until the generation of the flood. In *Torat Kohanim*, the book of Leviticus, he may write a scroll from the beginning until "And it came to pass on the eighth day" (Leviticus 9:1).

⁴³² The Gemara returns to discuss the previously mentioned dispute. Rabbi Yoḥanan says in the name of Rabbi Bana'a: The Torah was given from the outset scroll by scroll, as it is stated: "Then I said, behold, I come with the scroll of the book that is written for me" (Psalms 40:8). King David is saying about himself that there is a section of the Torah, "the scroll of the book," that alludes to him, i.e., "that is written for me." This indicates that each portion of the Torah constitutes a separate scroll. Rabbi Shimon ben Lakish says: The Torah was given as a complete book, as it is stated: "Take this scroll of the Torah" (Deuteronomy 31:26), which teaches that from the outset the Torah was given as a complete unit.

⁴³³ The Gemara asks: And according to the other Sage, Rabbi Yoḥanan, as well, isn't it written "take," indicating that the Torah scroll was given whole? How does he explain this verse? The Gemara answers: That verse is speaking about the Torah after it was joined together to form a single unit.

⁴³⁴ The Gemara asks: And according to the other Sage, Reish Lakish, as well, isn't it written: "With the scroll of the book that is written for me," indicating that the Torah was given scroll by scroll? How does he explain this verse? The Gemara answers: That verse teaches that the entire Torah is called a scroll. This is indicated in another verse as well, as it is written: "And He said to me: What do you see? And I said: I see a flying scroll" (Zechariah 5:2).

⁴³⁵ Alternatively, this verse serves to allude to the sections of the Torah discussed in that statement of Rabbi Levi, as Rabbi Levi says: Eight sections were said on the day that the Tabernacle was erected, on the first of Nisan. They are: The section of the priests (Leviticus 21:1–22:26); the section of the Levites (Numbers 8:5–26); the section of the impure (Leviticus 13:1–14:57); the section of the sending away of the impure (Numbers 5:1–4); the section beginning with the words "After the death" (Leviticus, chapter 16);

⁴³⁶ the section dealing with priests who have become intoxicated with wine (Leviticus 10:8–11); the section of the lamps (Numbers 8:1–7); and the section of the red heifer (Numbers, chapter 19), as all of these sections are necessary for service in the Tabernacle.

⁴³⁷ § The Gemara continues its discussion concerning the writing of the Torah: Rabbi Elazar says: The majority of the Torah was transmitted in writing, while the minority was transmitted orally, as it is stated: "I wrote for him the greater part of My Torah; they were reckoned a strange thing" (Hosea 8:12), meaning that the majority of the Torah was transmitted in written form. And Rabbi Yoḥanan says: The majority of the Torah was transmitted orally [al peh], while the minority was transmitted in writing, as it is stated with regard to the giving of the Torah to Moses on Mount Sinai: "For on the basis of [al pi] these matters I have made a covenant with you and with Israel" (Exodus 34:27), which indicates that the greater part of the Sinaitic covenant was taught orally.

⁴³⁸ The Gemara asks: And according to the other Sage, Rabbi Yoḥanan, as well, isn't it written: "I wrote for him the greater part of My Torah"? How does he understand this verse? The Gemara answers: This verse is not a statement, but rather a rhetorical question expressing bewilderment: For did I write for him the greater part of My Torah? In that case they, the Jewish people, would be

reckoned as strangers, meaning that there would be no difference between them and the nations of the world if everything was written down. Rather, the majority of the Torah must remain an oral tradition.

⁴³⁹ The Gemara asks: And according to the other Sage, Rabbi Elazar, as well, isn't it written: "For on the basis of these matters I have made a covenant with you and with Israel"? How does he understand this verse? The Gemara answers: That verse, which indicates that the covenant was based on that which was taught by oral tradition, is stated due to the fact that it is more difficult to learn matters transmitted orally, but not because these matters are more numerous than those committed to writing.

⁴⁴⁰ Rabbi Yehuda bar Nahmani, the disseminator for Rabbi Shimon ben Lakish, expounded as follows: It is written: "Write you these matters" (Exodus 34:27), and it is written later in that same verse: "For on the basis of [al pi] these matters." How can these texts be reconciled? They mean to teach: Matters that were written you may not express them orally [al peh], and matters that were taught orally you may not express them in writing. The school of Rabbi Yishmael taught: The word "these" in the mitzva recorded in the verse "Write you these matters" is used here in an emphatic sense: These matters, i.e., those recorded in the Written Law, you may write, but you may not write halakhot, i.e., the mishnayot and the rest of the Oral Law.

⁴⁴¹ Rabbi Yoḥanan says: The Holy One, Blessed be He, made a covenant with the Jewish people only for the sake of the matters that were transmitted orally [be'al peh], as it is stated: "For on the basis of [al pi] these matters I have made a covenant with you and with Israel" (Exodus 34:27).

⁴⁴² § The mishna teaches that the Sages enacted that a joining of courtyards [eiruv] is placed in an old house where it had regularly been placed on account of the ways of peace. The Gemara asks: What is the reason for this? If we say that it is to show respect to the owner of that house, but wasn't it related about a certain charity box, which was fashioned for the benefit of the community and brought honor to the person in whose house it was placed, that initially it was placed in Rav Yehuda's house, and afterward it was moved to Rabba's house, and afterward it was transferred to Rav Yosef's house, and afterward it was moved to Abaye's house, and afterward it was moved to Rava's house. This teaches that there is no issue here of respect, and that such items would ordinarily be moved from place to place.

⁴⁴³ Rather, say instead that the Sages instituted this enactment to avoid arousing suspicion. Since the eiruv had regularly been placed in a particular house, were it to be moved, people might think that the residents of the alleyway suspected that the owner of the house was stealing from them, and therefore they put it somewhere else.

⁴⁴⁴ § The mishna teaches that the Sages enacted that the pit that is nearest to the irrigation channel that supplies water to several pits or fields is filled first on account of the ways of peace. It was stated that the amora'im disagree about the following issue: When people own fields along a river and they irrigate their fields with water that is redirected from it, who among them enjoys first rights to irrigate his field? Rav said: The owners of the lowermost fields drink the water, i.e., irrigate their fields, first. And Shmuel said: The owners of the uppermost fields drink the water first.

⁴⁴⁵ The Gemara explains: With regard to a case where the water flows on its own, everyone agrees that whoever wishes to irrigate may do so as he wishes. When they disagree, it is with regard to a case where they need to dam the river and irrigate through channels. Shmuel said: The owners of the

uppermost fields drink the water first because they can say: We are nearer to the river's headwaters. And Rav said: The owners of the lowermost fields drink the water first because they can say: Let the river go its natural way and after we take what we need, dam it as you please.

⁴⁴⁶ We learned in the mishna that the Sages enacted that the pit that is nearest to the irrigation channel that supplies water to several pits or fields is filled first on account of the ways of peace. This teaches that the party who is nearest to the water's source enjoys first rights, and it supports Shmuel's opinion and is difficult for Rav. Shmuel interpreted the mishna in accordance with the opinion of Rav: The mishna refers here to an irrigation channel that passes the mouth of the pit, so that the pit fills with water on its own, even without damming.

⁴⁴⁷ The Gemara asks: If so, what is the purpose of stating this? It is obvious. The Gemara answers: Lest you say that the owners of the other fields can say to the owner of the pit: Dam your pit as well so that water not enter it, and irrigate your fields in proportion [hindeza], just like the rest of us. The mishna therefore teaches us that the owner of the pit is not required to do this, and consequently his pit is filled first.

⁴⁴⁸ Rav Huna bar Taḥalisa said: Now that the halakha was stated neither in accordance with the opinion of this Sage, Rav, nor in accordance with the opinion of that Sage, Shmuel, whoever is stronger prevails. Since the halakha has not been decided, the court refuses to judge the case and leaves the claimants to settle the matter themselves, in the hope that the rightful party will exert himself and prevail.

⁴⁴⁹ Rav Shimi bar Ashi came before Abaye and said to him: Master, set a time for me to study with you. Abaye said to him: I have a set time for myself, and I cannot devote it to you. Rav Shimi bar Ashi said to him: Master, set a time for me at night, and we can study then. Abaye said to him: I have to bring water at night with which to irrigate my fields. Rav Shimi bar Ashi said to him: I will irrigate for Master during the day, and then Master can set a time for me at night to study with him. Abaye said to him: Very well; this is an acceptable arrangement.

⁴⁵⁰ What did Rav Shimi bar Ashi do? He first went to the owners of the uppermost fields, and said to them: The owners of the lowermost fields drink the water first, in accordance with the opinion of Rav. He then went to the owners of the lowermost fields, and said to them: The owners of the uppermost fields drink the water first, in accordance with the opinion of Shmuel. In the meantime, while the owners of the upper fields and the lower fields were arguing over who has first rights to the water, Rav Shimi bar Ashi dammed the river and irrigated Abaye's fields. When he came before Abaye, the latter said to him: You have acted for me in accordance with two opposing opinions. And Abaye would not even taste the produce of that year because he thought that the water had reached his field in an unlawful manner.

⁴⁵¹ It is related that there were certain residents of a place called Bei Ḥarmakh who went and dug a channel at the head of the Shanvata River in order to divert the water and allow it to circle their fields, and then they returned the water to the river further downstream. Those who owned fields further upstream came before Abaye, and said to him: This damages our river, as the water is not flowing as it once had. Abaye said to them: Dig a little deeper with them, and that should solve the problem. They said to him: If we do that, our pits will become dry. Once Abaye heard this he said to the residents of Bei Ḥarmakh: Go remove yourselves from there, and dam the diversion that you made for the river.

⁴⁵² § The mishna teaches: Taking animals, birds, or fish that were caught in traps belonging to another person is considered robbery on account of the ways of peace. And Rabbi Yosei says that this is full-fledged robbery. The Gemara comments: With regard to nets [uzlei] and woven traps [oharei],
⁴⁵³ everyone agrees that since they are receptacles that hold the fish or animal entering them, by right the trapped animals belong to the owner of the trap. When they disagree, it is with regard to a fishhook or other traps [kokrei] that merely catch the fish or animal but are not receptacles that hold it. In such cases, there is reason to say that the owner of the trap does not take possession of the trapped animal, and therefore another person who takes it is guilty only of robbery on account of the ways of peace.

⁴⁵⁴ § The mishna teaches: Taking a lost item found by a deaf-mute, an imbecile, or a minor is considered robbery on account of the ways of peace. Rabbi Yosei says: It is full-fledged robbery. Rav Hisda says: Rabbi Yosei means that it is full-fledged robbery by rabbinic law but not by Torah law. The Gemara asks: What difference is there between full-fledged robbery by rabbinic law and robbery on account of the ways of peace? The Gemara answers: If it is full-fledged robbery by rabbinic law, the victim of robbery can recover the property from the robber by appealing to judges, i.e., the court can expropriate it from him by force.

⁴⁵⁵ § The mishna teaches that if a poor person gleans olives at the top of an olive tree and olives fall to the ground under the tree, then taking those olives that are beneath it is considered robbery on account of the ways of peace. According to Rabbi Yosei, it is full-fledged robbery. A Sage taught: If the poor person gathered the olives and placed them in his hand before they fell to the ground, this is full-fledged robbery, because the poor person had already acquired legal ownership of the olives when they were in his hand.

⁴⁵⁶ The Gemara relates that Rav Kahana was once walking to the city of Huzal when he saw a certain man who was throwing sticks at a palm tree and dates were falling to the ground. Rav Kahana went, gathered up some of the dates, and ate them. That man said to Rav Kahana: See, Master, that I threw them down with my hand, i.e., the dates were already in my hand, and therefore they are legally mine. Rav Kahana said to him: You are from the place of Rabbi Yoshiya, who was a great Sage in the city of Huzal. For that reason, you are knowledgeable in halakha. Rav Kahana read the verse about Rabbi Yoshiya: “And a righteous man is the foundation of the world” (Proverbs 10:25). Even after his death, Rabbi Yoshiya left a foundation for the world, as his city continued to be a center of Torah study.

⁴⁵⁷ § The mishna teaches: One does not protest against poor gentiles who come to take gleanings, forgotten sheaves, and the produce in the corner of the field, which is given to the poor [pe’a], although they are meant exclusively for the Jewish poor, on account of the ways of peace. Similarly, the Sages taught in a baraita (Tosefta 5:4): One sustains poor gentiles along with poor Jews, and one visits sick gentiles along with sick Jews, and one buries dead gentiles along with dead Jews. All this is done on account of the ways of peace, to foster peaceful relations between Jews and gentiles.

⁴⁵⁸ MISHNA: A woman may lend utensils to her friend who is suspect with regard to eating produce that grew in the Sabbatical Year after the time that such produce must be removed from the house and may no longer be eaten. The utensils that she may lend her include: A winnow, a sieve, a mill, and an oven. Lending her such utensils is not considered aiding in the commission of a transgression.

But she may not select the grain from the chaff or grind wheat with her, i.e., she may not actively assist her in the performance of a sin.

⁴⁵⁹ The wife of a ḥaver, one who is devoted to the meticulous observance of mitzvot, especially the halakhot of ritual purity, teruma, and tithes, may lend the wife of an am ha'aretz, one who is not scrupulous in these areas, a winnow and a sieve, and she may even select, grind, and sift with her. But once the wife of the am ha'aretz pours water into the flour, thereby rendering it susceptible to ritual impurity, the wife of the ḥaver may not touch anything with her, because one may not assist those who commit transgressions. And all of the allowances mentioned in the mishna were stated only on account of the ways of peace.

⁴⁶⁰ And one may assist gentiles who work the land during the Sabbatical Year, but one may not assist Jews who do this. Similarly, one may extend greetings to gentiles on account of the ways of peace.

⁴⁶¹ GEMARA: The Gemara asks with regard to the halakhot taught in the mishna: What is different in the first clause of the mishna that teaches that a woman may not select and grind grain with a woman who is suspected of eating produce of the Sabbatical Year after it is forbidden, and what is different in the latter clause that teaches that it is permitted for the wife of a ḥaver to assist the wife of an am ha'aretz in her selecting and grinding? Abaye said: Most amei ha'aretz tithe their produce, and therefore there is no reason to render it prohibited to assist the wife of an am ha'aretz in her work, as she is probably preparing a permitted food. Although there may be concern that the food was not tithed due to the minority of amei ha'aretz who do not separate tithes, this concern is ignored on account of the ways of peace.

⁴⁶² Rava said: Here the mishna speaks about the am ha'aretz as defined by Rabbi Meir and the issue of ritual impurity and purity by rabbinic law. It does not speak about the matter of separating teruma and tithes. As it is taught in a baraita (Tosefta, Avoda Zara 3:10): Who is an am ha'aretz? Anyone who does not eat his non-sacred produce in a state of ritual purity; this is the statement of Rabbi Meir. And the Rabbis say: An am ha'aretz is anyone who does not tithe his produce. Since the mishna is referring to the type of am ha'aretz about whom there is an assumption that he tithes his produce but does not eat his non-sacred produce in a state of ritual purity, and in light of the fact that eating non-sacred produce in a state of ritual purity is stipulated by rabbinic law, on account of the ways of peace, the Sages did not prohibit the wife of a ḥaver from assisting the wife of an am ha'aretz.

⁴⁶³ The Gemara raises an objection: But from the fact that the latter clause of the mishna teaches: Once the wife of the am ha'aretz pours water into the flour, the wife of the ḥaver may not touch anything with her because the water has rendered the dough susceptible to ritual impurity, it may be inferred that in the first clause in the mishna we are not dealing with concern about the halakhot of impurity and purity. Rather, the concern pertains to tithes.

⁴⁶⁴ The Gemara answers: Both in the first clause and in the latter clause the concern relates to impurity and purity. The difference is that in the first clause, even if the grain was already rendered susceptible to impurity, the concern is only about impurity of non-sacred produce. Rendering non-sacred produce impure is not prohibited by Torah law; it is a matter about which ḥaverim were meticulous. But in the latter clause, the concern is the impurity of ḥalla, the portion that must be separated from the dough and given to a priest. It is at the time that water is added to the flour that

the obligation to separate ḥalla from the dough takes effect. Due to the ḥalla that will be separated from the dough, it is prohibited by Torah law for one to render the dough impure.

⁴⁶⁵ And the Gemara raises a contradiction from another baraita (Tosefta, Demai 4:29):

⁴⁶⁶ One may grind one's tithed produce and deposit it with those who eat Sabbatical-Year produce and those who eat their own produce in a state of impurity, because there is no concern that they will exchange this produce with Sabbatical-Year produce or with impure produce, or that they will touch the produce. But one may not grind for those who eat Sabbatical-Year produce or for those who eat their own produce in a state of impurity, so as not to assist them in committing a transgression. This is difficult according to Rava's explanation of the mishna, that the wife of a ḥaver may grind non-sacred produce with the wife of an am ha'aretz, who eats his own produce in a state of ritual impurity.

⁴⁶⁷ Abaye said: There, in that baraita, we are dealing with a priest who is suspected with regard to partaking of teruma in a state of ritual impurity, which involves a prohibition of impurity by Torah law.

⁴⁶⁸ The Gemara asks: If so, if the baraita is referring to a priest, how then may one deposit tithed produce with him? The Gemara raises a contradiction from that which was taught in a baraita (Tosefta, Demai 4:28): One may deposit teruma with an Israelite who is an am ha'aretz. Although he is not meticulous about the halakhot of purity, there is no concern that he will defile the teruma. But one may not deposit teruma with a priest who is an am ha'aretz because he is accustomed to having teruma, and therefore he might not treat it properly and will touch and defile it.

⁴⁶⁹ Rabbi Ile'a says: With what are we dealing here, in the previously mentioned baraita, which teaches that one may deposit his tithed produce with one who eats his own produce in a state of ritual purity? This is referring to a case where one deposited the produce in an earthenware vessel with a tightly bound cover. In such a case, there is no concern that the priest who is suspected of partaking of teruma in a state of ritual impurity will touch the produce and render it impure.

⁴⁷⁰ The Gemara asks: And let there nevertheless be a concern lest the priest's menstruating wife move the vessel and impart ritual impurity to the produce inside it. A menstruating woman imparts impurity to the produce inside the vessel through moving it, even if the contents are tightly sealed in the vessel, and she does not come into direct contact with the contents.

⁴⁷¹ Rather, Rabbi Yirmeya says that this is not difficult. Here, where it is prohibited to deposit produce with a priest who is suspected with regard to partaking of teruma in a state of ritual impurity, we are dealing with produce that came into contact with a liquid and became susceptible to contracting ritual impurity. Consequently, there is concern that the priest may impart impurity to it. There, where it is permitted to deposit produce with such a priest, we are dealing with produce that has not yet become susceptible to contracting ritual impurity, in which case there is no concern that the priest will impart impurity to it.

⁴⁷² And the Gemara raises a contradiction from what is taught in a mishna (Demai 3:4): With regard to one who takes tithed wheat to a Samaritan grinder or to a grinder who is an am ha'aretz, the wheat retains its presumptive status with regard to tithes and Sabbatical-Year produce, as there is no concern that the grinder switched the grain. But the wheat does not retain its presumptive status with regard to impurity, as there is concern that perhaps the grinder touched it and rendered it impure.

⁴⁷³ The Gemara asks: What contradiction is there here? Did we not establish that the baraita that permits depositing produce is dealing with produce that has not yet become susceptible to contracting ritual impurity, and so it does not become impure when touched by an impure person? Here, the mishna in tractate Demai is dealing with produce that already became susceptible to contracting ritual impurity, and therefore there is concern that the produce will be rendered impure.

⁴⁷⁴ The Gemara asks: And he who asked the question, why did he ask it? Wasn't this answer already stated earlier? The Gemara answers: The one who asked the question cited this mishna only because he wished to raise a contradiction to it from another mishna, as according to this mishna the wheat that was brought to the suspect grinder retains its presumptive status with regard to tithes and Sabbatical-Year produce, and we are not concerned that perhaps the grinder exchanged the grain he had received with grain of his own that was forbidden in some way.

⁴⁷⁵ And the Gemara raises a contradiction to this from what was taught in a mishna (Demai 3:6): With regard to one who gives food to his mother-in-law, who is the wife of an am ha'aretz, so that she may prepare it for him, he must tithe everything that he gives her and everything that he takes from her. This is because she is suspected of exchanging any food received from him that was spoiled with her own food that was not spoiled. Perhaps, then, she did not return the food that he had given her but rather food that was not yet tithed. In this mishna, there is concern that an am ha'aretz may exchange produce that he received with produce of his own.

⁴⁷⁶ The Gemara answers that there the concern is for the reason that was explicitly taught in that mishna: Rabbi Yehuda said: His mother-in-law wants what is good for her daughter, that she not eat anything that is spoiled, and she is ashamed before her son-in-law to tell him that he had given her something that was spoiled. For this reason, she does not tell him that she exchanged the food.

⁴⁷⁷ The Gemara asks: And is this to say that in the case of ordinary people we are not concerned that food will be exchanged in a similar situation? But didn't we learn in a mishna (Demai 3:5): If one gives food to an innkeeper [pundakit] so that she can prepare it for him, he must tithe everything that he gives her and everything that he takes from her, because she exchanges the food received from him with food of her own? This indicates that the concern is not limited to the case of a mother-in-law. The Gemara answers: There, the innkeeper rules for herself that it is permitted for her to do this and says: Why should this student of Torah eat hot food while I will eat cold food? In other words, the innkeeper may justify her behavior to herself and exchange his food for hers.

⁴⁷⁸ The Gemara asks: And still, in the case of ordinary people, are we not concerned about food being switched? But isn't it taught in a baraita (Tosefta, Teharot 8:4): The wife of a ḥaver may grind with the wife of an am ha'aretz when she, the wife of the ḥaver, is impure, e.g., when she is menstruating and therefore careful not to touch food. And there is no concern that she will come to eat untithed produce. But she may not do this when she is pure. Rabbi Shimon ben Elazar says: She may not grind even when she is impure, because the other woman, the wife of the am ha'aretz,

⁴⁷⁹ may give her food and she may eat it, and there is concern that she will feed others her produce that was not tithed. Now, if there is concern that the wife of the am ha'aretz might steal from her husband and give the other woman food without his permission, should there not be concern that she might exchange her own food with that of the other woman? Can she be relied upon not to make the exchange? She certainly cannot be trusted, and there is concern about this possibility. Consequently,

it is not only in the cases of a man's mother-in-law and an innkeeper that there is concern that food may be exchanged.

⁴⁸⁰ Rav Yosef said: There too, the wife of the am ha'aretz rules for herself that she is permitted to do this, and she says: The ox may eat from its threshing. She thinks that while she is engaged in preparing food, it is permitted for her to take from the food and it is not considered stealing. Consequently, it cannot be learned from here that every am ha'aretz is suspected of exchanging his own food with that of another.

⁴⁸¹ § The Gemara cites a baraita (Tosefta, Demai 3:1) dealing with produce deposited with an am ha'aretz: Rabbi Yosei ben HaMeshullam testified in the name of Rabbi Yoḥanan, his brother, who said in the name of Rabbi Elazar ben Ḥasma: A dough kneader who is a ḥaver may not prepare a loaf to serve as ḥalla for an am ha'aretz while keeping the ḥalla dough in a state of ritual purity. But he may prepare all of his ordinary dough while keeping the dough in a state of purity, and then take the amount required for ḥalla from it, and place it in a basket [kefisha] or vessel [anḥuta], which do not contract ritual impurity. And when the am ha'aretz comes to take what was prepared for him, he can take both the dough and the ḥalla, and the one who prepared the dough does not need to be concerned that the am ha'aretz will impart impurity to the ḥalla.

⁴⁸² And similarly, an olive presser who is a ḥaver may not prepare oil from the olives of an am ha'aretz that are teruma while keeping the oil in a state of ritual impurity. But he may prepare all of his ordinary olives while keeping the oil in a state of purity, and then take the amount required for teruma from all of the oil, and place it in ritually pure vessels belonging to the ḥaver. And when the am ha'aretz comes to take what was prepared for him, he takes both the ordinary oil and the teruma, and the olive presser does not need to be concerned that the am ha'aretz will impart impurity to the teruma.

⁴⁸³ The Gemara asks: And what is the reason that such leniency was granted? Rabbi Yoḥanan said: For the sake of the kneader's livelihood and for the sake of the olive presser's livelihood.

⁴⁸⁴ The Gemara comments: And it is necessary for the baraita to state this halakha in both cases, as had the baraita taught it to us only in the case of a kneader, one might have said the following: The Sages were lenient with the kneader because his payment is not great, and therefore he is poor and in need of help, but with regard to an olive presser, whose payment is great, say that the Sages were not lenient with him. And had the baraita taught us the halakha only in the case of an olive presser, one might have said: The Sages were lenient with the olive presser because this type of work is not common. It is performed only during the olive harvest, and therefore there is great concern about his livelihood. But with regard to a kneader, whose work is common and performed year-round, say that the Sages were not lenient with him. Consequently, it is necessary to state the halakha in both cases.

⁴⁸⁵ The Gemara proceeds to clarify several points in the aforementioned baraita, in which the Master said: He may take the amount required for ḥalla from it, and place it in a basket or vessel, which do not contract ritual impurity. And when the am ha'aretz comes to take what was prepared for him, he can take both the dough and the ḥalla, and the one who prepared the dough does not need to be concerned that the am ha'aretz will impart impurity to the ḥalla. The Gemara questions this ruling: But let there be a concern lest the am ha'aretz touch the ḥalla and thereby impart impurity to it. The Gemara explains: This is not a concern, because we say to him: See that you do not touch the ḥalla, because if you touch it the dough will once again be considered like untithed produce.

⁴⁸⁶ The Gemara questions this explanation: But let there be a concern lest he does not care that the dough will once again be considered untithed. The Gemara explains: Now that it is evident that his intention was to do things in the right manner, and for this reason he employed a kneader who works in a state of ritual purity, can one say that he does not care whether or not his dough is properly prepared?

⁴⁸⁷ The Master said with regard to oil, further in that baraita: He may take the amount required for teruma from all of the oil, and place it in ritually pure vessels belonging to the ḥaver. And when the am ha'aretz comes to take what was prepared for him, he takes both the ordinary oil and the teruma, and the olive presser does not need to be concerned that the am ha'aretz will impart impurity to the teruma. The Gemara questions this ruling: But let there be a concern lest the am ha'aretz touch the teruma oil and impart impurity to it. Granted, there, in the case of ḥalla, there is a conspicuous marker, as one places the ḥalla in a special vessel that is not usually used for dough. But here, what conspicuous marker is there? The Gemara answers: He places the teruma oil in dung vessels, in stone vessels, or in clay vessels, which do not contract ritual impurity.

⁴⁸⁸ The Gemara raises a difficulty: If so, why mention specifically the vessels of a ḥaver? The same would hold true even for the vessels of an am ha'aretz, as they do not contract ritual impurity either. The Gemara answers: That is also what the tanna is saying, i.e., the olive presser takes the amount required for teruma and places it in vessels belonging to the am ha'aretz that cannot contract ritual impurity and are therefore fit to be used by a ḥaver.

⁴⁸⁹ § The mishna teaches that one may assist gentiles who work the land during the Sabbatical Year. The Gemara asks: May one really assist them? But didn't Rav Dimi bar Shishna say in the name of Rav: One may not hoe with a gentile during the Sabbatical Year, and one may not double the greeting extended to a gentile, saying: Shalom, shalom? The Gemara answers: No, one may not actually help a gentile in his work, but it is necessary to state that one may merely say to them: Be strong, as in that incident where Rav Yehuda said to gentiles in such a situation: Be strong, and Rav Sheshet said to them: Well done. Statements of this kind are certainly permitted.

⁴⁹⁰ It was stated above in the name of Rav that one may not double the greeting of shalom extended to a gentile. The Gemara relates that Rav Ḥisda would greet gentiles first so that he would not have to respond to the greeting extended to him with a twofold shalom. Rav Kahana, by contrast, would wait for their greeting, and then say to them: Peace to my master, thereby freeing himself from having to say shalom twice.

⁴⁹¹ The mishna teaches that one may extend greetings to gentiles on account of the ways of peace. The Gemara asks: Now that it is taught that one may assist them, is it necessary to say that one may extend greetings to them? Rav Yeiva said: This halakha is necessary only on their holidays, as it is taught in a baraita: A person may not enter the home of a gentile on his holiday and extend greetings to him, as it appears that he is blessing him in honor of his holiday. If he encounters him in the market, he may greet him in an undertone and in a solemn manner, so that he does not appear to be rejoicing with him.

⁴⁹² § With regard to the matter of doubling one's greeting, the Gemara relates that Rav Huna and Rav Ḥisda were once sitting when the Sage Geneiva passed by alongside them. One of them said to the other: We should stand before him, in his honor, for he is a son of Torah. The other one said to him: But should we stand before an argumentative person? In the meantime, Geneiva approached

them and said to them: Peace be upon you, kings, peace be upon you, kings. They said to him: From where do you know that the Sages are called kings? He said to them: As it is written with regard to the Torah in the book of Proverbs: “Through me kings rule” (Proverbs 8:15).

⁴⁹³ Rav Huna and Rav Ḥisda said to him further: And from where do you know that we must double the greeting of shalom extended to kings? He said to them: As Rav Yehuda says that Rav says: From where is it derived that one must double the greeting of shalom extended to a king? As it is stated: “And the spirit clothed Amasai, who was chief of the captains, and he said: We are yours, David, and on your side, you son of Yishai; peace, peace be to you” (I Chronicles 12:19), indicating that a king is greeted with a doubled shalom.

⁴⁹⁴ Rav Huna and Rav Ḥisda said to Geneiva: Does the Master wish to taste something? Geneiva said to them: So says Rav Yehuda that Rav says: It is prohibited for a person to taste anything until he gives food to his animal, as it is stated in the verse: “And I will give grass in the field for your animals” (Deuteronomy 11:15), and only afterward is it written in that verse: “And you shall eat and be satisfied.” I have yet to feed my animal, so I may not eat.

Chapter 6

¹ MISHNA: With regard to one who says to another: Receive this bill of divorce for my wife, or: Deliver this bill of divorce to my wife as my agent, if the husband seeks to retract his designation and cancel the agency, he can retract it until the document reaches his wife’s possession. However, in the case of a woman who said to an agent: Receive my bill of divorce for me, and the husband handed the bill of divorce to her agent, if the husband seeks to retract his decision to divorce his wife upon receipt of the bill of divorce by the agent, he cannot retract it. Once the bill of divorce is transferred to her agent, its legal status is like that of a bill of divorce that was handed directly to her, and the divorce takes effect immediately.

² Therefore, if the husband said to the agent whom the woman designated to receive the bill of divorce: I do not want [ee ifshi] for you to receive the bill of divorce for her; rather, deliver it and give it to her, then if the husband seeks to retract his designation and cancel the agency, he can retract it until it reaches his wife’s possession. Since the husband does not agree to have the divorce take effect upon receipt by his wife’s agent, he changes the designation of the agent and designates him as his own agent for delivery. Therefore, the divorce takes effect only when the bill of divorce reaches his wife’s possession.

³ Rabban Shimon ben Gamliel says: Even a woman who did not instruct the agent: Receive my bill of divorce for me but says: Take my bill of divorce for me, thereby designates the agent as an agent of receipt on her behalf. Therefore, if after handing the bill of divorce to the agent the husband seeks to retract his decision and cancel the agency, he cannot retract it.

⁴ GEMARA: The mishna stated that a husband who designates an agent, saying: Receive a bill of divorce for my wife, or: Deliver a bill of divorce to my wife, can retract that designation. Rav Aḥa, son of Rav Avya, said to Rav Ashi that one may infer: The reason that he may retract the designation is that the woman did not designate the agent as an agent for receipt. However, in a case where she designated him as an agent for receipt, then even if the husband said to that agent for receipt: Deliver

this bill of divorce to my wife, if the husband seeks to retract his statement, he cannot retract it. Rav Aḥa suggests: Learn from the mishna that saying: Deliver, is like saying: Acquire. Therefore, even though the husband said to the agent: Deliver the bill of divorce to my wife, the agent acquires it on behalf of the wife and the divorce takes effect immediately.

⁵ The Gemara rejects this conclusion: No, there is no proof, as actually I could say to you that saying: Deliver, is not like saying: Acquire, and in a case where the wife appointed an agent for receipt and the husband instructed him: Deliver the bill of divorce, the husband can retract the designation. Rather, the mishna is referring to a case where the woman did not appoint an agent for receipt, and it is the case where the husband said: Receive this bill of divorce on behalf of my wife, that was necessary for the tanna to teach, as there is a novel element in that case.

⁶ This is as it might enter your mind to say that since the husband is not eligible to designate an agent for receipt, but only an agent for delivery, when he says to the agent: Receive this bill of divorce on behalf of my wife, even though the bill of divorce reached her possession, it is not a valid bill of divorce. Since the husband designated the agent with language appropriate for an agent of receipt, which he is not eligible to designate, one might conclude that the husband did not designate an agent at all. In addition, the woman, who is eligible to designate an agent of receipt, did not do so. Consequently, there is no mechanism in place to facilitate the divorce. Therefore, the tanna teaches us that when the husband instructed the agent: Receive this bill of divorce on behalf of my wife, it is as though he said: Receive and deliver the bill of divorce. He designated an agent for delivery, and the divorce takes effect when the bill of divorce reaches the woman.

⁷ The Gemara cites an additional proof that the legal status of one who instructs another: Deliver, is like one who instructs another: Acquire. We learned in the mishna that in the case of a woman who said to an agent: Receive my bill of divorce for me, if the husband seeks to retract his decision to divorce his wife upon receipt of the bill of divorce by the agent, he cannot retract it. What, is it not that when the husband handed the bill of divorce to the agent, it is no different whether he employed an expression of receipt and it is no different whether he employed an expression of delivery, and in both cases he cannot retract his decision? Apparently, saying: Deliver, is like saying: Acquire.

⁸ The Gemara rejects this conclusion: No, this ruling that he cannot retract his decision applies only in the case of receipt, i.e., if the husband said to the agent: Receive this bill of divorce on behalf of my wife. However, if he said: Deliver this bill of divorce to my wife, he can retract his decision.

⁹ The Gemara states: Come and hear an additional proof from the mishna. Therefore, if the husband said to the woman's agent of receipt: I do not want you to receive the bill of divorce on her behalf; rather, deliver it and give it to her, if the husband seeks to retract his designation, he can retract it until it reaches his wife's possession. The Gemara infers: The reason he can retract his designation is due to the fact that he said: I do not want, thereby canceling the agent's status as an agent of receipt. However, if he did not say: I do not want, but he said: Deliver this bill of divorce, if the husband seeks to retract his decision he cannot retract it. The Gemara suggests: Learn from the mishna that saying: Deliver, is like saying: Acquire.

¹⁰ The Gemara rejects that suggestion. Perhaps the mishna is not referring to a case where the husband said: Deliver [holekh]; rather, the mishna is referring to a case where the husband said: Here you are [heilakh]. The husband is thereby saying: Here you are and it is yours, which is certainly an expression of acquisition.

¹¹ § The Gemara proceeds to discuss the fundamental halakha of agency with regard to a bill of divorce. It is obvious that a man can be designated an agent for delivery, as a husband delivers his wife's bill of divorce. And similarly, it is obvious that a woman can be designated an agent for receipt, as a woman receives her bill of divorce from the hand of her husband. However, with regard to designating a man as an agent for receipt and designating a woman as an agent for delivery, what is the halakha?

¹² The Gemara states: Come and hear a proof from the mishna. With regard to one who says to another: Receive this bill of divorce for my wife, or: Deliver this bill of divorce to my wife as my agent, if the husband seeks to retract his designation, he can retract it. However, in the case of a woman who said to an agent: Receive my bill of divorce for me, if the husband gives that agent the bill of divorce and then seeks to retract his decision he cannot retract it. What, is it not referring to one and the same agent in both cases, and conclude from it that the agent who is valid for receipt is valid for delivery as well? The Gemara rejects this: No, it is possible to explain that the reference in the mishna is to two different agents, an agent for delivery who is a man and an agent for receipt who is a woman.

¹³ The Gemara states: Come and hear an additional proof from the mishna: Therefore, if the husband said to the woman's agent of receipt: I do not want you to receive the bill of divorce on her behalf; rather, deliver it and give it to her, if the husband seeks to retract his designation, he can retract it. And isn't the case here one where it is one agent whose designation the husband changes from an agent of receipt to an agent of delivery, and conclude from the mishna that an agent who is valid for receipt is valid for delivery as well?

¹⁴ The Gemara concedes that this proof is partially effective: Resolve from the mishna that a man can be an agent for receipt, and that is reasonable, as a father receives a bill of divorce on behalf of his daughter who is a minor because she lacks the halakhic competence to receive it herself. However, with regard to whether a woman can be an agent for delivery, raise the dilemma: What is the halakha? Rav Mari said: Come and hear a resolution based on the mishna (23b): Even the women who are not deemed credible to say that a woman's husband died, because they are suspected of seeking to harm her, are deemed credible to bring her bill of divorce to her. And there, in the case in that mishna, the woman is an agent for delivery.

¹⁵ Rav Ashi said: Learn a resolution to that dilemma from the latter clause of that mishna as well, as the latter clause of that mishna teaches: The woman herself may bring her own bill of divorce, provided that she is required by the court to state in its presence: It was written in my presence and it was signed in my presence, and we established that the woman acts as an agent for delivery. The Gemara concludes: Learn from the latter clause of that mishna that a woman can be designated as an agent for delivery.

¹⁶ § It was stated that if a woman says to an agent: Bring my bill of divorce to me, and the agent then says to her husband: Your wife said receive my bill of divorce for me, and the husband hands him the bill of divorce and says: Here you are, as she said; that the amora'im engage in a dispute as to the halakha. Is the halakha determined by what his wife said, in which case the divorce takes effect only when the bill of divorce reaches the woman's possession, or is it determined by what the agent said, in which case the divorce takes effect when the bill of divorce is handed to the agent?

¹⁷ Rav Naḥman says that Rabba bar Avuh says that Rav says: In that case, even if the bill of divorce reached her possession, she is not divorced. The Gemara concludes: Learn from this statement that the husband relies on the agent's statement as to what his status is, and hands him the bill of divorce as an agent for receipt. However, since the woman did not designate him as an agent for receipt and the husband lacks the authority to designate him as an agent of receipt, there is no agency and the divorce does not take effect. As, if the contrary were the case, that when he hands the bill of divorce to the agent the husband relies on his wife's statement as to what the agent's status is, then at least when the bill of divorce reaches her possession let her be divorced, as she designated the agent as an agent of delivery for her husband.

¹⁸ Rav Ashi said: How can these cases be compared?

¹⁹ Granted, if the opposite was stated, i.e., a case where the woman said: Receive my bill of divorce for me, and the agent said to the husband: Your wife said: Bring me my bill of divorce, and the husband said: Here you are, as she said, and Rav Naḥman says that Rabba bar Avuh says that Rav says: Once the bill of divorce reaches the agent's possession, she is divorced, it would be understandable. Apparently, the husband relies upon her statement that the agent is an agent of receipt, and he intended to give the agent the status the wife assigned, not the one the agent says she assigned.

²⁰ Alternatively, if Rav Naḥman ruled: Once the bill of divorce reaches her possession, she is divorced, one could conclude that the husband relies on the agent's statement, and based on that statement, the agent is designated as an agent for delivery. However, here, in the case cited, where Rav Naḥman rules that she is not divorced, it is not because the husband relies on one statement or the other. Rather, it is due to the fact that by means of his statement the agent negates his agency entirely, as he said: I am an agent for receipt, meaning: I am not to be an agent for delivery. He is essentially saying that he is not prepared to go to the trouble of delivering the bill of divorce to her. Therefore, even if he does ultimately deliver the bill of divorce to her, he is an agent neither for the woman nor for her husband. No conclusion can be drawn with regard to the question of which statement the husband relies upon.

²¹ Rav Huna bar Ḥiyya says: Come and hear an objection to the statement of Rav Naḥman from the mishna: With regard to one who says to another: Receive this bill of divorce for my wife, or: Deliver this bill of divorce to my wife as my agent, if the husband seeks to retract his designation he may retract it. Rav Huna bar Ḥiyya infers: The reason she is not divorced is that he seeks to retract his designation. However, if he did not seek to retract it, it is a valid bill of divorce.

²² He asks: But why is she divorced when the husband says: Receive this bill of divorce for my wife? Isn't the husband ineligible to designate an agent for receipt? Rather, we say: Once he decided to divorce her, he said to himself: Let her be divorced any way that she is divorced. His statement: Receive this bill of divorce for my wife, does not prevent the divorce from taking effect. Here too, in the case mentioned by Rav Naḥman, once he decided to divorce her, he says: Let her be divorced any way that she is divorced.

²³ The Gemara rejects this: How can these cases be compared? There, in the case where one says: Receive this bill of divorce for my wife, the principle that a person knows that agency for receipt cannot be designated by the husband is in effect, and he decided to give the bill of divorce to the agent for the sake of delivery. When he told the agent to receive the document, his intent was that the

agent should receive the document in order to deliver it to his wife, not that the act of divorce should take effect when the agent receives it. However here, in the case where the agent misrepresented what the woman said, the husband errs and relies upon the statement of the agent, who said that he is the woman's agent for receipt.

²⁴ Rava said: Come and hear an objection to the statement of Rav Nahman from a mishna (65a). In the case of a minor girl who said to an agent: Receive my bill of divorce for me, it is not a bill of divorce that takes effect until it reaches her possession, as a minor is incapable of designating an agent. Rava infers: In any event, once the bill of divorce reaches her possession she is divorced. He asks: But why is that the case? The husband did not designate him an agent for delivery. Rather, we say: Once he decided to divorce her, he said to himself: Let her be divorced any way that she is divorced, and the agent is designated as his agent for delivery. Here too, in the case mentioned by Rav Nahman, once he decided to divorce her, he says: Let her be divorced any way that she is divorced.

²⁵ The Gemara rejects this: How can these cases be compared? There, in the case where the minor girl designated the agent, the principle that a person knows that there is no agency for a minor applies, and he decided to give the bill of divorce to the agent as an agent for delivery. However, here, in the case where the agent misrepresented what the woman said, the husband errs and relies upon the statement of the agent, who said that he is the woman's agent for receipt.

²⁶ The Gemara states: Come and hear an objection to the statement of Rav Nahman from a baraita (Tosefta 6:2). With regard to a woman who said to an agent: Bring me my bill of divorce, and the agent said to her husband: Your wife said: Receive my bill of divorce for me; or a woman who said: Receive my bill of divorce for me, and the agent said to her husband: Your wife said: Bring me my bill of divorce, and the husband said to the agent: Deliver and give it to her, or: Acquire it for her, or: Receive it for her, if the husband seeks to retract his designation he may retract it. However, once the bill of divorce reaches her possession, she is divorced.

²⁷ What, is it not that the reference in the baraita is to a case where the husband responded with an expression of receipt, i.e., acquire it for her, or receive it for her, to the agent's assertions of receipt, i.e., your wife said: Receive my bill of divorce for me, and where the husband responded with expressions of delivery, i.e., deliver and give it to her, to assertions of delivery, i.e., your wife said: Bring me my bill of divorce? The ruling in the baraita is that the bill of divorce takes effect once it reaches her possession. The case of an assertion of receipt and a response of receipt contradicts Rav Nahman's statement, as in a case where the woman spoke of delivery and the agent said to her husband that his wife spoke of receipt, the woman is not divorced even when the bill of divorce reaches her possession.

²⁸ The Gemara rejects this: No, the reference in the baraita is to a case where the husband responded with expressions of receipt, corresponding to the statement of his wife, to the agent's assertions of delivery, and where the husband responded with expressions of delivery, corresponding to the statement of his wife, to the agent's assertions of receipt. That is why the woman is divorced when the bill of divorce reaches her possession.

²⁹ The Gemara asks: If it is a case where the husband responded with expressions of receipt, corresponding to the statement of his wife, to the agent's assertions of delivery, then from the moment that the bill of divorce reaches the agent's possession let it be a bill of divorce that takes

effect immediately [le'altar], as the woman's designation of the agent as an agent of receipt remains in effect. Similar to the conclusion that the Gemara sought to draw from the statement of Rav Nahman mentioned earlier, the Gemara says: Conclude from the fact that the ruling in the baraita is that the divorce takes effect only once it reaches the woman's possession, that the husband relies on the agent's statement and therefore designates the agent as an agent for delivery.

³⁰ The Gemara rejects this: How can these cases be compared? There, in the case discussed by Rav Nahman, the husband said to the agent: Here you are, as she said, explicitly tying the designation of the agent to the woman's statement. Here does the husband say to the agent: Here you are, as she said? Instead he merely hands the bill of divorce to the agent, relying upon the agent's statement.

³¹ The Sages taught in a baraita (Tosefta 6:1) that if the woman says to an agent: Receive my bill of divorce for me, and the agent says to her husband: Your wife said: Receive my bill of divorce for me, and the husband says: Deliver and give it to her, or: Acquire it for her, or: Receive it for her, once the husband hands the bill of divorce to the agent for receipt, if he seeks to retract his decision he cannot retract it, because the divorce has already taken effect. Rabbi Natan says: If the husband said: Deliver and give it to her, and he seeks to retract his designation, then as long as it has not yet reached the woman's possession he can retract it, because the husband designated him an agent for delivery. However, if the husband said: Acquire it for her, or: Receive it for her, and he seeks to retract his decision he cannot retract it.

³² Rabbi Yehuda HaNasi says: In all of those cases, if he seeks to retract his decision he cannot retract it, because when he hands the document to the agent, the bill of divorce takes effect immediately. However, if he said to the agent explicitly: I do not want you to receive the bill of divorce for her; rather, deliver and give it to her, then if he seeks to retract his decision he can retract it.

³³ The Gemara asks: The opinion of Rabbi Yehuda HaNasi is apparently identical to that of the first tanna; what is their dispute? The Gemara answers: If you wish, say that Rabbi Yehuda HaNasi comes to teach us that the explicit expression: I do not want you to receive the bill of divorce for her; rather, deliver and give it to her, is effective in negating the agent's designation as an agent of receipt and designating him as an agent for delivery. And if you wish, say instead that this teaches us: Who is the first tanna of this baraita? It is Rabbi Yehuda HaNasi, and the baraita then clarifies Rabbi Yehuda HaNasi's statement.

³⁴ A dilemma was raised before the Sages. If the husband says: Here you are, according to Rabbi Natan is it comparable to a case where the husband said: Acquire, and therefore, he cannot retract his designation, or is it not comparable to a case where he said: Acquire?

³⁵ The Gemara states: Come and hear a resolution of this dilemma from the mishna. With regard to one who says to another: Receive this bill of divorce for my wife, or: Deliver this bill of divorce to my wife as my agent, if the husband seeks to retract his designation and cancel the agency, he can retract it until it reaches his wife's hand. However, with regard to a woman who said to an agent: Receive my bill of divorce for me, and the husband handed the bill of divorce to her agent, if the husband seeks to retract his decision to divorce his wife upon receipt of the bill of divorce by the agent, he cannot retract it.

³⁶ What, is the reference in the mishna not to a case where the husband said to the agent: Here you are, and it is in accordance with the opinion of Rabbi Natan, who apparently holds that if the husband

says: Here you are, it is not comparable to a case where the husband said: Acquire? The Gemara rejects this: No, the reference in the mishna is to a case where the husband said to the agent: Deliver, and it is the opinion of Rabbi Yehuda HaNasi that even in that case the husband cannot retract his decision.

³⁷ The Gemara states: Come and hear an additional proof from the mishna. Therefore, if the husband said to the woman's agent of receipt: I do not want you to receive the bill of divorce for her; rather, deliver and give it to her, then if the husband seeks to retract his designation, he can retract it until it reaches his wife's possession. The Gemara infers: The reason that he can retract his designation is due to the fact that he said: I do not want, thereby canceling the agent's status as an agent of receipt. However, if he did not say: I do not want, but he said: Deliver this bill of divorce, then if the husband seeks to retract his decision he cannot retract it.

³⁸ What, is the reference in the mishna not to a case where the husband said to the agent: Here you are, and it is in accordance with the opinion of Rabbi Natan, who apparently holds that the husband's saying: Here you are, is not comparable to his saying: Acquire? The Gemara rejects this: No, the reference in the mishna is to a case where the husband said to the agent: Deliver, and it is the opinion of Rabbi Yehuda HaNasi.

³⁹ The Gemara states: Come and hear proof with regard to the opinion of Rabbi Natan from a baraita. If the husband said: Deliver this bill of divorce to my wife, if he seeks to retract his decision he can retract it. If he said: Here you are; this bill of divorce is for my wife, if the husband seeks to retract his decision he cannot retract it. Whom did you hear who said with regard to a case where the husband said: Deliver, that if the husband seeks to retract his decision he can retract it? It is Rabbi Natan; and he says in the case of a husband who says: Here you are, that if the husband seeks to retract his decision he cannot retract it. Learn from the baraita that according to the opinion of Rabbi Natan, if the husband says: Here you are, it is comparable to a case where the husband said: Acquire. The Gemara concludes: Learn from the baraita that it is so.

⁴⁰ § It was stated with regard to a woman who says to her agent: Receive my bill of divorce for me, and the agent says to her husband: Your wife said: Receive my bill of divorce for me, and the husband says to the agent: Deliver and give it to her, that Rabbi Abba says that Rav Huna says that Rav says: The agent becomes both the husband's agent for delivery of the bill of divorce and the wife's agent for receipt. Therefore, if the husband dies childless after handing the bill of divorce to the agent but before it reaches his wife's possession, she performs *ḥalitza* with the husband's brother due to the possibility that the agent was an agent of delivery and she was therefore not yet divorced. However, her husband's brother may not enter into levirate marriage with her, due to the possibility that the agent was an agent of receipt, in which case she was divorced and is forbidden to the brother.

⁴¹ The Gemara asks: Is this to say that Rav was uncertain whether a case where the husband said: Deliver, is comparable to a case where the husband said: Acquire, or whether it is not comparable to a case where he said: Acquire? But wasn't it stated that in a case where one said to his agent: Deliver one hundred dinars to so-and-so, as I owe him that sum, Rav says: The person who designated the agent bears financial responsibility for this money, and if it is lost he is required to pay the debt to his creditor. Nevertheless, if the person who designated the agent seeks to retract his designation and take the money back from the agent, then he cannot retract it, because the creditor acquires the

money from the moment that the debtor handed it to his agent of delivery. Apparently, according to Rav, saying: Deliver, is like saying: Acquire.

⁴² The Gemara rejects this proof. There is a distinction between the agent for delivery of a bill of divorce and the agent for delivery of the repayment of a loan. There, in the case of repayment of a loan, because there is uncertainty with regard to monetary law, the ruling is lenient, as one does not extract money from another in cases of uncertainty with regard to monetary law. However, here, in the case of divorce there is uncertainty with regard to ritual law and the ruling is stringent.

⁴³ § Rav says: A woman cannot appoint an agent to receive her bill of divorce from the hand of her husband's agent, and Rabbi Ḥanina says: A woman can appoint an agent to receive her bill of divorce from the hand of her husband's agent.

⁴⁴ The Gemara asks: What is the reason for the opinion of Rav, who said that she cannot appoint an agent to receive a bill of divorce from an agent? The Gemara answers: If you wish, say: It is due to the fact that her unwillingness to receive the document directly from his agent could be construed as a display of contempt for her husband.

⁴⁵ If you wish, say instead that it is a decree issued due to her courtyard that comes into her possession thereafter. If a husband places a bill of divorce in a courtyard that does not belong to his wife, and his wife then purchases the courtyard, the divorce does not take effect, because the husband neither gave the bill of the divorce directly to his wife nor did he place it in her property. Her subsequent purchase of the courtyard is tantamount to her finding and taking the document. In this case too, the woman designated her agent for receipt, who in this sense is comparable to her property or her courtyard, subsequent to her husband's handing the bill of divorce to his agent of delivery. Were the divorce valid in that case, one might mistakenly conclude that divorce is likewise valid in a case where he placed the document in a courtyard that she subsequently acquired.

⁴⁶ The Gemara asks: What is the difference between these two reasons? The Gemara answers: The difference between them is in a case where she first appointed an agent from the outset, before the husband designated his agent for delivery. That case is not at all comparable to the case of a courtyard that a woman purchases after the document is placed there. However, the concern remains that it could be construed as a display of contempt for her husband.

⁴⁷ The Gemara relates: There was a certain man who sent a bill of divorce to his wife. The agent went and found her while she was sitting and kneading. He said to her: Here you are, take your bill of divorce. She said to him: My hands are covered with dough and therefore let the bill of divorce be in your hand, i.e., serve as my agent for receipt. Rav Naḥman said: If it is so that the halakha is in accordance with the opinion of Rabbi Ḥanina and she can designate an agent to receive a bill of divorce from her husband's agent, then I would perform an action with regard to this woman and rule that the divorce takes effect.

⁴⁸ Rava said to him: And if it is so that the halakha is in accordance with the opinion of Rabbi Ḥanina, would you perform an action with regard to this woman? In this case, as the agent did not actually hand her the bill of divorce, the agency was not completed and consequently the agent did not return to the husband and report that he performed the task for which he was designated. By designating him as her agent before he completed the agency on behalf of the husband, the wife nullified the agency of the husband. Therefore, the divorce does not take effect.

⁴⁹ Rav Naḥman and Rava sent this issue before Rabbi Ami. He sent a response to them: The agency did not return to the husband, and the divorce does not take effect. And Rabbi Ḥiyya bar Abba says: We will consider the matter and then respond.

⁵⁰ Later they again sent this issue before Rabbi Ḥiyya bar Abba. He said: All these times they continue to send questions? Just as the matter is uncertain to them, so too, it is uncertain to us, and I do not have a resolution to the uncertainty.

⁵¹ The Gemara concludes: This is a case of uncertainty with regard to a matter of forbidden relations, i.e., a question of whether the woman is still married. And in cases of uncertainty with regard to a matter of forbidden relations, she performs ḥalitza. The ruling is stringent in this case of uncertainty. Therefore, if her husband died childless she may not remarry, due to the possibility that she was not divorced. However, her husband's brother may not enter into levirate marriage with her, due to the possibility that she was divorced and is therefore forbidden to him.

⁵² The Gemara says: There was an incident and Rav Yitzḥak bar Shmuel bar Marta required the woman to receive both an additional bill of divorce and ḥalitza. The Gemara asks: Two of them? They are mutually exclusive. The second bill of divorce obviates the need for ḥalitza. The Gemara explains: He required a bill of divorce in a case where the husband was alive, and if the husband did not give her a bill of divorce, he required ḥalitza after the husband's death.

⁵³ The Gemara relates: There was a certain woman who was named Nefata whose husband instructed witnesses to write and sign a bill of divorce and to divorce her. The witnesses went and mistakenly wrote Tefata in the bill of divorce. Rav Yitzḥak bar Shmuel bar Marta says in the name of Rav: The bill of divorce is invalid because the name is wrong. However, the witnesses cannot write another bill of divorce in the correct manner because the witnesses already performed their agency and are no longer agents of the husband.

⁵⁴ Rabba objects to this ruling. Does the husband say to them: Write a worthless earthenware shard and give it to her? He instructed them to write a valid bill of divorce; as long as they did not write a valid bill of divorce they did not perform their agency. Rather, Rabba said: Certainly, if the witnesses wrote a proper bill of divorce and it was lost, one would say that the witnesses performed their agency, and they are not authorized to write another bill of divorce. That is not the case if they wrote an invalid bill of divorce.

⁵⁵ Rav Naḥman objects to this ruling of Rabba. Does the husband say to them: Write it and place it in your pockets? He instructed them to write the document and divorce her with it. They did not perform their agency by merely writing a valid bill of divorce. Rather, Rav Naḥman said: In every case of this type, the witnesses write a bill of divorce and give it to the wife even one hundred times.

⁵⁶ Rava raised a dilemma before Rav Naḥman: In a case where the husband said to witnesses: Write a bill of divorce and give it to an agent, what is the halakha? Did the husband exclude them once they gave the bill of divorce to the agent, and they are no longer eligible to write another bill of divorce? Or perhaps the husband was concerned only about sparing them from their exertions, and that is why he instructed them to hand the document to an agent rather than deliver it themselves. Therefore, their agency remains in effect, and if necessary they can continue writing bills of divorce until the divorce takes effect.

⁵⁷ Ravina said to Rav Ashi, elaborating on the previous dilemma: If the husband said to the witnesses: Write a bill of divorce and give it to an agent and he will deliver it to her, what is the halakha? Does the added expression: And he will deliver it to her, indicate that their agency remains in effect until the agent actually delivers the bill of divorce to her? Or perhaps that is not the meaning of the phrase, and their agency ends with the writing? The Gemara concludes: The dilemma shall stand unresolved.

⁵⁸ § The mishna teaches that Rabban Shimon ben Gamliel says: Even with regard to a woman who says to her agent: Take my bill of divorce for me, if the husband seeks to retract his decision, he cannot retract it. He is an agent for receipt and she is divorced once the bill of divorce reaches his possession. The Sages taught (Tosefta 6:4): If the woman said to an agent: Take my bill of divorce for me, or: Lift my bill of divorce for me, or: The bill of divorce will be in your possession for me, all of them are expressions of receipt, and the divorce takes effect as soon as the bill of divorce reaches the possession of the agent.

⁵⁹ MISHNA: A woman who said to an agent: Receive my bill of divorce for me, requires two sets of witnesses to confirm that she was divorced when the agent received the bill of divorce. She requires two witnesses who say: In our presence she said to the agent: Receive my bill of divorce on my behalf, and two who say: In our presence the agent received the bill of divorce and tore it. This testimony is effective even if two people are the first pair of witnesses and the same two are the latter pair of witnesses,

⁶⁰ or if there is one witness from the first pair of witnesses and one witness from the latter pair, and one additional witness joins with them as the second witness in both testimonies.

⁶¹ GEMARA: It was stated that there is an amoraic dispute in a case where a husband says that he handed the bill of divorce to another as a deposit for safekeeping and not to deliver it to his wife, and that consequently she is not divorced, and the third party [shalish], to whom the husband gave the document, says that he was serving as an agent for receipt and the husband gave him the document for the purpose of divorce. In such a case, who is deemed credible? Rav Huna says: The husband is deemed credible, and Rav H̥isda says: The third party is deemed credible.

⁶² The Gemara elaborates: Rav Huna said that the husband is deemed credible, as, if it is so that he gave it to the third party for the purpose of divorce, he would have given the bill of divorce directly to her. Both husband and wife are in the same city. Why did he give it to a third party? Apparently, he merely entrusted him with the bill of divorce for safekeeping. And Rav H̥isda said: The third party is deemed credible, as the husband himself deemed him credible by entrusting him with the bill of divorce.

⁶³ Rabbi Abba raises an objection to the opinion of Rav Huna from a baraita in the Tosefta (Bava Metzia 1:10): The legal status of the admission of a litigant is similar to that of the testimony of one hundred witnesses, and the statement of a third party is deemed more credible than the statements of both of the litigants. How so? If this litigant, the creditor, says that the debtor owes him this sum, and that litigant, the debtor, says that he owes that lower sum, the third party to whom the debtor gave the money to pay the creditor is deemed credible to establish the sum of the debt. This contradicts the opinion of Rav Huna, who said that the husband, not the third party, is deemed credible.

⁶⁴ The Gemara rejects that objection: A monetary debt is different, as it can be forgiven. Since one can forgive a monetary debt outright, he can also accept upon himself to abide by the statement of a

third party as to the sum of the debt. Therefore, even if the third party deviates from the truth, because it is a case involving money, they accept his determination. However, no proof may be cited from that case to the matter of the bill of divorce, as there is no possibility of forgiveness with regard to ritual matters, e.g., divorce.

⁶⁵ The Gemara asks: But isn't it taught in another baraita: And likewise that is the halakha with regard to bills of divorce [gittin], i.e., the halakha is that the third party is deemed credible? The Gemara answers: The reference in the baraita is not to bills of divorce. Rather, the reference is to monetary documents [gittei mamon]. The Gemara asks: But isn't it taught in another baraita: And likewise that is the halakha with regard to monetary documents [shetarot]? The fact that monetary documents are labeled as shetarot indicates that the term gittin refers to bill of divorce.

⁶⁶ The Gemara rejects that proof: Are they, the two expressions, taught together? If there were a passage in one baraita that said: And likewise, that is the halakha with regard to gittin and documents, one could infer that the term gittin is referring to bills of divorce, as the term documents is referring to all other documents. However, since these are two discrete baraitot, perhaps one is referring to monetary documents as gittin and the other is referring to them as shetarot.

⁶⁷ The Gemara cites proof with regard to the credibility of the third party. We learned in the mishna that a woman who said to an agent: Receive my bill of divorce for me, requires two sets of witnesses to confirm that she was divorced when the agent received the bill of divorce. She requires two witnesses who say: In our presence she said to the agent: Receive my bill of divorce on my behalf, and two others who say: In our presence the agent received the bill of divorce and tore it. The Gemara asks: And why are the witnesses necessary? Let us deem the third party, to whom the husband handed the bill of divorce, credible and not require witnesses.

⁶⁸ The Gemara rejects this: Does the bill of divorce emerge from his possession, i.e., does he have the bill of divorce, such that it would lead one to deem him credible? The third party is believed only in a case where the item in question is under his control, as then he can do with it as he wishes. However, in this case the bill of divorce is no longer in his possession, as it has been torn, and the credibility attributed to the third party is no longer relevant.

⁶⁹ The Gemara asks: That works out well in explaining why witnesses are required to testify that she said to the agent in their presence: Receive my bill of divorce on my behalf. However, why do I need witnesses to testify: In our presence the agent received the bill of divorce and tore it? From the point that the bill of divorce was in his possession no testimony should be necessary. Rabba said: In accordance with whose opinion is this mishna? It is in accordance with the opinion of Rabbi Elazar, who says: Witnesses of transmission of the bill of divorce effect the divorce. The divorce takes effect primarily by means of its transmission to the woman in the presence of witnesses. Therefore, witnesses are necessary to testify that the transmission took place in their presence.

⁷⁰ The Gemara seeks to clarify a different matter mentioned in the mishna. Why do I need the witnesses to testify that the third party tore the bill of divorce? Rav Yehuda says that Rav says: The Sages taught the mishna during a period of religious persecution, when the government decreed that it is prohibited to write bills of divorce. Therefore, immediately after the divorce took effect they would destroy any evidence that a bill of divorce had been written by tearing it.

⁷¹ Rabba said: And although he said that the husband is deemed credible, Rav Huna concedes that if the wife said: The third party said to me that my husband gave the bill of divorce to him for the

purpose of divorce, she is deemed credible. The Gemara asks: Is there anything with regard to which, according to Rav Huna, the third party himself is not deemed credible, but the wife is deemed credible when quoting him?

⁷² Rather, Rabba said that Rav Huna concedes that if she said: In my presence my husband gave the bill of divorce to the third party for the purpose of divorce, she is deemed credible. Her credibility is based on the principle of miggo, that the ability to make a more advantageous claim grants credibility to the claim one actually makes. Since, if she wished, she could have said that the husband gave it to her and she was divorced, therefore, when she says that the husband gave it to an agent for the purpose of divorce she is deemed credible.

⁷³ § The Gemara proceeds to a related matter. If the husband said that he gave the bill of divorce to the third party as an agent of delivery for the purpose of divorce, and the third party says that the husband gave it to him as an agent of delivery for the purpose of divorce, and the wife says: The third party gave me the bill of divorce and it was lost, Rabbi Yoḥanan said: This is uncertainty with regard to a matter of forbidden relations. And there is no resolution of a matter of forbidden relations with fewer than two witnesses.

⁷⁴ The Gemara asks: But why is this case one of uncertainty? But let us deem the third party credible, i.e., let us believe his statement that the husband gave him the bill of divorce for the purpose of divorce. The Gemara rejects this: Does the bill of divorce emerge from his possession, such that it would lead one to deem him credible?

⁷⁵ The Gemara asks: But let one deem the husband credible, as Rav Ḥiyya bar Avin says that Rabbi Yoḥanan says: A husband who says: I divorced my wife, is deemed credible. The Gemara rejects this: In the case under discussion does the husband say: I divorced her? He merely stated that he handed the bill of divorce to the third party.

⁷⁶ The Gemara asks: But let us say that there is a presumption that an agent performs his assigned agency, as Rabbi Yitzḥak says that in the case of one who says to his agent: Go out and betroth a woman for me, and he did not specify which woman, and his agent died without informing him whether he betrothed a woman or the identity of the woman he betrothed, it is prohibited for him to marry all the women in the world, as there is a presumption that an agent performs his assigned agency. Apparently, one relies on this presumption even with regard to matters of forbidden relations. Because the identity of the woman is unknown, one must be concerned with regard to all women; perhaps they are relatives of the woman whom the agent betrothed on his behalf.

⁷⁷ The Gemara answers: This matter, the presumption that an agent performs his agency, applies only when its application leads to stringency, as there is a concern that the agent performed his agency. However, when its application leads to leniency, no, the presumption does not apply.

⁷⁸ The Gemara asks: But let one deem the wife herself credible, based on the statement of Rav Hamnuna, as Rav Hamnuna says: A woman who said to her husband: You divorced me, is deemed credible, as there is a presumption that a woman would not be insolent in the presence of her husband and lie.

⁷⁹ The Gemara answers: This matter applies only in a case where there is no factor that supports her claim, as the presumption is that she would not be so insolent as to tell a lie that has no basis. However, in a case where there is a factor that supports her claim, as in this case both the husband

and the third party claim that the husband sent a bill of divorce, she would indeed be insolent. Therefore, her claim that she was divorced is accepted only if she can produce the bill of divorce.

⁸⁰ MISHNA: With regard to a betrothed young woman, she and her father are each eligible to receive her bill of divorce, and the divorce takes effect at the moment that either of them receives the bill of divorce. Rabbi Yehuda said: Two hands do not have the right to acquire an item on behalf of one person as one. Rather, her father alone receives her bill of divorce on her behalf. And there is another principle: Any female who is unable to safeguard her bill of divorce is unable to be divorced.

⁸¹ GEMARA: The Gemara asks: With regard to what do the Rabbis, who stated the unattributed first opinion in the mishna, and Rabbi Yehuda disagree? The Rabbis hold: The Merciful One grants the betrothed young woman an additional hand, beyond the hand of her father, who can receive the bill of divorce on her behalf. And Rabbi Yehuda holds: In a place, i.e., situation, where her father is alive, her hand is nothing and she is ineligible to receive her bill of divorce.

⁸² The mishna teaches: And any woman who is unable to safeguard her bill of divorce is unable to be divorced. The Sages taught: A minor girl who knows how to safeguard her bill of divorce can be divorced, and one who does not know how to safeguard her bill of divorce cannot be divorced. And which is the minor girl who knows how to safeguard her bill of divorce? It is any minor girl who safeguards her bill of divorce and something else.

⁸³ The Gemara asks: What is the tanna saying in the statement: Who safeguards her bill of divorce and something else? Rabbi Yoḥanan says that this is what he is saying: Any minor who safeguards something else due to her bill of divorce, i.e., she lost her bill of divorce itself but she guards something else that she mistook for her bill of divorce.

⁸⁴ Rav Huna bar Manoaḥ objects to this: That minor girl is merely an imbecile, as she keeps something else in lieu of her bill of divorce. Rather, Rav Huna bar Manoaḥ says in the name of Rav Aḥa, son of Rav Ika: The reference is to any girl who distinguishes between her bill of divorce and something else, and safeguards her bill of divorce and does not safeguard less significant items.

⁸⁵ Apropos minors, Rav Yehuda says that Rabbi Asi says: If one gives a child a pebble and he throws it away and one gives him a nut and he takes it, he is capable of distinguishing between items of value and worthless items, and he acquires property for himself but does not acquire property on behalf of others. If the child develops to the extent that he is given an item and he returns it to its owners later, because he understands the concept of ownership, he acquires property both for himself and on behalf of others.

⁸⁶ Rav Yehuda continued. When I stated Rabbi Asi's ruling before Shmuel he said to me: This and that are one. The Gemara asks: What is the meaning of: This and that are one? Rav Ḥisda says: With regard to both this child and that child, each acquires property for himself but does not acquire property on behalf of others, and there is no distinction in this regard between the developmental stages of a minor.

⁸⁷ Rav Ḥinnana of Vardania raises an objection based on what was taught in a mishna (Eiruvין 79b): How does one merge the courtyards that open into the alleyway on behalf of all the residents of the alleyway? He places a barrel filled with his wine and says: This is for all the residents of the alleyway. And he may confer possession of the wine to the other residents of the alleyway by means of his adult son or daughter, or by means of his Hebrew slave or maidservant.

⁸⁸ The Gemara asks: What are the circumstances of this maidservant? If she developed two pubic hairs, indicating that she reached majority, what is she doing with the owner of the barrel? A Hebrew maidservant is emancipated when she reaches puberty. Rather, is the reference here not to a case where she did not yet develop two pubic hairs, and she is a minor, and it is taught that she can acquire on behalf of others? Apparently, a minor can acquire property on behalf of other people.

⁸⁹ The Gemara rejects this proof: The merging of alleyways is different, as it is an ordinance by rabbinic law. The Sages ruled leniently with regard to this rabbinic ordinance and allowed a minor to acquire property on behalf of others.

⁹⁰ Rav Ḥisda said: Rav Ḥinnana of Vardonia was silent and had no response. The Gemara asks: What could he have said in response? The Gemara answers that he could have responded: All ordinances that the Sages instituted,

⁹¹ they instituted parallel to Torah law, and they did not innovate novel halakhic models.

⁹² And the other Sage, Rav Ḥinnana of Vardonia, why was he silent? He holds that when we say: All ordinances that the Sages instituted, they instituted parallel to Torah law, it is with regard to a matter that is rooted in the Torah, and upon which the Sages instituted an ordinance. However, with regard to a matter that is not rooted in the Torah, e.g., the halakhot of joining courtyards and merging alleyways, no, they did not institute the ordinances parallel to Torah law.

⁹³ Rav Avya raises another objection to Shmuel's opinion, according to Rav Ḥisda's explanations, that a minor cannot acquire property on behalf of others, based on a mishna in tractate Ma'aser Sheni (4:4): One may employ artifice to exempt himself from the obligation to add one-fifth to the sum when redeeming second tithe, which the owner of the tithe is required to add. How so? A person says to his adult son or daughter, or to his Hebrew slave or his maidservant: Here you are, take money and redeem second tithe with it. After they redeem the second tithe, they give it to their father or master and he eats it without adding one-fifth.

⁹⁴ The Gemara asks: What are the circumstances of this maidservant? If she developed two pubic hairs, indicating that she reached majority, what is she doing with the owner of the produce? A Hebrew maidservant is emancipated when she reaches puberty. Rather, is the reference here not to a case where she did not yet develop two pubic hairs? Apparently, a minor can also acquire property on behalf of others. The Gemara rejects this proof: With what are we dealing here? It is with tithes today, which is in effect by rabbinic law, and the Sages ruled leniently in matters of rabbinic law.

⁹⁵ The Gemara asks: And is there a Hebrew maidservant today? But isn't it taught in a baraita: The provision of a Hebrew slave is in practice only during a period when the Jubilee Year is in practice. Therefore, there have been no Hebrew slaves or maidservants since observance of the Jubilee Year ceased, before the destruction of the First Temple. Rather, it must be that the mishna is referring to a case where the produce grew in an unperforated pot, which one is obligated to tithe by rabbinic law.

⁹⁶ Apropos the capacity of minors to acquire property, Rava says that there are three stages in the development of a minor: With regard to a minor who is given a pebble and he throws it away but when given a nut he takes it, he acquires property for himself but does not acquire property on behalf of others. And with regard to a minor girl with the corresponding stage of intellectual development, after the death of her father she can be betrothed by her mother and her brother by rabbinic law, and can opt out of that betrothal through refusal.

⁹⁷ At the next stage of development are young children aged approximately six through eight, whose purchase is a purchase and whose sale is a sale, with regard to movable property. And with regard to a minor girl with the corresponding stage of development, she is divorced by receipt of her bill of divorce, even if it is from betrothal by her father, which is by Torah law.

⁹⁸ The third stage of development is when they have reached the age of vows, when their vows are valid vows and their consecration is valid consecration. And with regard to a minor girl with the corresponding stage of development, she performs ḥalitza to free herself from her levirate bond. And with regard to selling his father's landed property, a minor cannot sell it until he will reach the age of twenty.

⁹⁹ MISHNA: In the case of a minor girl who said to an agent: Receive my bill of divorce for me, it is not a valid bill of divorce until the bill of divorce reaches her possession. Therefore, if the husband seeks to retract his decision before his wife receives the bill of divorce, he can retract it, as a minor does not designate an agent. Consequently, the agent is not an agent for receipt, and the divorce does not take effect when the husband hands the document to the agent. The agent is an agent for delivery, and the divorce takes effect when the bill of divorce enters the wife's possession.

¹⁰⁰ And if her father said to the agent: Go out and receive my daughter's bill of divorce on her behalf, then if the husband seeks to retract his decision, he cannot retract it. As a father can receive the bill of divorce on behalf of his minor daughter, he can designate an agent for receipt, and the divorce takes effect when the husband hands the document to the agent.

¹⁰¹ With regard to one who says to an agent: Give this bill of divorce to my wife in such and such a place, if the agent deviated and gave it to her in another place the divorce is invalid. However, if he said to the agent: Give this bill of divorce to my wife, she is in such and such a place, without explicitly instructing the agent to give her the document there, and he gave it to her in another place the divorce is valid.

¹⁰² With regard to the woman who when designating her agent for receipt said to her agent: Receive my bill of divorce for me in such and such a place, and he received it for her in another place, the divorce is invalid; and Rabbi Elazar deems it valid. If she said to him: Bring me my bill of divorce from such and such a place, and he brought it for her from another place, it is valid. Because he is an agent for delivery, the woman is not particular where he receives the bill of divorce, as the divorce takes effect only when the bill of divorce reaches her possession.

¹⁰³ GEMARA: The Gemara asks: And according to Rabbi Elazar, what is different in the first clause, where the agent deviated from the husband's instructions and delivered the bill of divorce in a different place, where he does not disagree with the unattributed opinion of the first tanna that the divorce is invalid, and what is different in the latter clause, where the agent deviated from the wife's instructions and received the bill of divorce in a different place, where he disagrees with the unattributed opinion of the first tanna and deems the divorce valid?

¹⁰⁴ The Gemara answers: He, the husband, who divorces his wife of his own volition, insists that the divorce be effected in a certain place. However, she, the wife, who is divorced even against her will, is in no position to insist with regard to the manner in which the divorce will be effected, and is merely indicating a place for him to give her the bill of divorce.

¹⁰⁵ MISHNA: An Israelite woman married to a priest partakes of teruma. If she says to an agent: Bring me my bill of divorce, designating him as an agent for delivery, she continues to partake of teruma until the bill of divorce reaches her possession. However, if she says: Receive my bill of divorce for me, thereby designating him as an agent for receipt, it is immediately prohibited for her to partake of teruma. Since the divorce takes effect when the husband hands the bill of divorce to the agent, the concern is that the agent encountered the husband nearby. If the woman said to the agent: Receive my bill of divorce for me in such and such a place, then even if he received it elsewhere, she continues to partake of teruma until the bill of divorce reaches that place. Rabbi Elazar prohibits her from partaking of teruma immediately.

¹⁰⁶ GEMARA: In this mishna, the first tanna apparently states that if the agent for receipt received the bill of divorce in a place other than the place designated by the woman for receipt, the bill of divorce is valid when the agent brings it to the designated place. The Gemara asks: And in any event, is it a valid bill of divorce? But didn't you say in the first clause, i.e., in the previous mishna, that if the agent received the bill of divorce in another place, it is not a valid bill of divorce?

¹⁰⁷ The Gemara asks: No, this halakha is necessary with regard to a case where she said to him: Receive the bill of divorce for me in the city of Mata Meḥasya, and sometimes you can find him in the city of Babylon. And this is what she is saying: When taking the bill of divorce, anywhere that you find him, take it from him,

¹⁰⁸ However, it is not a valid bill of divorce until you reach Mata Meḥasya.

¹⁰⁹ The mishna teaches that if the woman said to the agent: Receive my bill of divorce for me in such and such a place, Rabbi Elazar prohibits her from partaking of teruma immediately. The Gemara asks: That is obvious, as she is merely indicating a place for him to receive the bill of divorce and not stipulating that the divorce is contingent upon receipt of the document in that place.

¹¹⁰ The Gemara answers: No, Rabbi Elazar's ruling is necessary in a case where she said to him: Go to the east, as my husband is in the east, and the agent went to the west. Lest you say that since the husband is certainly not in the west and the agent will not find him there, the bill of divorce will certainly not take effect until later, Rabbi Elazar teaches us that perhaps while he was going west, the agent happened to encounter the husband, and the husband gave the bill of divorce to the agent.

¹¹¹ The Gemara cites a related halakha. With regard to one who says to his agent: Establish an eiruv of Shabbat boundaries on my behalf with dates, and he established an eiruv on his behalf with dried figs, or if said to his agent: Establish an eiruv on my behalf with dried figs, and he established an eiruv on his behalf with dates, it is taught in one baraita: His eiruv is a valid eiruv. And it is taught in another baraita: His eiruv is not a valid eiruv.

¹¹² Rabba said: This is not difficult. This baraita, in which it is taught that it is not a valid eiruv, is in accordance with the opinion of the Rabbis, and that baraita, in which it is taught that it is a valid eiruv, is in accordance with the opinion of Rabbi Elazar. He explains: This baraita is in accordance with the opinion of the Rabbis, who say: When one gives instructions to his agent, there is insistence on his part that the agent implement those instructions without deviation. Failure to do so revokes his designation as his agent. And that baraita is in accordance with the opinion of Rabbi Elazar, who says: She is merely indicating a place for him to receive the bill of divorce and not stipulating that the divorce is contingent on receipt of the document in that place. In the baraita as well, he was not particular as to what food should be used to establish the eiruv.

¹¹³ And Rav Yosef said: Both this baraita and that baraita are the opinion of the Rabbis, who say: When one gives instructions to his agent, there is insistence on his part that the agent implement those instructions without deviation. However, not all deviations are equal. Here, where the baraita rules that it is a valid eiruv, the reference is to a case where the one who designated the agent instructed him to establish the joining of the courtyard with his dates or dried figs and the agent deviated and established the eiruv with the other type of fruit, but it belonged to the one issuing the instructions. There, where the baraita rules that it is not a valid eiruv, the reference is to a case where the one who designated the agent instructed him to establish the joining of the courtyard with the dates or dried figs of another, and the agent deviated and established the eiruv with the other type of fruit belonging to that other person. The eiruv is not valid because that other person authorized use of only a specific type of fruit.

¹¹⁴ Abaye said to Rav Yosef: However, that which is taught in a baraita: With regard to one who says to his agent: Establish a joining of Shabbat boundaries on my behalf in a tower, and he established the eiruv in a dovecote, or he said to the agent: Establish a joining of Shabbat boundaries on my behalf in a dovecote, and he established the eiruv in a tower, it is taught in one baraita: His joining of Shabbat boundaries is a valid eiruv. And it is taught in another baraita: His joining of Shabbat boundaries is not a valid eiruv. There, what distinction between his fruit and fruit of another is there?

¹¹⁵ The Gemara answers: There too, there is a distinction between fruit of the tower and fruit of the dovecote. In these baraitot the instruction did not relate to the location of the placement of the eiruv; rather, the instruction was related to the location of the fruit to be used in establishing the eiruv. In one baraita, the produce in both locations belongs to the one who designated the agent; in the other baraita, the produce in both locations belongs to another.

¹¹⁶ MISHNA: With regard to a husband who says to two people: Write a bill of divorce and give it to my wife, or: Divorce her, or: Write a letter and give it to her, they should write the document and give it to her. In each of those cases his intent is clear. He is instructing them to effect her divorce.

¹¹⁷ However, one who said: Release her, or: Sustain her, or: Treat her according to the law [nimus], or: Treat her appropriately, said nothing, as none of these expressions clearly expresses his desire to divorce his wife.

¹¹⁸ GEMARA: The Sages taught that if the husband said: Send her, or: Separate her, or: Banish her, then all of these expressions convey his will to divorce her, and consequently, they should write the bill of divorce and give it to her. However, one who said: Release her [patruha], or: Sustain her, or: Treat her according to the law, or: Treat her appropriately, said nothing.

¹¹⁹ It is taught in a baraita that Rabbi Natan says: If one said patruha, his statement stands, and they give her a bill of divorce. However, if one said pitruha, he said nothing. Rava said: Rabbi Natan, who is a Babylonian, distinguished between pitruha and patruha. Pitruha means exempt her, which is unrelated to divorce; patruha means release her, which is very much related to divorce. However, the tanna of our mishna, who is a resident of Eretz Yisrael, did not distinguish between these two expressions.

¹²⁰ A dilemma was raised before the Sages: If the husband said: Remove her, what is the halakha? If he said: Abandon her, what is the halakha? If he said: Unbind her, what is the halakha? If he said: Let her be, what is the halakha? If he said: Be useful for her, what is the halakha? If he said: Treat her according to the custom, what is the halakha?

¹²¹ The Gemara answers: Resolve at least one of these expressions, as it is taught in a baraita: One who said: Treat her according to the custom, or: Treat her according to the law, or: Treat her appropriately, said nothing and it is not a valid bill of divorce. Apparently, the expression: Treat her according to the custom, is not an unequivocal instruction to effect divorce.

¹²² MISHNA: At first the Sages would say: In the case of one who is taken out in a neck chain [kolar] to be executed and who said: Write a bill of divorce for my wife, these people should write the document and give it to his wife even though there was no explicit instruction to give it to her. They then said: Even with regard to one who sets sail and one who departs in a caravan to a far-off place and says: Write a bill of divorce to my wife, his intention is to write the bill of divorce and give it to his wife. Rabbi Shimon Shezuri says: Even if one who is dangerously ill gives that instruction, they write the bill of divorce and give it to his wife.

¹²³ GEMARA: The Gemara relates: Geneiva was one who went out in a neck chain to be executed. When he was going out, he said to the people there as his dying bequest: Give four hundred dinars to Rabbi Avina from wine that I have in the city of Nehar Panya. Rabbi Zeira said:

¹²⁴ Let Rabbi Avina lift his basket and go to Rav Huna his teacher, as in order to acquire the item he must rely on the opinion of his teacher, as Rav Huna said: The legal status of one's bill of divorce is like that of his gift. Just as with regard to a gift given by one on his deathbed, if he recovered from his illness and arose from his deathbed, he revokes his gift, so too, with regard to his bill of divorce given by one on his deathbed, if he recovered from his illness and arose from his deathbed, he revokes the bill of divorce.

¹²⁵ And just as with regard to the bill of divorce of one on his deathbed, even though he did not specify, once he said: Write the bill of divorce, even though he did not say: Give it to my wife, they write and give it to his wife, as it was taught in the mishna. So too, with regard to a gift given by one on his deathbed, once he said: Give the gift, even though the recipients did not acquire the item from him by means of an act of acquisition, the one on his deathbed has given the gift. Based on the parallel drawn by Rav Huna between a bill of divorce and a gift, Rabbi Avina can go and collect the gift given him by Geneiva.

¹²⁶ Rabbi Abba objects to that conclusion. If that parallel is valid, extend it and say: Just as a gift is valid after death, so too, a bill of divorce is valid after death. The Gemara rejects this: How can these cases be compared? Granted, a gift is valid after death; however, is a bill of divorce valid after death? A bill of divorce severs the bond between husband and wife. After the husband dies, the bill of divorce is pointless. Therefore, the parallel certainly does not extend to after death.

¹²⁷ Rather, this is what is difficult according to Rabbi Abba: Geneiva's instruction is the gift of a person on his deathbed of a portion of his estate, and the gift of a person on his deathbed of a portion of his estate requires an act of acquisition. The Gemara asks: Is that to say, by inference, that Rav Huna, according to whose opinion Rabbi Avina acquired the gift, holds that the gift of a person on his deathbed of a portion of his estate does not require an act of acquisition? But don't we maintain that the gift of a person on his deathbed of a portion of his estate requires an act of acquisition? The Gemara answers: It is different here, as this is not a standard case of the gift of a person on his deathbed. This is a case where one issues an instruction to give the gift due to his imminent death. In that case, the principle: It is a mitzva to fulfill the statement of the deceased, applies even if it is a gift of a portion of his estate.

¹²⁸ The Gemara asks: Is that to say by inference that Rabbi Abba holds that one who issues an instruction to give the gift due to his imminent death requires an act of acquisition? But don't we maintain that one who issues an instruction to give the gift due to his imminent death does not require an act of acquisition? What, then, is difficult for Rabbi Abba?

¹²⁹ Rather, this is what is difficult according to Rabbi Abba: Geneiva did not say to give four hundred dinars of wine to Rabbi Avina, and he did not say: The monetary value of four hundred dinars of wine. He said: Four hundred dinars from wine. The question is: What did Geneiva seek to convey with that ambiguous expression? And the other amora, Rabbi Zeira, who does not find this difficult, holds that when Geneiva said: Four hundred dinars from wine, it was in order to enhance Rabbi Avina's ability to collect the gift. Geneiva sought to give him a gift of value; in order to guarantee that Rabbi Avina would have access to his property and that the heirs would not be able to prevent him from receiving the gift with various claims, he specifically designated from which property Rabbi Avina could collect the gift. The Gemara notes: They sent a message from there, i.e., Eretz Yisrael, that the term: From wine, is in order to enhance Rabbi Avina's ability to collect the gift.

¹³⁰ MISHNA: With regard to one who was thrown into a pit and thought that he would die there, and he said that anyone who hears his voice should write a bill of divorce for his wife, and he specified his name, her name, and all relevant details, those who hear him should write this bill of divorce and give it to his wife, even though they do not see the man and do not know him.

¹³¹ GEMARA: The Gemara asks: But let us be concerned that perhaps the source of the voice in the pit is a demon, as no one saw the person in the pit. Rav Yehuda says: It is referring to a case where they saw that the being in the pit has human form.

¹³² The Gemara objects: Demons too can appear in human form, and therefore the fact that the being looked human is not a proof that it is not a demon. The Gemara explains: It is a case where they saw that he has a shadow [bavua]. The Gemara objects: Demons also have a shadow. The Gemara explains: It is a case where they saw that he has the shadow of a shadow. The Gemara objects: And perhaps demons too have the shadow of a shadow? Rabbi Ḥanina says: Yonatan my son taught me that demons have a shadow but they do not have the shadow of a shadow.

¹³³ The Gemara asks: But perhaps the source of the voice in the pit is a rival wife of the woman who is to be divorced. She seeks to cause her rival to receive a bill of divorce under false pretenses, leading her to believe that she is divorced. Based on that mistaken belief, she will remarry without a divorce and will then be forbidden to both her first and second husband. The Gemara answers: A Sage from the school of Rabbi Yishmael taught: During a time of danger, when there is the likelihood that the wife would assume deserted wife status, one writes and gives a bill of divorce even though the people instructed to do so are not familiar with the man who gave the instructions. Here too, when a voice is heard from a pit, one writes and gives the bill of divorce, as there is no possibility of properly clarifying the issue.

¹³⁴ MISHNA: A healthy man who said: Write a bill of divorce for my wife, but did not say to give it to her, presumably sought to mock her. Since he told them to write the bill of divorce and not to give it, it is not a valid bill of divorce.

¹³⁵ The mishna relates: There was an incident involving a healthy man who said: Write a bill of divorce for my wife, and then ascended to the roof and fell, and died. Rabban Shimon ben Gamliel

said: If he fell at his own initiative, taking his own life, it is a valid bill of divorce, as it is clear that he anticipated his death and instructed those listening to write the bill of divorce with the intent of giving it to her. However, if the wind forced him to fall, it is not a valid bill of divorce, as there was no clear intent to give her the bill of divorce.

¹³⁶ GEMARA: The Gemara asks: Was an incident cited to contradict the halakha stated in the mishna? The halakha is that in a case where a healthy man said: Write a bill of divorce for my wife, the bill of divorce is not valid. From the incident it is clear that under certain circumstances when a healthy man said: Write a bill of divorce for my wife, the bill of divorce is valid.

¹³⁷ The Gemara answers: The mishna is incomplete and this is what it is teaching: In the case of a healthy man who said: Write a bill of divorce for my wife, but he did not say to give it to her, presumably sought to mock her. However, if his ultimate actions prove the nature of his initial intent, that he seeks to give the bill of divorce because he is about to die, it is a valid bill of divorce. And there was an incident involving a healthy man who said: Write a bill of divorce for my wife, and he then ascended to the roof and fell and died. Rabban Shimon ben Gamliel said: If he fell at his own initiative, it is a valid bill of divorce. However, if the wind forced him to fall, it is not a valid bill of divorce.

¹³⁸ The Gemara relates: There was a certain man who entered the synagogue and found a schoolteacher and his son who were sitting there, and another person also sat with them. The man said to them: Two of you should write a bill of divorce for my wife. Ultimately, the schoolteacher died. The Sages considered the following question: Do people designate a son as an agent in the presence of his father, even though the two of them could not serve together as witnesses because they are relatives, or not? As the man's intent was to designate two people who could serve as witnesses, the schoolteacher and the other person, the question is whether the son of the schoolteacher and the other person are agents and eligible to write and give the bill of divorce.

¹³⁹ Rav Nahman said: People do not designate a son as an agent in the presence of his father. And Rav Pappi said: People designate a son as an agent in the presence of his father. Rava said that the halakha is: People designate a son as an agent in the presence of his father.

¹⁴⁰ MISHNA: If a man said to two people: Give a bill of divorce to my wife,

¹⁴¹ or if a man said to three people: Write a bill of divorce and give it to my wife, these people should write the document themselves and give it to her. If he said to three people: Give a bill of divorce to my wife, these people should tell others, and those others will write the document, because he designated the three people as a court. This is the statement of Rabbi Meir.

¹⁴² And it is that halakha that Rabbi Ḥanina of Ono brought up from prison in the name of Rabbi Akiva, who was incarcerated there: I received a tradition from my teachers that in a case where a man says to three people: Give a bill of divorce to my wife, that these people should tell others and those others will write the document, because he designated the three people as a court.

¹⁴³ Rabbi Yosei said: We said [nomeinu] to the agent, Rabbi Ḥanina of Ono: We too received a tradition. However, it is a different one, that even if a man said to the High Court [Sanhedrin] in Jerusalem: Give a bill of divorce to my wife, that the members of the court should learn to write, and should write the document themselves, and give it to his wife.

¹⁴⁴ If a man said to ten people: Write and give a bill of divorce to my wife, one of the ten writes the bill of divorce and two sign it. If he said: All of you write the document, one of them writes the bill of divorce and all of them sign it. Therefore, if one of them died, then this is a bill of divorce that is null and void, as he directed all of them to participate in the process.

¹⁴⁵ GEMARA: Rabbi Yirmeya bar Abba says: After Rav's death, they sent a question from the study hall of Rav to Shmuel: Let our teacher teach us: In a case where a man said to two people: Write and give a bill of divorce to my wife, and they told the scribe and he wrote the bill of divorce and they signed it, what is the halakha? He sent this response to them: If the woman remarried on the basis of this bill of divorce, she should leave her second husband, and the matter requires study. It is necessary to clarify the halakha, as there is fundamental uncertainty with regard to this matter.

¹⁴⁶ The Gemara asks: What is the meaning of: The matter requires study? What aspect of this question requires study? If we say that the uncertainty arises due to the fact that these are verbal directives, as the husband merely gave them instructions and did not hand them anything tangible, and Shmuel is uncertain whether verbal directives, instructions given to one agent, are transferred to another agent or whether verbal directives are not transferred to another agent; this leads to the question of whether the agents designated by the husband to write the bill of divorce can designate the scribe to write it. That cannot be the question.

¹⁴⁷ The Gemara explains why not: But didn't Shmuel say that Rabbi Yehuda HaNasi says: The halakha is in accordance with the opinion of Rabbi Yosei, who said: Verbal directives cannot be delegated to an agent, i.e., an agent cannot be deputized to give instructions on behalf of another. Shmuel was not uncertain concerning this issue.

¹⁴⁸ Rather, this is the dilemma that Shmuel is raising: When the man told the two people: Write the bill of divorce, the question is whether he was referring to their signatures, in which case they could designate the scribe to write the document, or whether he was referring to writing the text of the bill of divorce, in which case it would be incumbent upon them alone to write and sign the document.

¹⁴⁹ The Gemara asks: But let Shmuel resolve the dilemma from the mishna: If a man said to two people: Give a bill of divorce to my wife, or if a man said to three people: Write a bill of divorce and give it to my wife, these people should write the document themselves and give it to her. Apparently, they must write the bill of divorce themselves.

¹⁵⁰ The Gemara answers: The proper interpretation of the mishna itself is the dilemma that Shmuel is raising: When the man told the two people: Write the bill of divorce, was he referring to their signatures, or was he referring to writing the text of the bill of divorce? The Gemara explains: It is obvious that it is referring to the writing of the bill of divorce, as it is taught in the latter clause of the mishna: Rabbi Yosei said: We said to the agent, Rabbi Ḥanina of Ono: We too received a tradition; that even if a man said to the High Court in Jerusalem: Give a bill of divorce to my wife, that the members of the court should learn to write, and should write the document themselves, and give it to his wife.

¹⁵¹ Granted, if you say it means the writing of the bill of divorce, that they must write the actual bill of divorce, this works out well, as a certain degree of expertise is necessary in order to write a bill of divorce correctly. However, if you say that it means their signatures, is there a court whose members do not know how to sign their signatures? The Gemara responds: Yes, there is a new court, whose members have not yet learned to sign a unique signature that will be recognizable to the public.

¹⁵² The Gemara asks: But if we hold that this instruction: Write the bill of divorce, is a reference to their signatures, is the writing of the bill of divorce by a scribe valid? But didn't Shmuel say that Rabbi Yehuda HaNasi says: The halakha is in accordance with the opinion of Rabbi Yosei, who says: Verbal directives cannot be delegated to an agent.

¹⁵³ The Sages say in response that if we hold that the phrase: Write the bill of divorce, is a reference to their signatures, the writing of the bill of divorce becomes as one who says to those agents: Tell another to write it. And Rabbi Yosei concedes in the case of one who says: Tell another to write it, that the agent can designate another to write the document. The Gemara asks: And does Rabbi Yosei concede in the case of one who says: Tell another to write it? But didn't we learn in a mishna (87b): If a bill of divorce has the writing of a scribe, and the scribe identifies his handwriting, and one witness verifies his signature, it is valid as though two witnesses testified to ratify their signatures. And Rabbi Yirmeya said: We learned in the mishna that this is the halakha with regard to the scribe's signature and not the scribe's writing.

¹⁵⁴ And Rav Hisda said: Whose opinion is expressed in the mishna? It is that of Rabbi Yosei, who said: Verbal directives cannot be delegated to an agent, and there is no concern that the scribe signed the document without the husband instructing him to do so.

¹⁵⁵ And if it enters your mind to say that Rabbi Yosei concedes in the case of one who says: Tell another to write it, a pitfall will result from it. As sometimes, it happens that one said to two people:

¹⁵⁶ Tell a scribe and he will write the document and tell so-and-so and so-and-so and they will sign it. And due to the shame of the scribe, who asks: Don't you consider me a sufficiently upright person to sign the document as a witness, the agents are concerned to avoid that disgrace and have one of those witnesses and the scribe sign together with him, and the husband did not say to do so. The bill of divorce is invalid because it was signed contrary to the husband's instructions, and the agents will mistakenly think it is valid.

¹⁵⁷ The Gemara answers: Since the Master said, as cited later, that such a bill of divorce is valid, however, it shall not be done in Israel, as the husband himself should appoint the scribe and the witnesses, it is an uncommon case for the husband to appoint an agent to arrange the bill of divorce, and the Sages do not issue a decree for cases that are uncommon.

¹⁵⁸ The Gemara asks: And let us be concerned lest the husband say to two people: Tell the scribe and he will write the document and you sign it, and these two, due to the shame of the scribe, go and have the scribe sign the document together with one of them, and the husband did not say to do so. The Sages say: In this case too, it is valid; however, it shall not be done. This too is uncommon, and there is neither concern nor a decree.

¹⁵⁹ The Gemara responds: This works out well according to the one who said in this case as well: It is valid; however, it shall not be done. But according to the one who said: It is valid and it may be done, i.e., it is permitted ab initio, what is there to say?

¹⁶⁰ Rather, this is the explanation. Rabbi Yosei stated two halakhot: The first is that verbal directives cannot be delegated to an agent. The second is that even when the husband said: Tell another to write the document, this agency cannot be transferred to another person. And Shmuel holds in accordance with the opinion of Rabbi Yosei in one case, i.e., that verbal directives cannot be delegated to an

agent, and he disagrees with him in one case, as Shmuel holds that if the husband explicitly said: Tell another to write the document, this agency can be transferred.

¹⁶¹ § With regard to the previously cited matter itself, Shmuel says that Rabbi Yehuda HaNasi says: The halakha is in accordance with the opinion of Rabbi Yosei, who says: Verbal directives cannot be delegated to an agent. Rabbi Shimon, son of Rabbi Yehuda HaNasi, said before his father: Since Rabbi Meir and Rabbi Ḥanina of Ono, who hold that verbal directives can be delegated to an agent, disagree with Rabbi Yosei, what led Rabbi Yehuda HaNasi to say that the halakha is in accordance with the opinion of Rabbi Yosei?

¹⁶² Rabbi Yehuda HaNasi said to his son: Be silent, my son; be silent. You did not see Rabbi Yosei, as, if you had seen him, you would know that his reasoning [nimmuko] accompanies his statements. Therefore, I deem his opinion most reliable.

¹⁶³ This is as it is taught in a baraita that Isi ben Yehuda would recount the praise of the Sages by characterizing each of them: Rabbi Meir, a scholar and scribe; Rabbi Yehuda, a scholar when he chooses to be one; Rabbi Tarfon, a pile of nuts, as, just as when one removes a nut from a pile all the other nuts fall, so too, when a student would ask Rabbi Tarfon with regard to one matter, he would cite sources from all the disciplines of the Torah; Rabbi Yishmael, a well-stocked store; Rabbi Akiva, a full storehouse; Rabbi Yoḥanan ben Nuri, a peddler's basket, in which there is a small amount of each product; Rabbi Elazar ben Azarya, a basket of fragrant spices, as everything he says is reasonable; the mishna of Rabbi Eliezer ben Ya'akov is measured [kav] and immaculate; Rabbi Yosei, his reasoning accompanies his statements; Rabbi Shimon grinds much and removes little.

¹⁶⁴ It is taught in explanation: Rabbi Shimon would forget little of his studies, and what he removed from his memory, he removed only chaff. And likewise, Rabbi Shimon said to his students: My sons, accept my halakhic rulings, as my rulings are the finest rulings of the finest rulings of Rabbi Akiva.

¹⁶⁵ § With regard to the matter previously cited itself, a case where one who said to two people: Tell a scribe and he will write the document and tell so-and-so and so-and-so and they will sign it, Rav Huna says that Rav says: It is valid; however, it shall not be done in Israel ab initio. The husband himself must appoint the scribe and witnesses.

¹⁶⁶ Ulla said to Rav Naḥman, and some say that Rav Naḥman said to Ulla: Since it is valid, why shall it not be done in Israel? He said to him: We are concerned lest the woman hire witnesses. Since this is permitted by means of an agent, and the witnesses themselves do not know what the husband said, a woman could hire witnesses to tell a scribe to write a bill of divorce on her behalf and hire witnesses to sign it without her husband's knowledge.

¹⁶⁷ The Gemara asks: But are we concerned about that possibility? But isn't it taught in a baraita (Tosefta, Yevamot 4:7): With regard to witnesses who are signed on a field of sale and a woman's bill of divorce, the Sages were not concerned with regard to this matter of forgery, that perhaps these documents were written without consent of the owner and the husband, respectively. The Gemara answers: Although they would not perform an action and forge a bill of divorce, they would utter a statement and tell another to forge a document. The other person acts unknowingly, unaware of the impropriety involved.

¹⁶⁸ The Gemara cites another halakha: If one said to two people: Tell the scribe and he will write the document and you sign it, Rav Ḥisda says: This bill of divorce is valid; however, it shall not be done *ab initio*. Rabba bar bar Ḥana says: It is valid and it may be done *ab initio*.

¹⁶⁹ Several other amora'im dispute this matter. Rav Naḥman says: It is valid; however, it shall not be done *ab initio*. Rav Sheshet says: It is valid and it may be done *ab initio*. Rabba says: It is valid; however, it shall not be done. Rav Yosef says: It is valid and it may be done.

¹⁷⁰ And there are those who reverse the attribution of the opinions of Rabba and Rav Yosef with regard to this matter.

¹⁷¹ The mishna teaches that if a man said to ten people: Write and give a bill of divorce to my wife, one of the ten writes the bill of divorce and two sign it. The Sages taught: If one said to ten people: Write a bill of divorce and give it to my wife, one writes on behalf of them all. If he said: All of you write the document, one writes it in the presence of them all. If he said: Deliver a bill of divorce to my wife, one person brings it on behalf of them all. If he said: All of you deliver a bill of divorce, then one brings it in the presence of them all.

¹⁷² A dilemma was raised before the Sages: If he said: Write a bill of divorce, and he enumerated them by name, what is the halakha? Can one of them write the bill of divorce on behalf of them all? Or perhaps it is comparable to a situation where one says: All of you write, when it must be written in the presence of them all. Rav Huna says: If one enumerated them by name, it is not comparable to saying: All of you write. Rabbi Yoḥanan says in the name of Rabbi Elazar of Rome: If one enumerated them by name, it is comparable to saying: All of you write.

¹⁷³ Rav Pappa said: And they do not disagree. This is referring to a case where he enumerated them all, and that is referring to a case where he enumerated some of them. Some say that the distinction between the cases should be explained in this manner, and some say it in that manner. Some explain that the distinction is that if he enumerated them all, he insists that they all participate, but if he enumerated some of them, he does not insist that they do so. He enumerated the names that he did only to indicate that he wants the people performing the task to be chosen from those people. Others explain that if he enumerated only some of them, he thereby expressed his intent that they alone participate, but if he enumerated them all but did not say: All of you write, that is not the case.

¹⁷⁴ The Gemara recounts: Rav Yehuda instituted in the case of a bill of divorce with regard to which the husband gave instructions in the presence of many people and the concern is that it will be interpreted that he said: All of you write, and if they do not all sign there will be uncertainty whether or not the woman is divorced, that he should say: Write it, either all of you or each and every one of you; sign it, either all of you or every two of you; deliver it, either all of you or each and every one of you. In that way, there is no concern that the bill of divorce will be invalid if one of them fails to participate.

¹⁷⁵ Rava said: This ordinance still leaves room for a pitfall. Since Rav Yehuda instituted a formula that is that long and complex, sometimes the husband may truncate his statement and say: All of you, but he will not say: Every one of you. And the bill of divorce will be invalidated as a result.

¹⁷⁶ Rather, Rava said that he must say: Each of you may write it, every two of you may sign it, each one of you may deliver it. However, he should not say: All of you, so that the bill of divorce will not be invalidated if one fails to do so.

Chapter 7

¹ MISHNA: In the case of one who was afflicted with temporary insanity [kordeyakos] and said: Write a bill of divorce for my wife, he said nothing, because he was not lucid at the time. If he said: Write a bill of divorce for my wife, when he was lucid, and was then afflicted with temporary insanity and he retracted his previous statement and said: Do not write it, his latter statement is considered to be nothing, i.e., it is not halakhically valid.

² The mishna continues: In a case where the husband became mute, and two people said to him: Shall we write a bill of divorce for your wife, and he nodded his head indicating his agreement, they examine him with various questions three times. If he responded to questions that have a negative answer: No, and responded to questions that have a positive answer: Yes, indicating his competence, they shall write the bill of divorce and give it to his wife based on the nod of his head.

³ GEMARA: The Gemara asks: What is the nature of the temporary insanity mentioned in the mishna? Shmuel said: The reference is to one who was afflicted by drinking new wine that came directly from the winepress. The Gemara asks: And let the tanna of the mishna then teach explicitly: With regard to one who was afflicted by drinking new wine. The Gemara answers: This teaches us that the name of the demon that causes this insanity is Kordeyakos.

⁴ The Gemara asks: What difference is there? The Gemara answers: The difference is with regard to writing an amulet to prevent harm caused by the demon. The amulet must include the name of the demon. The Gemara asks: What is the remedy for that illness? The Gemara responds: The afflicted person should eat red meat roasted over coals and drink wine diluted [marka] with a large amount of water.

⁵ Abaye said: My mother told me that the remedy for a day-old fever, i.e., one contracted that day, is drinking a jug [kuza] of water. The remedy for a fever two days old is bloodletting [sikurei]. The remedy for a fever three days old is eating red meat roasted over coals and drinking diluted wine. For an old fever that lasts for an extended period of time, the remedy is to bring a black hen, tear it lengthwise and widthwise, shave the middle of the sufferer's head, and place the hen upon it, and leave the hen upon him until it adheres to his head due to the blood.

⁶ And let him descend into the water and let him stand in the water up to his neck until the world appears faint for him, i.e., he feels faint. And let him submerge himself in the water, and emerge from the water and sit and rest. And if he is not able to undergo this process, let him eat leeks, and descend into the water, and stand in the water up to his neck until the world appears faint for him. And let him submerge himself in the water, and emerge from the water and sit and rest.

⁷ The remedy for a fever is eating red meat that was roasted over coals and drinking diluted wine. A remedy for the chills is eating fatty meat that was roasted over coals and drinking undiluted wine.

⁸ It was related: When the members of the Exilarch's house would afflict Rav Amram the pious they would make him lie down to sleep all night on the snow. The next day they would say to him: What is preferable for the Master, i.e., Rav Amram, for us to bring him to eat? Rav Amram said to himself: Anything I say to them, they will do the opposite. He said to them: Bring me red meat roasted over coals and diluted wine. They brought him fatty meat roasted over coals and undiluted wine instead, which is what Rav Amram had intended, because this is the remedy for one who suffers from the chills.

⁹ Yalta, Rav Naḥman's wife, heard what the members of the Exilarch's house did, and that Rav Amram was suffering from the chills. And she brought him to the bathhouse, and placed him in the water of the bathhouse until the water of the bathhouse turned red like blood. And his flesh became covered with spots that looked like coins [peshitei].

¹⁰ It is related: When Rav Yosef suffered from the cold he would work by grinding with millstones in order to keep warm. When Rav Sheshet suffered from the cold he would work by lifting beams. He said: Great is labor, as it warms its master.

¹¹ § The Gemara relates another incident of the house of the Exilarch: The Exilarch said to Rav Sheshet: What is the reason that the Master, i.e., Rav Sheshet, does not eat with us? He said to him: Because the slaves do not act according to a high standard, as they are suspected of transgressing the prohibition against eating a limb severed from a living animal. The Exilarch said to him: Who says that this is so? Rav Sheshet said to him: I will now show you. Rav Sheshet said to his servant: Go steal one leg from the animal that the servants of the Exilarch's house slaughtered for a meal and bring it to me.

¹² Rav Sheshet's servant brought one leg to him and afterward Rav Sheshet said to the servants of the Exilarch's household: Set out the portions of the animal for me. They brought him only three legs and placed them before him, because the fourth leg had been stolen. Rav Sheshet said to them: Did this animal have only three legs? When the servants heard this they cut one leg from another living animal and they brought it and placed it before Rav Sheshet. Rav Sheshet said to his servant: Bring out this leg of yours, i.e., that you stole, as well. He placed that leg on the table and Rav Sheshet said to them: Did this animal have five legs?

¹³ The Exilarch realized that he could not rely on his servants. He said to Rav Sheshet: If so, they should prepare the meat in the presence of my Master's servant and then you can eat without concern. Rav Sheshet said to him: Very well. They brought a table before them, and they brought the meat before him. And the servants placed a small bone in the meat before him so that it would cause Rav Sheshet to choke. Since Rav Sheshet was blind, they thought that he would be unable to notice the bone. He felt it, took the entire piece of meat and wrapped it in his scarf [sudarei] out of concern that he would be hurt by the small bones that he could not see.

¹⁴ After he ate, the servants realized what he had done and they wanted to show the Exilarch that Rav Sheshet did not eat the meat that was given to him. Therefore, the servants said to the Exilarch:

¹⁵ A silver cup was stolen from us, and they searched everyone for it. When they were checking they found the piece of meat wrapped in his scarf.

¹⁶ The Exilarch's servants said to the Exilarch: See Master, i.e., the Exilarch, Rav Sheshet does not desire to eat, rather he wishes only to afflict us. Even after everything that was done for him he did not eat from the Exilarch's meal. Rav Sheshet said to them: I ate and I tasted the taste of white leprous spots in the meat and therefore I did not eat it. They said to the Exilarch: We did not prepare an animal with white spots today. Rav Sheshet said to them: Check the skin in the place of the portion that I was given. He issued this instruction in accordance with the statement of Rav Ḥisda, as Rav Ḥisda said: Black spots within white skin and white spots within black skin are an affliction and a sign of disease. They checked and found that the animal was afflicted in this manner, and the Exilarch's servants became even angrier with him.

¹⁷ When Rav Sheshet was exiting the house of the Exilarch the servants dug a pit and placed a reed mat [tzifta] on top of it so that the pit would not be noticed. And they said to Rav Sheshet: The Master, i.e., Rav Sheshet, should come and rest for a short time, and they intended for him to fall and be hurt. Rav Ḥisda, who was also present, snorted [neḥar] to him from behind in order to signal to him. Rav Sheshet said to a child who was there: Recite your verse for me that you studied today. The child said to him: “Turn to your right or to your left” (II Samuel 2:21). Rav Sheshet, who was blind, said to his servant: What do you see? His servant said to him: I see a mat that has been placed on the ground. Rav Sheshet said to him: Turn away from it and we will go around it.

¹⁸ After Rav Sheshet left the Exilarch’s house, Rav Ḥisda said to him: From where did the Master, i.e., Rav Sheshet, know that the servants had dug a pit in that place? Rav Sheshet said to him: There were several matters that raised my suspicions. One, that the Master, i.e., Rav Ḥisda, snorted to me to signal that I should beware. And additionally, when the child recited the verse for me it alluded to this matter. And additionally, servants are suspect of not acting according to a high standard, and I suspected that they would attempt to cause me harm.

¹⁹ § After mentioning the spirit named kordeyakos on the previous daf the Gemara relates other matters connected to spirits and demons. It is written: “I got myself sharim and sharot, and human pleasures, shidda and shiddot” (Ecclesiastes 2:8). The Gemara explains: “Sharim and sharot”: These are types of musical instruments. “And human pleasures”: These are pools and bathhouses. “Shidda and shiddot”: Here, in Babylonia, they interpreted these words in the following manner: Male demons [shidda] and female demons [shiddetin]. In the West, Eretz Yisrael, they said that these words are referring to carriages [shiddeta].

²⁰ Rabbi Yoḥanan says: There were three hundred types of demons in a place named Shiḥin, but I do not know what the form or nature of a demon itself is.

²¹ The Master said: Here they interpreted it: Male demons and female demons. The Gemara asks: Why was it necessary for Solomon, the author of Ecclesiastes, to have male demons and female demons? The Gemara answers: As it is written with regard to the building of the Temple: “For the house, when it was being built, was built of stone made ready at the quarry; and there was neither hammer nor axe nor any tool of iron heard in the house, while it was being built” (I Kings 6:7). Solomon said to the sages: How shall I make it so that the stone will be precisely cut without using iron? They said to him: There is a creature called a shamir that can cut the stones, which Moses brought and used to cut the stones of the ephod.

²² Solomon said to them: Where is it found? They said to him: Bring a male demon and a female demon and torment them together. It is possible that they know where, and due to the suffering they will reveal the place to you. Solomon brought a male demon and a female demon and tormented them together, and they said: We do not know where to find the shamir. Perhaps Ashmedai, king of the demons, knows.

²³ Solomon said to them: Where is Ashmedai? They said to him: He is on such-and-such a mountain. He has dug a pit for himself there, and filled it with water, and covered it with a rock, and sealed it with his seal. And every day he ascends to Heaven and studies in the heavenly study hall and he descends to the earth and studies in the earthly study hall. And he comes and checks his seal to ensure that nobody has entered his pit, and then he uncovers it and drinks from the water in the pit. And then he covers it and seals it again and goes.

²⁴ Solomon sent for Benayahu, son of Jehoiada, a member of the royal entourage, and gave him a chain onto which a sacred name of God was carved, and a ring onto which a sacred name of God was carved, and fleeces of wool and wineskins of wine. What did Benayahu do? He went and dug a pit lower down the mountain, below the pit dug by Ashmedai, drained the water, and plugged it with the fleeces of wool so that Ashmedai's pit was emptied. And he dug a pit higher up the mountain, above Ashmedai's pit. And he poured the wine into it so that the wine filled Ashmedai's pit, and he plugged the lower and upper pits that he dug. He climbed up and sat in a tree.

²⁵ When Ashmedai came he checked his seal, opened the pit, and found it to be filled with wine. He said that it is written: "Wine is a mocker, strong drink is riotous; and whosoever wallows in it is not wise" (Proverbs 20:1), and it is written: "Harlotry, wine, and new wine take away the heart" (Hosea 4:11). He concluded: I will not drink this wine. Eventually, when he became thirsty, he was unable to resist the wine and he drank, became intoxicated, and fell asleep.

²⁶ Benayahu descended from the tree, came, and threw the chain around Ashmedai, and enclosed him within it. When Ashmedai awoke he struggled to remove the chain. Benayahu said to him: The name of your Master is upon you, the name of your Master is upon you, do not tear the chain. God's name is written on this chain, and it is forbidden to destroy it.

²⁷ When Benayahu took Ashmedai and came to Jerusalem he reached a palm tree and Ashmedai rubbed against it and knocked it down. He reached a house and knocked it down. He reached a small shack [kuva] belonging to a certain widow. This widow emerged,

²⁸ and she begged him not to knock down the house. He bent his body away from her, to the other side, and broke one of his bones. He said: This is as it is written: "Soft speech can break a bone" (Proverbs 25:15).

²⁹ Ashmedai saw a blind man who was lost on the road and he brought him to the correct road. He saw a drunk who was lost on the road and he brought him to the correct road. He saw the joy of a wedding celebration in which they were celebrating, and he cried. He heard a certain man say to a shoemaker [ushkafa]: Make me shoes that will last for seven years, and he laughed. He saw a certain sorcerer performing magic, and he laughed.

³⁰ When Ashmedai arrived there, in Jerusalem, they did not bring him before Solomon until three days had passed. On the first day he said to them: Why doesn't the king want me to come to him? They said to him: He drank too much and was overcome by drink. Ashmedai took a brick and placed it on top of another brick. The servants came and told Solomon what he had done. Solomon interpreted the action and said to them: This is what he said to you through this allusion: Return and give the king more to drink.

³¹ The following day Ashmedai said to them: And why doesn't the king want me to come to him? They said to him: He ate too much and was overcome by food. Ashmedai took the brick off the other brick and placed it on the ground. The servants came and told Solomon what Ashmedai had done. He interpreted Ashmedai's actions and said to them: This is what he said to you through this allusion: Take his food away from him.

³² At the end of three days Ashmedai came before Solomon. Ashmedai took a reed and measured four cubits [garmidei], and threw it before him. He said to Solomon: See, when that man, Solomon,

dies, he will have nothing in this world except the four cubits of his grave. Now you have conquered the entire world and yet you are not satisfied until you also conquer me?

³³ Solomon said to him: I need nothing from you. I want to build the Temple and I need the shamir for this. Ashmedai said to him: The shamir was not given to me, but it was given to the angelic minister of the sea. And he gives it only to the wild rooster, also known as the dukhifat or the hoopoe, whom he trusts by the force of his oath to return it.

³⁴ And what does the wild rooster do with it? He brings it to mountains that are not fit for habitation, and he places the shamir on the craggy rock and the mountain splits. And he takes and brings seeds of trees, throws them there, and it becomes fit for habitation. And this is why we interpret the word dukhifat as a cutter of mountains [naggar tura], i.e., the Aramaic translation of the word dukhifat in the Bible is naggar tura, cutter of mountains.

³⁵ They investigated and found the nest of a wild rooster in which there were chicks, and he covered its nest with translucent glass. When the rooster came it wanted to enter the nest but was unable to do so. It went and brought the shamir and placed it on top to crack the glass. Solomon's servant threw a clump of dirt at the rooster and the rooster knocked over the shamir. The man took it and the wild rooster went and strangled itself over the fact that it had not kept its oath, by not returning the shamir.

³⁶ Later, Benayahu said to Ashmedai: What is the reason that when you saw that blind man who was lost on the road you brought him to the correct road? Ashmedai said to him: They proclaim about him in heaven that he is a completely righteous man, and anyone who does good for his soul shall merit to enter the World-to-Come.

³⁷ Then Benayahu asked: And what is the reason that when you saw the drunk man who was lost on the road you brought him to the correct road? Ashmedai said to him: They proclaim about him in heaven that he is a completely wicked man. And I did good for his soul so that he will consume his reward in this world and not have any reward in the World-to-Come.

³⁸ Benayahu continued and asked him: What is the reason that when you saw that joy of the wedding you cried? Ashmedai said to him: I knew that this man will die within thirty days. And his wife is required to wait for the yavam, the husband's brother, who is a minor, to reach the age of thirteen years, the age of majority, so that he can release her through ḥalitza, the ritual through which the yavam frees the yevama of her levirate bonds.

³⁹ In addition, he asked: What is the reason that when you heard that man say to a shoemaker: Make me shoes that will last for seven years, you laughed? Ashmedai said to him: That man does not have seven days to live; does he need shoes that will last for seven years?

⁴⁰ Benayahu then asked: What is the reason that when you saw that sorcerer performing magic you laughed? Ashmedai said to him: Because he was sitting on the king's treasury [bei gaza]. Let him use his magic to know what there is buried underneath him.

⁴¹ Solomon kept Ashmedai with him until he completed building the Temple. One day he stood with Ashmedai alone. He said to Ashmedai: It is written: "For him like the lofty horns of the wild ox" (Numbers 24:8), and the Sages say in explanation of the verse: "Like the lofty horns"; these are the ministering angels. "The wild ox"; these are the demons. In what way are you greater than us? Why does the verse praise your abilities and powers over those of human beings?

⁴² Ashmedai said to him: Take the chain engraved with God's name off me and give me your ring with God's name engraved on it, and I will show you my strength. Solomon took the chain off him and he gave him his ring. Ashmedai swallowed the ring and grew until he placed one wing in the heaven and one wing on the earth. He threw Solomon a distance of four hundred parasangs. With regard to that moment Solomon said: "What profit is there for a person through all of his toil under the sun?" (Ecclesiastes 1:3). With Solomon deposed from the throne, Ashmedai took his place.

⁴³ With regard to the verse: "And this was my portion from all of my toil" (Ecclesiastes 2:10), the Gemara asks: What is the meaning of the expression: "And this"? This expression is always an allusion to an item that is actually in his hand or can be shown. Rav and Shmuel disagree with regard to the meaning of this phrase. One said: This is referring to Solomon's staff that remained in his hand. And one said: This is referring to his cloak. Solomon circulated from door to door collecting charity, and wherever he arrived he would say: "I, Ecclesiastes, was king over Israel in Jerusalem" (Ecclesiastes 1:12). When he finally arrived at the Sanhedrin in Jerusalem the sages said: Now, an imbecile does not fixate on one matter all of the time, so what is this matter? Is this man perhaps telling the truth that he is Solomon?

⁴⁴ The sages said to Benayahu: Does the king require you to be with him? Benayahu said to them: No. They sent to the queens and asked: Does the king come to be with you? The queens sent a response to them: Yes, he comes. They sent a request to the queens: Check his feet to see if they are human feet. The queens sent a response to the sages: He always comes in socks [bemokei], and it is not possible to see his feet.

⁴⁵ The queens continued discussing the king's behavior: And he demands of them, i.e., the queens, to engage in sexual intercourse when they are menstruating. And he also demands that Bathsheba his mother engage in sexual intercourse with him. Once the Sanhedrin heard this they understood that this was an imposter and not actually Solomon. They brought Solomon, gave him a ring and the chain on which the name of God was carved. When Solomon entered, Ashmedai saw him and fled.

⁴⁶ The Gemara adds: And even so, although Ashmedai fled, Solomon was fearful of him, and this is as it is written: "Behold the bed of Solomon surrounded by sixty strong men from the warriors of Israel. All of them holding swords and trained in war, each man with his sword on his thigh from fear in the nights" (Song of Songs 3:7–8).

⁴⁷ Rav and Shmuel disagreed with regard to this story of Solomon. One said: He was a king and afterward he became a commoner, and never returned to his position as king. And one said: He was a king, and became a commoner, and a king, as ultimately he returned to his throne and defeated Ashmedai.

⁴⁸ § The Gemara returns to the discussion concerning the different remedies with which the chapter began: As a remedy for a headache caused by excessive blood in the head, let him bring cypress [shurvina], willow, fresh myrtle [asa dara], olive, poplar, sea willow, and cynodon grass and boil them together. And he should pour three hundred cups of this liquid on one side of his head and three hundred cups on this, the other side of his head.

⁴⁹ And if it is not effective or he is unable to obtain all of these ingredients then let him bring a white rose [varda] that stands in one row, meaning that it was growing alone, and he should boil it. And he should pour sixty cups on this side of his head and sixty cups on this side of his head.

⁵⁰ As a remedy for a migraine, let him bring a wild rooster and slaughter it using a silver dinar, so that the blood flows over the side of his head that hurts him. And he should be careful of its blood so as not to blind his eye. And he should hang it on the doorpost of his house, so that when he enters he rubs against it and when he exits he rubs against it.

⁵¹ § As a remedy for eye disease [beroketi], let him bring the body of a seven-colored scorpion, dry it in the shade, and grind together two portions of stibium and one portion of the dried scorpion. And let him place three eyebrushes full in this eye, and three eyebrushes full in that eye. But he should not place more, as if he does not heed this advice and he does place more, his eye will burst.

⁵² As a remedy for night blindness, he should bring a rope of animal hair [shudra barka], and he should tie one of his legs and one leg of a dog together with the rope. And let children throw pottery shards behind him, and let them say to him: The dog is old and the rooster is foolish. And let him take seven pieces of raw meat from seven houses and let him leave them for him in the socket of the door. And let him then eat them in the junkyard of the city. Afterward, he should untie the rope of hair and say as follows: The blindness of so-and-so, son of so-and-so; leave so-and-so, son of so-and-so; and then they say: Let them blow into the dog's eye.

⁵³ As a remedy for day blindness, hemeralopia, which is the inability to see clearly in bright light, let him bring seven animal spleens, and let the patient roast them on the pottery shard of a bloodletter. And let the patient sit on the inside of the house and let another person sit on the outside, and let the patient say to himself: Blind man, give me something to eat, and let the other one say to the patient: Seeing man, take and eat. And after the patient eats, let him break the shard, as if not, the blindness will follow him.

⁵⁴ As a remedy for a nosebleed, let the patient bring a man named Levi who is a priest, and that man should write for the patient the name Levi, backward. And if the patient is not able do this let him bring an ordinary man, and let that man write for the patient the following expression: I am Pappi Sheila bar Summakei. And that man should also write this backward.

⁵⁵ And if he is not able to do this let that man write for the patient like this: Taste from a bucket in silver water, taste from a bucket in tainted water. And if the patient is not able to do this let him bring the root of fodder [aspasta], rope [ashla] from an old bed, and paper [kurtesa], and saffron, and the red portion of a palm branch, and let him burn them with each other. And let the patient bring a fleece of wool and spin it into two strings, and let him soak [litmish] them in vinegar, roll them in this ash of the burned materials, and place them in his nostrils.

⁵⁶ And if the patient is not able to do this let him look at a stream of water flowing from the east toward the west, and let him spread his legs and stand with one foot on this side and one foot on that side. And let him take clay in his right hand from under his left foot, and let him take clay with his left hand from under his right foot. And let him spin two strings of wool, soak them in the clay, and place them in his nostrils.

⁵⁷ And if the patient is not able to do this let him sit under the gutter and let them bring water and pour it on him. And let them say: Just as the water has ceased, let the blood of so-and-so, son of so-and-so, cease.

⁵⁸ As a remedy for blood that comes from the mouth we check the patient with a straw of wheat. If the blood sticks to the straw then it comes from his lungs and it has a remedy. But if the blood does not stick to the straw, it means that the blood comes from the liver and it has no remedy.

⁵⁹ Rav Ami said to Rav Ashi: But didn't we learn the opposite in a mishna (Hullin 42a): If the liver was completely removed and none of it remains, then it is considered to be an animal with a condition that will cause it to die within twelve months [tereifa]. But in the case of a lung that is punctured or missing, the animal is considered to be a tereifa, even if it has not been completely removed. This indicates that damage to the lung is more serious than damage to the liver. Rav Ashi said to him: Since the blood comes out from this person's mouth, one must say that the liver has dissolved and he will not survive.

⁶⁰ The Master said: If the blood comes from the lungs then it has a remedy. The Gemara asks: What is its remedy? The Gemara answers: Let him bring seven fistfuls of sliced beets, and seven fistfuls of sliced leek, and five fistfuls of perida grass, and three fistfuls of lentils, and a fistful of cumin, and a fistful of ropes, and a corresponding amount of the intestines of a firstborn animal. And let him cook all of it together and let him eat everything and afterward let him drink good, strong beer.

⁶¹ With regard to the remedy for pain in one's teeth [lekhakha], Rabba bar Rav Huna said: Let him bring an individual garlic that grew as a single clove and grind it with oil and salt. And let him place it on the thumbnail of the side that hurts him, and let him surround it with a rim [gedanpa] of dough. And he should take care that it does not touch his flesh because it is harmful and can cause boils.

⁶² With regard to the remedy for gums, Rabbi Yoḥanan said: The Spanish chamomile [homti] plant is like the mamru plant, and the root of the Spanish chamomile is preferable to mamru, and let him take it in his mouth. This is meant to stabilize the illness so that it does not intensify. To boil them, meaning to cause the wounds to open so that the pus can be removed from them, let him bring the coarsest bran found at the upper portion of the sifter, and lentils in their dirt, and fenugreek [shuvlilta], and the flower of the hop plant. And let him take an amount about the size of a nut in his mouth.

⁶³ In order to open the blisters to remove the pus, let his friend blow white cress into his mouth with a straw of wheat. And if he wishes to heal the blisters let him bring dirt found in the shade of the bathroom and knead it with honey and eat it, as this is effective for curing the blisters.

⁶⁴ For a bronchial infection [levarsam], let him bring a nut-sized amount of ammonia [nishdor] water and a nut-sized amount of sweet galbanum, and a large spoonful of white honey, a vessel from Meḥoza, i.e., one that holds a quarter-log of liquid, full of clear [nekida] wine, and let him boil them together. And once the ammonia is cooked everything will have cooked. And if he is not able to do this let him bring a quarter-log of milk from a white goat,

⁶⁵ and let him drip it on three stalks of cabbage and stir it with a sprig from a marjoram bush. And when the sprig of marjoram is boiled all of it will be boiled. And if he is not able to do that, let him take the feces of a white dog and let him mix it with balm. And as much as possible let him not eat the feces because it causes the separation of the limbs.

⁶⁶ With regard to a remedy for a stinging pain [gira], let him bring a stone called an arrow of Lilith, and let him turn it upside down. And let him pour water on it and drink it. And if he is not able to do that, let him bring water from which a dog drank at night, and let him be careful about leaving the

water uncovered at night, in case a snake drank from it and left its venom in the water. A remedy for drinking uncovered water is to drink a quarter-log [anpaka] of undiluted wine.

⁶⁷ As a remedy for a pus-filled wound, one should drink a quarter-log of wine steeped in red ice plant.

⁶⁸ As a remedy for palpitations of the heart, i.e., if his heart is beating too fast, let him bring three loaves of barley, and soak them in kamka from which forty days have not yet passed since being made. And let him eat the loaves and drink diluted wine after consuming them. Rav Aḥa of Difti said to Ravina: All the more so his heart will palpitate from these foods. Ravina said to him: You misheard what I had said; I said this as a remedy for heaviness of the heart.

⁶⁹ As a remedy for palpitations of the heart, let him bring three loaves of wheat, soak them in honey, and eat them. And let him drink undiluted wine after them.

⁷⁰ As a remedy for heart pain, let him bring three egg-bulks of mint, and an egg-bulk of cumin, and an egg-bulk of sesame seeds, and let him eat them together.

⁷¹ As a remedy for pain of the intestines, let him bring three hundred long peppers, and every day let him drink one hundred of them with wine. It is told: Ravin of the city of Neresh prepared one hundred and fifty of our, i.e., Babylonian, peppers for the daughter of Rav Ashi, who had this illness, and she was healed.

⁷² As a remedy for roundworm, he should drink a quarter-log of wine steeped in laurel leaves. As a remedy for white worm, let him bring cress and tie it with a piece of woven cloth. And let him soak it in water and drink it. And let him be careful with the seed, as if he is not careful enough there is a danger that it will grow inside him and puncture his intestines.

⁷³ The remedy to bind the bowels, i.e., to cure diarrhea, is to consume the chamomile [sisin] plant when it is wet with water. And the remedy to relax the bowels and relieve constipation is to drink dry chamomile soaked in water, which acts as a laxative. And your mnemonic so as not to confuse these remedies is as follows: Wet grass [itza] that is used to dam rivers, and through this he will remember that moist chamomile is used to stop diarrhea.

⁷⁴ As a remedy for illness of the spleen, let him bring seven leeches, dry them in the shade, and every day drink two or three of them with wine. And if he is not able to do this, let him bring the spleen of a female goat that has not given birth, and place it in the oven, and stand across from it, and let him say: Just as this spleen is dried, so shall the spleen of so-and-so, son of so-and-so, be dried.

⁷⁵ And if he is not able to do this, let him place the goat spleen between the bricks of a new house, and let him say this same statement. And if not, let him search for someone who died on Shabbat and let him take the hand of the deceased, and let him place it on his spleen and say: Just as the hand of so-and-so was dried, so too, the spleen of so-and-so, the son of so-and-so, should be dried.

⁷⁶ And if he is not able to do this, let him take a fish and roast it in the house of a blacksmith. And let him eat it with the water from the blacksmith's house in which the red-hot metal is cooled. And let him drink water from the blacksmith's house. The Gemara brings corroborative evidence to this remedy: A certain goat drank water from the blacksmith's house, and when it was slaughtered there was no spleen found inside it.

⁷⁷ And if he is not able to do this, let him open a barrel of wine for his sake, i.e., let him drink a large amount of wine. Rav Aḥa, son of Rava, said to Rav Ashi: If he has a barrel of wine he will not come

before my Master for a remedy, as the wine will already have healed him. Rather, what should he do to maintain his health? Let him become accustomed to eat bread in the morning, because it benefits his entire body.

⁷⁸ As a remedy for hemorrhoids, let him bring acacia [akika], and aloe [ilava], and mercury, and silver dross, and a bundle [ḥumreta] of fragrant herbs [defilon], and feces of pigeons [ḥamimta]. And let him take it in linen bags in the summer, or cotton bags in the winter, and place them on the afflicted area. And if he is not able to do that, let him drink diluted beer.

⁷⁹ For rheumatism [shigrona], let him bring a vessel full of brine from small fish [moninei] and roll it sixty times on this thigh and sixty times on that thigh.

⁸⁰ As a remedy for a bladder stone [litzmireta], let him bring three drops of tar oil, which is oil that emerges from burning wood, three drops from the squeezing [itzra] of leeks, and three drops of clean wine, and place this mixture, for a man on the penis, and for a woman on that place, i.e., her genital area.

⁸¹ And if he is not able to do this, let him bring the ear, i.e., handle, of a wine sac and suspend it, for a man from his penis, and for a woman from her breasts. And if he is not able to do this, let him bring a crimson string spun by a woman suspected of prostitution who is also the daughter of a suspected woman, and let him suspend it, for a man from his penis and for a woman from her breasts.

⁸² And if not, let him bring a louse from a male and a louse from a female, and suspend it, for a man from his penis, and for a woman on that place, i.e., her genital area. And when he urinates let him urinate on a dry branch [sisna] by the door pivot. And let him examine the bladder stone that comes out of him with the urine, as it is effective as a remedy for any illness accompanied by a fever [tzimra] if he grinds it and uses it.

⁸³ As a remedy for an external fever, let him bring three se'a of date pits [suflei], and three se'a [gerivei] of leaves of an eder tree. Let him cook each one individually and sit between them. And let him place them in two basins, and bring a table and place it over him. And let him stand up from over this basin and sit over this basin, and then let him stand up from over this basin and sit over this basin, until the heat rises on him and he becomes very hot. And let him wash from the water of both basins, and when he drinks, let him drink from the basin containing the eder water. But do not let him drink from the basin containing the date water, because it causes infertility.

⁸⁴ As a remedy for an internal fever, let him bring seven handfuls of beet leaves from seven furrows. And let him cook them with their dirt and eat them. And let him drink from eder leaves mixed with beer or

⁸⁵ grapes grown by trellising the vine on a palm tree soaked in water.

⁸⁶ As a remedy for lichen planus [ḥazazita] on one's skin, let him bring seven large wheat kernels [arzanayata] and let him roast them over a fire on the blade of a new hoe. And let him extract oil from the wheat and rub it into his skin. It is told: Rav Shimi bar Ashi used this remedy for a certain gentile who had something else, i.e., leprosy, and he was healed.

⁸⁷ Shmuel said: One who is struck with Persian spears [alunkei] will not live long afterward, as he will certainly die from this wound. In the meantime, they should force-feed him fatty meat that was roasted over coals, and undiluted wine. If they do this, it is possible that he will live for a little bit longer and have time to instruct his household with regard to what they should do after his death.

⁸⁸ Similarly, Rav Idi bar Avin said: One who swallowed a hornet will not live. In the meantime they should give him a quarter-log of sharp [shamzag] vinegar to drink. If they do this, it is possible that he will live for a little bit longer and have time to instruct his household with regard to what they should do after his death.

⁸⁹ § Rabbi Yehoshua ben Levi says: If one ate ox meat with a turnip, and slept by the light of the moon on the night of the fourteenth or the fifteenth of the month in the season of Tammuz, i.e., summer, he will be afflicted with aḥilu, a severe fever.

⁹⁰ A Sage taught: And one who fills his stomach with anything, meaning that he eats too much, will be afflicted with aḥilu. Rav Pappa said: Even if he fills his stomach with dates. The Gemara asks: Isn't this obvious, as Rabbi Yehoshua ben Levi explicitly mentioned if one fills his stomach with anything. The Gemara answers: It might enter your mind to say that since the Master said the following in praise of dates: Dates satisfy the body, warm it up, act as a laxative, strengthen the body, and do not spoil it, one might say that as dates are beneficial, he would not be harmed by eating too many. Nevertheless, it teaches us that they can also cause harm when eaten in excess.

⁹¹ The Gemara asks: What is the affliction aḥilu mentioned here? Rabbi Elazar says: A fire of the bones. The Gemara asks: What is a fire of the bones? Abaye said: This is what is called esh garmeī in Aramaic.

⁹² What is its remedy? Abaye said: My mother told me that any drink consumed for medicinal purposes should be taken for either three or seven or twelve days, depending on what is necessary for that specific ailment. And if this is taken to treat aḥilu then he must drink it until he is healed.

⁹³ Any drink consumed for medicinal purposes should be consumed with an empty heart, i.e., without eating first. And for this disease of aḥilu he consumes the medicine after he eats and drinks and enters the bathroom, and exits and washes his hands, and they bring him a fistful of shetita, a type of food made from lentils, and a fistful of aged wine. And let him mix them together and let him eat this mixture. And let him wrap himself with his sheet and sleep. And let there be no one who will awaken him until he awakens on his own. And when he awakens let him remove the sheet from himself. And if he does not do this then the illness will return to him.

⁹⁴ § Elijah the prophet said to Rabbi Natan: Eat a third of your fill, and drink a third of your fill, and leave a third of your fill, so that when you become angry you will become full. If you do this, there will be room, as it were, for the anger. If you become angry when your stomach is full you will be harmed.

⁹⁵ Rabbi Ḥiyya teaches: One who does not want to come to a situation whereby he contracts intestinal disease should become accustomed to dipping his food in wine or vinegar, both in the summer and in the winter. He also teaches: You should remove your hand, i.e., stop eating, from a meal that you enjoy so that you do not overeat. And do not delay yourself at the time when it is necessary to relieve yourself.

⁹⁶ Mar Ukva said: This one who drinks inferior white wine [tilya] will be afflicted with weakness [vitak]. Rav Ḥisda said: There are sixty types of wine. The best of them all is red, fragrant wine. The worst of them all is inferior white wine.

⁹⁷ Rav Yehuda said: This one who sits near the fire during the mornings in the month of Nisan and rubs himself with oil and then goes out and sits in the sun will be afflicted with weakness.

⁹⁸ The Sages taught: One who let blood and afterward engaged in sexual intercourse has weak children conceived from those acts of intercourse. If both of them, husband and wife, let blood and engaged in sexual intercourse they will have children afflicted with a disease known as ra'atan. Rav Pappa said: We said this only if he did not taste anything after letting blood. But if he tasted something then we have no problem with it.

⁹⁹ Rabba bar Rav Huna says: One who came back from traveling on the road and engaged in sexual intercourse immediately has weak children conceived from those acts of intercourse. The Sages taught: With regard to one who comes in from the bathroom, he should not engage in sexual intercourse until he waits the measure of time it takes to walk half a mil because the demon of the bathroom accompanies him. And if he engaged in sexual intercourse without waiting this measure of time, he has children who are epileptic.

¹⁰⁰ The Sages taught: One who engages in sexual intercourse while standing will be afflicted by spasms. One who engages in sexual intercourse while sitting will be afflicted with dalarya. If she, the woman, is above and he, the husband, is below during sexual intercourse, then he will be afflicted with dalarya.

¹⁰¹ The Gemara asks: What is dalarya? Rabbi Yehoshua ben Levi said: The remedy for dalarya is dardara. The Gemara asks: What is dardara? Abaye said: Saffron of thorns. Rav Pappa would chew [aleis] and swallow this remedy. Rav Pappi would chew and spit it out.

¹⁰² Abaye says: As a remedy for one who is not an expert, i.e., does not have strength, in the way of the world, i.e., in sexual intercourse, let him bring three vessels [kefize], each containing three-quarters of a log of safflower thorns. And let him grind them, and boil them in wine, and drink the mixture. Rabbi Yoḥanan says: These are the remedies that return me to my youth with regard to sexual intercourse.

¹⁰³ § Three things diminish a person's strength, and they are: Fear, traveling on the road, and sin. The Gemara explains: Fear, as it is written: "My heart flutters, my strength fails me" (Psalms 38:11). Traveling on the road, as it is written: "He has weakened my strength on the road" (Psalms 102:24). Sin, as it is written: "My strength fails because of my sin" (Psalms 31:11).

¹⁰⁴ Three things break a person's body, and they are: If he ate while standing, if he drank while standing, and if he engaged in sexual intercourse while standing.

¹⁰⁵ There are five actions that bring one closer to death than to life, and they are: If he ate and stood up immediately, if he drank and stood up immediately, if he let blood and stood up immediately, if he slept and stood up immediately, and if he engaged in sexual intercourse and stood up immediately.

¹⁰⁶ With regard to one who performs the following acts, if he performs the six of them consecutively he dies immediately, and they are: If one came back from a journey on the road and was exhausted, let blood, and entered the bathhouse, and drank and became intoxicated, and slept on the ground, and engaged in sexual intercourse, then he will die. Rabbi Yoḥanan says: But he will die for certain only in the case where he performs them in this order.

¹⁰⁷ Abaye said: If he performs these actions in this order he will die. But if he performs them out of order he will become weak. The Gemara asks: Is that so? But didn't a woman named Me'oret make her slave perform three of these actions and he died as a result? The Gemara answers: That slave was

weak, which is why he died. But an ordinary individual would die only upon performing all of these acts in the previously mentioned order.

¹⁰⁸ Eight actions are difficult for the body and the soul to handle in large amounts and are beneficial in small amounts, and they are: Traveling on the road, engaging in the way of the world, i.e., engaging in sexual intercourse, having wealth, work, drinking wine, sleep, hot water, and bloodletting.

¹⁰⁹ Eight actions or illnesses decrease the semen, and they are: Salt, hunger, a skin disease called netek, crying, sleeping on the ground, the melilot plant, and dodder eaten not in its time, i.e., before it is ripe. And bloodletting performed below, on the lower portion of the body, causes twice as much harm as the other actions mentioned.

¹¹⁰ The Sage taught: Just as bloodletting below causes twice as much harm, so too, bloodletting above, on the upper portion of the body, is twice as effective. Rav Pappa said:

¹¹¹ When the Gemara mentioned letting blood from below it meant below the testicles, and when it mentioned letting blood from above it meant above the testicles.

¹¹² It was taught: And dodder eaten not in its time, before it is ripe, causes harm. The Gemara explains: A Sage taught: Just as eating dodder not in its time is harmful to the body, so too, eating it in its time, when it is ripe, is good for the body. Rav Pappa said: Its time is Tammuz, in the summer, and not in its time is Tevet, in the winter. And during the days of Nisan, spring, and the days of Tishrei, autumn, they neither help nor harm.

¹¹³ § The Gemara returns to its discussion of the halakhot mentioned in the mishna. The mishna teaches: If he said: Write a bill of divorce for my wife, when he was lucid, and was then afflicted with temporary insanity and he retracted his previous statement and said: Do not write it, his latter statement is considered to be nothing, i.e., it is not halakhically valid. The Gemara comments on this that Rabbi Shimon ben Lakish says: In that case the court writes and gives the bill of divorce immediately, because even though he is insane, the court does not wait for him to return to his senses. And Rabbi Yoḥanan says: They write this bill of divorce based on his instructions only once he is healed and returns to a sound state of mind.

¹¹⁴ The Gemara elaborates: What is the reason for the opinion of Reish Lakish? As it teaches in the mishna: His final statement is considered to be nothing, which indicates that his initial statement stands and the court should act in accordance with his instructions. By contrast, Rabbi Yoḥanan could have said to you as follows: When the mishna said that his final statement is considered to be nothing it means that when his mind becomes lucid it is not necessary for the court to return and confirm his instructions; rather, they rely on his statement. But the court actually writes the bill of divorce only once he is healed.

¹¹⁵ The Gemara asks: With regard to what principle do Reish Lakish and Rabbi Yoḥanan disagree? Reish Lakish compares one afflicted with temporary insanity to one who is sleeping. If one said to write a bill of divorce and went to sleep then the court may write it without waiting for him to awaken. And Rabbi Yoḥanan compares him to an imbecile: When he is afflicted with temporary insanity he is not of sound mind and is therefore unfit to give a bill of divorce.

¹¹⁶ The Gemara asks: And Rabbi Yoḥanan also could compare him to one who is sleeping, so why does he not do so? The Gemara answers: One who is sleeping is not lacking an action, meaning that

no action is needed in order to awaken him, and he can awaken on his own. This one, who is afflicted with temporary insanity, is lacking an action by not taking the remedy mentioned earlier.

¹¹⁷ The Gemara asks: And Reish Lakish could also compare him to an imbecile, so why does he not do so? The Gemara answers: There is a difference, as there is no remedy in our possession that can cure an imbecile. And since there is no remedy, a bill of divorce may not be written on his behalf. By contrast, for this one, who is afflicted with temporary insanity, there is a remedy in our possession. As the Gemara explained (67b): The remedy for this disease is for the afflicted person to eat lean red meat roasted over coals and drink wine that has been diluted with a large amount of water.

¹¹⁸ The Gemara asks: But did Rabbi Yoḥanan actually say this, that the court must wait for him to regain his mental capabilities? But didn't Rav Yehuda say that Shmuel says: If one was attacked by another who slit his throat and severed the two pipes, his trachea and esophagus, or the majority of the two pipes, and the dying man signaled and thereby stated through his gestures: Write a bill of divorce for my wife, then those present should write and give a bill of divorce to his wife?

¹¹⁹ And it was similarly taught in a baraita: If they saw a man whose limbs had been severed or crucified on a cross, and he signaled and thereby stated: Write a bill of divorce for my wife, then those present should write and give the document to his wife. This teaches that it is permitted to write a bill of divorce even on behalf of one who cannot be cured and will certainly die. If so, why does Rabbi Yoḥanan claim that a bill of divorce may be written for someone afflicted with temporary insanity only once he has been cured?

¹²⁰ The Gemara rejects this: How can these cases be compared? There, after his throat was slit or he was crucified, his mind is lucid, but he has begun to feel weakness and will die very soon. Consequently, he cannot speak, but his intellectual capabilities are assumed to be intact. But here, in the case of one afflicted with temporary insanity, his mind is confused, and he is not lucid enough to act with intent.

¹²¹ The Gemara asks: But did Shmuel actually say this, that someone whose throat has been slit is treated as though he is alive, and he can give a bill of divorce? But didn't Rav Yehuda say that Shmuel says: If someone slit the two pipes in his throat or the majority of the two pipes and the victim fled without the witnesses seeing what ultimately happened to him, then they may testify with regard to him that he is dead? And if it enters your mind to say that one whose throat has been slit is alive and able to instruct others to write a bill of divorce for his wife, then why can witnesses testify with regard to him that he is dead?

¹²² The Gemara says in response to this that he is currently alive and on account of this he can give a bill of divorce to his wife, but ultimately he will certainly die within a short period of time. Consequently, it is possible to testify with certainty that he died later on.

¹²³ The Gemara asks: If that is so, that he is assumed to have ultimately died, then the one who slit his throat should be exiled on his account if he did so unintentionally. Exile is the punishment for unintentionally killing another. If so, why is it taught in a baraita: If he unintentionally slit the two pipes in his throat or the majority of the two, for example if one dropped a knife and accidentally cut another's trachea and esophagus, then this one is not exiled?

¹²⁴ The Gemara answers: Wasn't it stated with regard to that baraita that Rabbi Hoshaya says: We are concerned that perhaps the wind made him senseless, and it was not only the one who dropped the

knife who caused this man's death, but also the wind or some other factor. One who only partially causes the death of another is not exiled. Or also perhaps he, the one who had his throat slit, brought his death closer through his convulsions and his death throes.

¹²⁵ What is the difference between the first and second explanations with regard to why the killer is not exiled? The difference between them is if he slit his throat in a marble house and the victim convulsed. In such a case the death cannot be attributed to the wind, so according to the first explanation the killer would be exiled. Rather, his death can be attributed to his convulsions, so according to the latter explanation the killer would not be exiled. Alternatively, he slit his throat outside and the victim did not convulse. In such a case the death can be attributed to the wind, so according to the first explanation the killer would not be exiled. Since it cannot be attributed to his convulsions, according to the latter explanation the killer would be exiled.

¹²⁶ § The mishna teaches: In a case where the husband became mute, and the members of the court said to him: Shall we will write a bill of divorce for your wife? And he nodded his head as a signal, and then the court checked his intent three times with different questions; if he said no, shaking his head to questions to which he should have answered no, and yes to questions to which he should have answered yes, this demonstrates that he understands the questions and his intent is clear. The Gemara asks: But let there be a concern that perhaps the involuntary movement of: No, no, took hold of him, and he continuously nods his head as if he were signaling no, even though he does not intend it? Alternatively, perhaps the involuntary movement of: Yes, yes, took hold of him?

¹²⁷ Rav Yosef bar Minyumi says that Rav Nahman says: The meaning of the mishna is that we, the court, say alternating questions to him, switching between asking him questions to which he must answer yes and questions to which he must answer no.

¹²⁸ The Gemara asks: But let there be a concern that perhaps alternating involuntary movements took hold of him, such that he switches between nodding his head yes and nodding his head no. The Gemara answers: The meaning of the mishna is that we, the court, say to him questions to which he must answer no once and yes twice, and twice no and one time yes. If he nevertheless answers each question correctly there is no concern that his movements were involuntary.

¹²⁹ The school of Rabbi Yishmael taught: The court says to him questions concerning matters of the summer in the rainy season, and concerning matters of the rainy season in the summer, in order to check if he is answering coherently.

¹³⁰ The Gemara asks: What are these matters that the court asks him? If we say that the court asks him if he wants a warm coat in the summer or a thin sheet in the rainy season, and he answers that he does, this cannot serve as proof of his intellectual capabilities, as the following is possible: Let there be a concern that perhaps he has the chills even though it is the summer and needs a warm coat. Alternatively, that the heat afflicted him during the rainy season and he requires a thin sheet, in which case his response does not demonstrate a lack of comprehension.

¹³¹ Rather, it means that the court asks him questions with regard to produce that is not found during that season.

¹³² Rav Kahana says that Rav says: With regard to a deaf-mute who can express himself through writing, the judges of the court may write and give a bill of divorce to his wife based on his written instructions. Rav Yosef said: What is he teaching us? We already learned in the mishna: In a case

where the husband became mute, and the members of the court said to him: Shall we write a bill of divorce for your wife, and he nodded his head indicating his agreement, they examine him with various questions three times. If he responded to questions that have a negative answer: No, and responded to questions that have a positive answer: Yes, indicating his competence, they shall write the bill of divorce and give it to his wife based on the nod of his head.

¹³³ Rabbi Zeira said to him: A mute, you say? Is your challenge based on the mishna which discusses one who is mute? A mute is different because it is clear that his mind is intact. As it is taught in a baraita (Tosefta, Terumot 1:2): With regard to one who speaks but cannot hear, this individual is categorized as a deaf person. With regard to one who hears but cannot speak, this individual is categorized as a mute person, and both this one and that one are considered to be like halakhically competent people with regard to all their matters. Rav Kahana stated his ruling with regard to one who can neither hear nor speak. This goes beyond the halakha of the mishna, as Rav Kahana says that the written statement of a deaf-mute is an indication of his mental competence.

¹³⁴ The Gemara asks: And from where do we learn that one who speaks but cannot hear, this individual is categorized as a deaf person, and that with regard to one who hears but cannot speak, this individual is categorized as a mute person? As it is written: “And I am like a deaf man, I do not hear, and like the mute man who will not open his mouth” (Psalms 38:14). And if you wish, say as people say: The word for a mute [ilem] is a contraction of the expression his speech has been taken [ishtakil millulei].

¹³⁵ Rabbi Zeira said: If Rav Kahana’s statement is difficult for me, this is difficult for me, as it is taught in a baraita with regard to the punishment of one who was called to testify and failed to do so: “If he does not utter his testimony then he shall bear his iniquity” (Leviticus 5:1). The Sages derive from this that the verse serves to exclude a mute who is unable to utter his testimony, and he is exempt from bringing the offering of one who refuses to testify. And it is possible to raise the following question: Why is he exempt from bringing the offering; but he is able to utter his testimony through writing? Apparently, written testimony is not valid testimony.

¹³⁶ Abaye said to him: You say testimony? Testimony is different, as the Merciful One states: “From their mouths” (Deuteronomy 17:6), which emphasizes that testimony must come from the witnesses’ mouths and not from their writing.

¹³⁷ The Gemara raises an objection to this based on that which is taught in a baraita (Tosefta 7:1): Just as the judges of the court investigate him, one who lost his ability to speak, with regard to bills of divorce, so too, the judges investigate him with regard to business transactions, testimonies, and inheritances. In any event it teaches: Testimonies, which proves that even one unable to speak can give testimony.

¹³⁸ Rav Yosef bar Minyumi said that Rav Sheshet said: This is not referring to testimony in general. Rather, it is referring to testimony with regard to a woman whose husband died, as the Sages were lenient with her and allowed testimony that would normally not be accepted, in order to permit her to remarry.

¹³⁹ The Gemara challenges: But isn’t it also taught: Inheritances. This seems to be referring to monetary matters, where proper testimony is required. Rabbi Abbahu said: The baraita is referring to the inheritance of his own firstborn son, meaning that he is not testifying about other people’s property but testifying which one of his sons is the firstborn. Since this testimony is merely

considered to be a division of the property that belongs to him, the testimony of one who is unable to speak is valid.

¹⁴⁰ The Gemara continues to challenge: In any event it teaches in the baraita: With regard to business transactions, what, does it not mean that a mute may testify with regard to business transactions for everyone else? The Gemara answers: No, he may testify for himself only. The baraita is saying that when a mute conducts business the court must first check if he is mentally capable.

¹⁴¹ The Gemara raises an objection from a baraita: With regard to a deaf-mute, the judges of the court follow his signals, and follow the movement of his lips, and follow his handwriting only for matters of buying and selling movable property but not for bills of divorce. This appears to contradict Rav Kahana's statement that it is permitted for a deaf-mute husband to give written instructions to divorce his wife.

¹⁴² The Gemara answers: It is a dispute between tanna'im, as it is taught in a baraita (Tosefta, Terumot 1:1) that Rabban Shimon ben Gamliel said: In what case is this statement that the court may not rely on the written testimony of a deaf-mute with regard to a bill of divorce said? Only in the case of a deaf-mute who was deaf from the outset, i.e., from birth. But if he had been halakhically competent, i.e., he could previously hear, but became a deaf-mute later, then he may write instructions to give his wife a bill of divorce and they, the witnesses, should sign, in accordance with the opinion of Rav Kahana.

¹⁴³ The Gemara asks: And one who is a deaf-mute from the outset cannot give written instructions with regard to a bill of divorce? Isn't it true that just as he marries her with intimation, i.e., without speaking, so too, he divorces her with intimation.

¹⁴⁴ The Gemara answers: If the baraita is referring to his wife, indeed this would be the case and he could divorce her through intimations, because such a marriage is not a fully valid marriage by Torah law. But with what are we dealing here? With his yevama, his sister-in-law whose husband, his brother, died childless to whom he performed levirate marriage, and whom he subsequently wishes to divorce. This marriage is a fully valid marriage.

¹⁴⁵ The Gemara asks: His yevama from whom? If we say that she fell to him from his brother who was also a deaf-mute, then just as her marriage to the brother was through intimation, so too, her divorce from the yavam can be through intimation. Rather, it must be that she fell to him from his halakhically competent brother. Consequently, the bond of the levirate marriage is by Torah law, whereas the deaf-mute man's intimations that he desires to divorce her are valid only by rabbinic law.

¹⁴⁶ And if you wish, say instead: Actually, explain that she fell to him from his deaf-mute brother, and the Sages instituted a rabbinic decree with regard to a woman bound in a levirate marriage from his deaf-mute brother due to the death of his halakhically competent brother.

¹⁴⁷ The Gemara challenges: If so, and the Sages made such a decree with regard to a case where a deaf-mute brother died due to the case where a brother who is halakhically competent died, then with regard to his own wife as well, they should have made a decree that a deaf-mute husband cannot divorce her with a bill of divorce if he married her as a deaf-mute. The Gemara answers: His yevama who was married to his halakhically competent brother might be confused with his yevama who was married to his deaf-mute brother. But people would not confuse his own wife with his yevama. Therefore, there was no need to institute such a decree.

¹⁴⁸ The Gemara asks: And do we, the Sages, decree with regard to his deaf-mute brother due to confusion between him and his halakhically competent brother?

¹⁴⁹ But didn't we learn in a mishna (Yevamot 112b): In a case where there were two deaf-mute brothers, whose marriage is valid by rabbinic law, married to two halakhically competent sisters, or to two deaf-mute sisters, or to two sisters, one of whom was halakhically competent and one of whom was a deaf-mute; and similarly, if there were two deaf-mute sisters, whose marriage is valid by rabbinic law, married to two halakhically competent brothers, or to two deaf-mute brothers, or to two brothers, one of whom was halakhically competent and one of whom was a deaf-mute; and in each case one brother dies without children, then all these women are exempt from ḥalitza and from levirate marriage. Each sister is exempt, as she is the sister of the wife of the yavam.

¹⁵⁰ And if they were unrelated women the men may marry them in levirate marriage, and if they wanted to divorce them later via a bill of divorce they may divorce them. Since this is stated as a general halakha it indicates that the deaf-mute brother can also give a bill of divorce to his yevama who was previously married to his deaf-mute brother, and the Sages did not institute a decree in order not to create confusion with the similar case of a deceased halakhically competent brother.

¹⁵¹ Rather, it is clear as we initially answered, that it is referring to a yevama, previously married to a halakhically competent brother, who fell before a yavam who was a deaf-mute from birth. The alternative answer given on the previous amud is rejected.

¹⁵² Rabbi Yoḥanan says: The colleagues of Rabban Shimon ben Gamliel disagree with him, and hold that written instructions from a deaf-mute have no halakhic validity.

¹⁵³ Abaye said that we, too, learn in the mishna (Yevamot 112b) that non-verbal instructions are insufficient to initiate a divorce even for one who was born with the ability to hear and subsequently became a deaf-mute: If a woman became an imbecile after her wedding the Sages instituted that the husband must not divorce her. If the husband became a deaf-mute or an imbecile he can never divorce her, as he does not have the legal competence to grant a bill of divorce. Abaye explains: What is the reason that the mishna emphasizes that he can never divorce her? Isn't this teaching that even though he can communicate through writing, he is unable to divorce her?

¹⁵⁴ Rav Pappa said: If not for the fact that Rabbi Yoḥanan teaches us that there is a dispute between Rabban Shimon ben Gamliel and the Rabbis, then I would say that Rabban Shimon ben Gamliel comes only to explain the reason of the first tanna, not to disagree with him. If that were so, all agree that one who was born with the ability to hear and subsequently became a deaf-mute can issue written instructions to write and give a bill of divorce for his wife. And according to this explanation, what is the meaning of the word never? It is not referring to issuing written instructions. It means that even though I see that he is sharp by means of examining his gestures, these indications are not sufficient to warrant the giving of a bill of divorce. Despite this, if he were to issue written instructions to divorce his wife, they would be followed.

¹⁵⁵ Alternatively, the mishna emphasized that the only situation where the husband can never divorce his wife is where her husband became a deaf-mute or an imbecile, but not if the husband remained healthy and the wife became a deaf-mute or imbecile, in accordance with the opinion of Rabbi Yitzḥak, as Rabbi Yitzḥak says: By Torah law a woman who is an imbecile may be divorced even though she is unable to give her consent, just as it is permitted to divorce a halakhically competent woman against her will.

¹⁵⁶ And what is the reason that the Rabbis said she may not be divorced? So that she will not be treated as ownerless property. If she has no husband to protect her, and she is unable to protect herself, she may be treated as ownerless property by anyone who wishes to engage in sexual intercourse with her. By contrast, if the husband is a deaf-mute or an imbecile then he cannot divorce her by Torah law. This is why the mishna stresses only that the husband may never divorce his wife in the case where he becomes halakhically incompetent, but not when it is the wife who becomes a deaf-mute or an imbecile, in order to demonstrate the difference between the two cases in terms of Torah law.

¹⁵⁷ MISHNA: If people said to the husband: Shall we write a bill of divorce for your wife? And he said to them: Write the document, and those people told the scribe to write it, and he wrote it and instructed the witnesses to sign it, and they signed it; even if they wrote it, and signed it, and gave it to him, and he then gave it to his wife, the bill of divorce is void unless he himself says to the scribe: Write the document, and he himself says to the witnesses: Sign the document.

¹⁵⁸ GEMARA: The Gemara infers from the mishna: The reason that the bill of divorce is void is because he told the people only to write the document, but he did not say: Give a bill of divorce to my wife. But if he said to them: Give a bill of divorce to my wife, and they told the scribe to write the document and the witnesses to sign it, those people give the document to his wife and it is valid. In accordance with whose opinion is this statement? It is in accordance with the opinion of Rabbi Meir, who says: Verbal directives can be delegated to an agent. Everyone agrees that an agent can be appointed to perform an action on behalf of another, but Rabbi Meir holds that an agent can be appointed to give instructions to others on behalf of another.

¹⁵⁹ The Gemara comments: Say the latter clause of the mishna: The bill of divorce is void unless he himself says to the scribe: Write the document, and he himself says to the witnesses: Sign the document. In the latter clause of the mishna, we arrive at the opinion of Rabbi Yosei, who said: Verbal directives cannot be delegated to an agent.

¹⁶⁰ The Gemara asks: Is that to say that the first clause of the mishna is in accordance with the opinion of Rabbi Meir and the latter clause is in accordance with the opinion of Rabbi Yosei? The Gemara answers: Yes, the first clause is in accordance with the opinion of Rabbi Meir and the latter clause is in accordance with the opinion of Rabbi Yosei. Although unusual, it is possible for a single mishna to represent two contrary opinions.

¹⁶¹ Abaye said: Actually, the mishna in its entirety is in accordance with the opinion of Rabbi Meir. And with what are we dealing here? With a situation whereby the husband did not say: Give the bill of divorce to my wife, but said only to write it. In that case he must instruct the scribe and the witnesses directly. If he issued instructions to give the bill of divorce, it would also have been effective. The Gemara asks: If so, the mishna should have said: The bill of divorce is void unless he says: Give the bill of divorce to my wife.

¹⁶² Rather, with what are we dealing here? With a situation whereby the husband did not say his instructions to three people, who constitute a court with the authority to appoint others to write a bill of divorce. Rather, he instructed two people, who do not constitute a court, and therefore do not have the authority to appoint others to write a bill of divorce, even if the husband told them to give the bill of divorce to his wife. Witnesses may only write and give the document themselves. The Gemara challenges: If so, the mishna should have said: Unless he says his instructions to three people.

¹⁶³ Rather, the mishna in its entirety is in accordance with the opinion of Rabbi Yosei, and with what are we dealing here? With a situation whereby the husband did not explicitly say to his agents: Say my instructions to the scribe to write the document.

¹⁶⁴ The Gemara challenges: If so, the expression: Until he says to the scribe, is imprecise. Rather, the mishna should have said: Until the husband instructs the agents to tell.

¹⁶⁵ And does Rabbi Yosei concede in the case of one who says: Tell another to write it? But didn't we learn in a mishna (87b): If a bill of divorce has the writing of a scribe, and the scribe identifies his handwriting, and one witness verifies his signature, it is valid as though two witnesses testified to ratify their signatures. And Rabbi Yirmeya said: We learned in the mishna that this is the halakha with regard to the scribe's signature and not the scribe's writing. And Rav Hisda said: Whose opinion is expressed in the mishna?

¹⁶⁶ It is the opinion of Rabbi Yosei, who says: Verbal directives cannot be delegated to an agent, and there is no concern that the scribe signed the document without the husband instructing him to do so.

¹⁶⁷ And if it enters your mind to say that Rabbi Yosei concedes in the case of one who says: Tell another to write it, a pitfall will result from it. As sometimes, it happens that one said to two people: Tell a scribe and he will write the document and tell so-and-so and so-and-so and they will sign it. And due to the shame of the scribe, who asks: Don't you consider me a sufficiently upright person to sign the document as a witness, the agents are concerned to avoid that disgrace and they will have one of those witnesses and the scribe sign together with him, and the husband did not say to do so. This bill of divorce is invalid because it was signed contrary to the husband's instructions, and the agents will mistakenly think it is valid.

¹⁶⁸ The reason that this is not a concern must be because Rabbi Yosei holds that even if the husband says to the agents: Tell the scribe to write, the bill of divorce is not valid. Rather, it is clear that the first clause of the mishna is in accordance with the opinion of Rabbi Meir and the latter clause is in accordance with the opinion of Rabbi Yosei.

¹⁶⁹ Rav Ashi said an alternative explanation of the attribution of the mishna: The mishna in its entirety is in accordance with the opinion of Rabbi Yosei, who said that verbal directives cannot be delegated to an agent, and it is speaking utilizing the style of: It is not necessary, as follows: It is not necessary to state that the bill of divorce is not valid in a case where he did not say to the agents: Give the document to my wife; rather, even if he said to the agents: Give the bill of divorce to my wife, the document is not valid. And it is not necessary to state the halakha in a case where the husband did not say his instructions to three people; rather, even if he said his instructions to three people, no, the bill of divorce is not valid. And it is not necessary to state the halakha in a case where the husband did not say to the agents: Say my instructions to a scribe, but even if he said: Say my instructions to a scribe, the bill of divorce is also not valid.

¹⁷⁰ The Gemara notes: It is taught in a baraita (Tosefta 2:7–8) in accordance with the opinion of Rav Ashi that Rabbi Yosei invalidated the bill of divorce even if the husband said: Tell my instructions to a scribe, as it is taught: If the scribe wrote the bill of divorce for her sake and the witnesses signed it for her sake then even though they wrote it, and they signed it, and they gave it to the husband and he gave it to his wife, the bill of divorce is void until they hear the husband's voice when he says to the scribe: Write the document for the sake of my wife, and to the witnesses: Sign the document for the sake of my wife.

¹⁷¹ The inference from the baraita is that it uses the term: Until they hear, serves to exclude the opinion of the one who said: Rabbi Yosei concedes in a case where the husband says: Say my instructions to the scribe; because the scribe and the witnesses must hear the husband themselves. Furthermore, the baraita uses the term: His voice, to exclude that which Rav Kahana says that Rav says, that a husband may issue written instructions to the scribe and witnesses. According to the baraita the instructions must be verbal.

¹⁷² MISHNA: If one says to his wife: This is your bill of divorce if I die, or: This is your bill of divorce if I die from this illness, or: This is your bill of divorce after my death, then it is as if he said nothing, since a bill of divorce is valid only if it takes effect before the husband's death. But if the husband said to his wife: This is your bill of divorce from today if I die, or: This is your bill of divorce from now if I die, then this is a valid bill of divorce, because once he dies, the bill of divorce retroactively applies from when he made this statement.

¹⁷³ If the husband says to his wife: This is your bill of divorce from today and after my death, then it is uncertain whether his primary intention was for the bill of divorce to take effect that day, in which case it is a valid bill of divorce, or if his primary intention was that it should take effect after his death and is therefore not valid. The halakha is that there is uncertainty whether it is a valid bill of divorce or not a valid bill of divorce. And if he dies without children his wife must perform ḥalitza, since perhaps the bill of divorce is not valid and she is bound by the levirate bond and may not remarry without first performing ḥalitza. But she may not enter into levirate marriage, since perhaps the bill of divorce is valid, and it is prohibited for a divorcée to marry her brother-in-law.

¹⁷⁴ If he said: This is your bill of divorce from today if I die from this illness, and he recovered, and he arose and walked in the market, but then became ill again and died, the court assesses him. If he died because of the first illness then this is a valid bill of divorce, as his conditional statement was fulfilled, but if not, i.e., if he was cured from the first illness and died from another illness, then it is not a valid bill of divorce.

¹⁷⁵ GEMARA: The mishna teaches: If one says to his wife: This is your bill of divorce if I die, then it is as if he said nothing. The Gemara deduces: Apparently, the formulation: If I die, is considered to be like the formulation: The bill of divorce will be valid only after my death. And afterward the mishna teaches: If he said: This is your bill of divorce from today if I die, or: This is your bill of divorce from now if I die, then this is a valid bill of divorce. Apparently, the formulation: If I die, is not considered to be like the formulation: The bill of divorce will be valid only after my death. As explained previously in the mishna, a bill of divorce which takes effect only after the husband's death is not a valid bill of divorce. There is an apparent contradiction as to the meaning of the term: If I die.

¹⁷⁶ Abaye said: The expression: If I die, indicates two different meanings. It indicates the same meaning as one who says: From now, i.e., that the bill of divorce will take effect after death retroactively from now. And it indicates the same meaning as one who says: After my death, i.e., that the bill of divorce will take effect only after his death.

¹⁷⁷ If the husband said to his wife: From today if I die, it is considered to be like one who says to her: From now, conditional upon my death. But if he did not say to her: From today, it is considered to be like one who says to her: After my death, and the bill of divorce is void because it takes effect only after his death.

¹⁷⁸ § The mishna teaches that if one says to his wife: This is your bill of divorce if I die, then it is as if he said nothing. Rav Huna says: But if her husband died without children this woman must perform ḥalitza and not enter into a levirate marriage because perhaps it is a valid bill of divorce.

¹⁷⁹ The Gemara raises a challenge: But isn't the expression: It is as if he said nothing, taught in the mishna? The Gemara answers: The mishna means that it is as if he said nothing with regard to the fact that she is still forbidden to everyone after the death of her husband, and is bound by a levirate bond. And she is also forbidden to the yavam because perhaps the bill of divorce was valid, in which case she has no levirate bond.

¹⁸⁰ The Gemara raises a challenge: But since the latter clause of the mishna teaches that in those cases of uncertainty she must perform ḥalitza, by inference it appears that in the cases of the first clause she may also enter into levirate marriage, indicating that in those cases the bill of divorce is definitely not valid. The Gemara answers: This is not a challenge to Rav Huna's opinion, as the mishna is in accordance with the opinion of the Rabbis that this kind of conditional bill of divorce is invalid and she may enter into levirate marriage.

¹⁸¹ But Rav Huna was not explaining the words of the mishna; the statement that he said is in accordance with the opinion of Rabbi Yosei, who says as a principle: The date written in a document proves when it takes effect. Therefore, since the bill of divorce bears that day's date, it takes effect immediately, even though it is not stated explicitly.

¹⁸² The Gemara challenges: If Rav Huna's statement is in accordance with the opinion of Rabbi Yosei then the woman should also not require ḥalitza, as in his opinion the bill of divorce is entirely valid and there is no levirate bond at all. And if you would say that Rav Huna is uncertain if the halakha is in accordance with the opinion of Rabbi Yosei or if the halakha is not in accordance with the opinion of Rabbi Yosei, and on account of this he was stringent in accordance with both opinions, i.e., the one which requires ḥalitza and the one which forbids levirate marriage, this also presents a difficulty. But is Rav Huna in fact uncertain?

¹⁸³ But when Rabba bar Avuh was ill Rav Huna and Rav Naḥman entered to visit him. Rav Huna said to Rav Naḥman: Ask of him, Rabba bar Avuh: Is the halakha in accordance with the opinion of Rabbi Yosei or is the halakha not in accordance with his opinion? Rav Naḥman said to Rav Huna: I do not know the reason for the opinion held by Rabbi Yosei, and you ask me to ask Rabba bar Avuh the halakha? Rav Huna said to Rav Naḥman: You ask him the halakha, and I will tell you the reason for the opinion held by Rabbi Yosei afterward.

¹⁸⁴ Rav Naḥman asked of Rabba bar Avuh what the halakha is. Rabba bar Avuh said to him: So said Rav: The halakha is in accordance with the opinion of Rabbi Yosei. After he left Rav Huna said to Rav Naḥman: This is the reason for the opinion of Rabbi Yosei, as he holds: The date written in a document proves when it takes effect. From this incident it is clear that Rav Huna holds that the halakha is in accordance with Rabbi Yosei, as Rav Huna certainly accepted the opinion that Rabba bar Avuh said in the name of Rav. Rather, it is necessary to say that Rav Huna is uncertain

¹⁸⁵ if Rabbi Yosei says that the date on which a document is written proves when it takes effect even when the husband stated a verbal condition as he handed it over, or if Rabbi Yosei does not say his principle in such a case.

¹⁸⁶ The Gemara asks: But is Rav Huna uncertain with regard to this matter? But didn't we learn in a mishna (76b): If one says to his wife: This is hereby your bill of divorce if I have not come back here from now until the conclusion of twelve months, and he died within twelve months, then it is not a valid bill of divorce because the bill of divorce does not take effect until the end of twelve months, which is after the husband's death? As a result, she is bound by a levirate bond if her husband has no children. And it is taught with regard to that mishna: Our Rabbis disagree, and they rendered it permitted for her to marry, because they are of the opinion that there is no levirate bond in this case.

¹⁸⁷ And we say: Who represents the opinion cited as our Rabbis? Rav Yehuda says that Shmuel says: It is the court that permitted the consumption of oil manufactured by gentiles, and they hold in accordance with the opinion of Rabbi Yosei, who says: The date written in a document proves when it takes effect. Evidently, according to Rabbi Yosei this principle applies even when the husband made a verbal condition with regard to the bill of divorce.

¹⁸⁸ Rather, it is necessary to say as follows: Rav Huna is uncertain if the halakha is in accordance with the opinion of Rabbi Yosei when the husband adds a verbal condition when giving the document, or if the halakha is not in accordance with Rabbi Yosei's opinion in such a case.

¹⁸⁹ The Gemara asks: But is Rav Huna uncertain with regard to this matter? But didn't Rava say: If one says to his wife: This is hereby your bill of divorce if I die, or: "This is your bill of divorce when I am dead, then this is a valid bill of divorce? If he said to her: When I die, or: After my death, then this is not a valid bill of divorce.

¹⁹⁰ The Gemara clarifies: What are the circumstances? If we say that he said to her: This is your bill of divorce from today if I die, and Rava's statement is in accordance with opinion of the Rabbis, which is the unattributed opinion of the mishna, is it necessary that this halakha be said by Rava, an amora? But didn't we learn explicitly in the mishna that if he said: This is your bill of divorce from today if I die, then it is a valid bill of divorce? But rather, is it not speaking about a case where he did not say the term: From today, when he gave the bill of divorce, and Rava's statement is in accordance with the opinion of Rabbi Yosei? Conclude from it that the halakha is in accordance with the opinion of Rabbi Yosei.

¹⁹¹ The Gemara answers: It is obvious to Rava that the halakha is in accordance with the opinion of Rabbi Yosei even when the husband added a verbal condition. But according to Rav Huna, it is uncertain whether or not this is the halakha.

¹⁹² And if you wish, say instead: Actually, Rava's statement is referring to a case where he said to her: This is your bill of divorce from today, and it is in accordance with opinion of the Rabbis. And it was necessary for Rava to state his ruling to teach the halakha of these expressions not stated in the mishna: First, the husband saying: When I am dead, is considered to be like the expression: If I die. Second, the husband saying: When I die, is considered to be like the expression: After my death.

¹⁹³ § And there are those who teach this statement of Rav Huna with regard to the latter clause of the mishna, which states that if the husband said: This is your bill of divorce after my death, then the bill of divorce is invalid and it is as though he said nothing. Rav Huna says: But according to the statement of Rabbi Yosei she must nevertheless perform ḥalitza, as it is uncertain if the bill of divorce takes effect from the day the bill of divorce was given when the date is supplied verbally.

¹⁹⁴ The Gemara questions this version of Rav Huna's statement: This is obvious. Since it was taught in the latter clause of the mishna, in a case where he explicitly stated: From today, that according to the opinion of the Rabbis she must perform ḥalitza due to the uncertainty as to when the bill of divorce takes effect, in the first clause as well, when he did not add: From today, it is obvious that according to the opinion of Rabbi Yosei she must perform ḥalitza due to the uncertainty. The dispute between Rabbi Yosei and the Rabbis concerns only whether the husband needs to add the term: From today.

¹⁹⁵ The Gemara answers: His statement is necessary, lest you say that with regard to this, Rabbi Yosei holds in accordance with the opinion of Rabbi Yehuda HaNasi, who says: It is a proper bill of divorce, and she is not even required to perform ḥalitza. Therefore, Rav Huna teaches us that Rabbi Yehuda HaNasi does not hold in accordance with the opinion of Rabbi Yosei and Rabbi Yosei does not hold in accordance with the opinion of Rabbi Yehuda HaNasi. Each has a unique, albeit similar, opinion.

¹⁹⁶ The Gemara explains: Rabbi Yehuda HaNasi does not hold in accordance with the opinion of Rabbi Yosei, as it teaches in a baraita: If the husband said: This is your bill of divorce from today and after my death, Rabbi Yehuda HaNasi says: A case like this is a valid bill of divorce and there is no need for the wife to perform ḥalitza. By emphasizing the term: Like this, Rabbi Yehuda HaNasi intends to exclude the opinion of Rabbi Yosei, who is uncertain with regard to the matter. And similarly, Rabbi Yosei did not hold in accordance with the opinion of Rabbi Yehuda HaNasi, as it teaches in a mishna: Rabbi Yosei says: A case like this is a valid bill of divorce, to exclude the opinion of Rabbi Yehuda HaNasi.

¹⁹⁷ The Gemara cites the baraita and mishna that demonstrate the difference of opinion between Rabbi Yehuda HaNasi and Rabbi Yosei. What is the opinion of Rabbi Yehuda HaNasi? As it is taught in a baraita: If a husband says to his wife: This is your bill of divorce from today and after my death, then there is uncertainty whether it is a bill of divorce or whether it is not a bill of divorce, and the wife must perform ḥalitza. This is the statement of the Rabbis. Rabbi Yehuda HaNasi disagrees and says: A case like this is a valid bill of divorce without any uncertainty, and there is no need for the wife to perform ḥalitza.

¹⁹⁸ What is the opinion of Rabbi Yosei? As we learned in a mishna (76b): If one says: Write and give a bill of divorce to my wife if I have not come from now until the conclusion of twelve months, and the court wrote the bill of divorce within twelve months and gave it to the wife after twelve months, it is not a valid bill of divorce. Rabbi Yosei disagrees and says: A case like this is a valid bill of divorce.

¹⁹⁹ § The mishna teaches: If one says to his wife: This is your bill of divorce from today if I die from this illness, and he recovered, and he arose and walked in the market and became ill again and died, then it must be assessed whether he died from the first illness and it is therefore a valid bill of divorce. But if he did not die from this illness then it is not a valid bill of divorce.

²⁰⁰ Rav Huna said: With regard to a person on his deathbed, the halakhot of his bill of divorce are the same as the halakhot of his gift. The Sages instituted that when a person on his deathbed gives a gift, no formal act of acquisition is required. Just as with regard to his gift, if he arose and was cured from his illness the gift he granted while on his deathbed is retracted, as he gave it only based on the assumption that he was about to die, so too, with regard to his bill of divorce, if he arose and was

cured from his illness, the bill of divorce is retracted and nullified, as he gave his wife her bill of divorce only because he thought he was about to die and he wanted to exempt her from a levirate bond.

²⁰¹ Rav Huna continues: And just as in the case of his bill of divorce, where, even though he did not explicitly say his full intention, once he said: Write the bill of divorce, his statement is interpreted to mean that the court should give the bill of divorce to his wife even though he did not say: Give the bill of divorce to my wife, which a healthy man would need to state, so too, this is the halakha with regard to his gift. Once he said: Give the gift, then even though the recipients did not acquire it from him, which finalizes a gift from a healthy person, because he is dying the halakha takes into account his intention without all the necessary legal requirements.

²⁰² The Gemara challenges: We learned in the mishna: If a man said: This is your bill of divorce from today if I die from this illness, and he recovered, and he arose and walked in the market, but then became ill again and died, the court assesses him. If he died because of the first illness then this is a valid bill of divorce, but if not then it is not a valid bill of divorce. And if you say that if he arose and was cured of his illness the bill of divorce is retracted, then why do I need assessment at all? He arose from his sickbed, so the bill of divorce should automatically be nullified.

²⁰³ Mar, son of Rav Yosef, says in the name of Rava: This is referring to a case where, instead of recovering completely, he proceeded from one illness immediately to another illness, and the assessment is to ascertain whether he died from the first illness or from the second one.

²⁰⁴ The Gemara challenges: But isn't it taught in the mishna: He arose from his illness, which indicates that he was completely cured? The Gemara answers: No, it means that he arose from this illness but fell into another illness. The Gemara challenges: But isn't it also taught in the mishna: He walked in the market? The Gemara answers: This means that he walked with his staff for support, meaning that he was not fully recovered from his illness but was able to walk only with assistance.

²⁰⁵ And this teaches us that we require assessment only in a case where he walked with his staff. But in another case, where he did not arise from his illness and walk but immediately became ill again, we do not even require assessment, as it is clear that his death from the second illness was a result of the first illness.

²⁰⁶ The Gemara asks: Can you conclude from it that in the case of a person on his deathbed who proceeded from one illness immediately to another illness, his gift is a valid gift, as he ultimately died as a result of the first illness? The Gemara answers: Yes, as Rabbi Elazar says in the name of Rav: In the case of a person on his deathbed who proceeded from one illness immediately to another illness, his gift is a valid gift.

²⁰⁷ The Gemara notes: Rabba and Rava do not hold in accordance with this halakha stated by Rav Huna, that if the husband was healed of his illness then the bill of divorce is nullified even if he did not specify such a condition. They hold that there is a rabbinic decree in place lest people say that there can be a valid bill of divorce given after death. Since people will see that in this case the bill of divorce took effect only once the husband died, in the future they may mistakenly consider a bill of divorce to be valid even though the husband explicitly made a condition that it would take effect only after his death.

²⁰⁸ The Gemara asks: And is there anything that by Torah law is not a valid bill of divorce, but due to a rabbinic decree we permit a married woman to marry anyone, even though by Torah law she remains married to her husband? Both Rabba and Rava agree that by Torah law the bill of divorce is nullified once the husband is healed from his illness, yet they treat the bill of divorce as valid. How can this be?

²⁰⁹ The Gemara answers: Yes, the Sages have the ability to nullify even a marriage that took effect by Torah law, because anyone who betroths a woman betroths her contingent upon the will of the Sages, and when one fails to conform to their will in matters of marriage and divorce the Sages expropriated his betrothal from him retroactively. Consequently, it is permitted for the woman to remarry.

²¹⁰ Ravina said to Rav Ashi: This works out well in a case where he betrothed his wife with money, as it is possible to say that the Sages expropriated the money used for the betrothal from the possession of its owner, resulting in a retroactive cancellation of the betrothal. But if he betrothed her by means of sexual intercourse then what is there to say? Rav Ashi said to him: The Sages declared his sexual intercourse to be licentious sexual intercourse, which does not create a bond of betrothal.

²¹¹ § The Sages taught (Tosefta 7:2): If a husband says to his wife: This is your bill of divorce from today if I die from this illness, and the house collapsed on him or a snake bit him, then it is not a valid bill of divorce. But if he said: This is your bill of divorce if I will not arise healthy from this illness, and the house collapsed on him or a snake bit him, then this is a valid bill of divorce.

²¹² The Gemara asks: What is different in the first clause such that the bill of divorce is not valid and what is different in the latter clause that the bill of divorce is valid? In neither case did he die from the illness. The Gemara gives no answer to this question.

²¹³ They sent a ruling to Babylonia from there, from Eretz Yisrael: If the husband said: This is your bill of divorce if I am not healed from this illness, and a lion ate him, then we do not need to be concerned about this bill of divorce, for it is certainly not valid.

²¹⁴ It is related: There was a certain man who sold land to another, and he accepted upon himself the responsibility for any unavoidable accident that may happen to the land. In such a case he would reimburse the buyer for the damage. In the end they diverted a river into it, meaning the government decided to make a new canal through the land that he sold.

²¹⁵ The buyer came before Ravina to lodge a claim. Ravina said to the seller: Go pacify him, i.e., reimburse him, as you accepted upon yourself responsibility for any unavoidable accident that might happen. Rav Aḥa bar Taḥalisa disagreed and said to Ravina: It is an uncommon, unavoidable accident, and the condition of the sale should not apply in such a case.

²¹⁶ The matter was circulated, as this ruling was never finalized, and it came before Rava. He said to them: It is an uncommon, unavoidable accident, and the seller should not have to pay. Ravina raised an objection to Rava: Isn't it taught that if the husband said: This is your bill of divorce if I am not healed from this illness, and the house collapsed on him or a snake bit him then it is a valid bill of divorce? These cases are both uncommon, unavoidable accidents, yet the bill of divorce is valid.

²¹⁷ Rava said to him: But you can say an opposite inference from the first clause: If a husband says: This is your bill of divorce from today if I die from this illness, and the house collapsed on him or a snake bit him, then it is not a valid bill of divorce. Apparently, an uncommon, unavoidable accident

is not included within his condition. If so, the inference from first clause of the baraita contradicts the inference from latter clause and it cannot be used to prove either opinion.

²¹⁸ Rav Aḥa of Difti said to Ravina: And because there is a difficulty presented by the contradiction between the first clause of the baraita and the latter clause, can we no longer raise an objection from it? Seemingly, the challenge raised by Ravina from the latter clause of the baraita is still valid.

²¹⁹ Ravina said to him: Yes, Rava was correct. Since there is a difficulty presented by the contradiction between the first clause of the baraita and the latter clause, this baraita was never stated in the study hall and it is corrupted. As it is not possible to rely on this baraita one must follow reason, and the most reasonable interpretation is that his condition would not include an uncommon and unavoidable accident.

²²⁰ It is related that Rav Pappa and Rav Huna, son of Rav Yehoshua, purchased sesame on the bank of the Malka River. They hired sailors to cross them to the other side of the river, and the sailors accepted upon themselves responsibility for any unavoidable accident that might occur. In the end the Malka River was dammed so that the merchandise could not be transported by river.

²²¹ The two Sages said to them: Hire donkeys and release them to us in order to transport the sesame, as you accepted upon yourself responsibility for any unavoidable accident that might arise.

²²² The two Sages came to court before Rava and he said to them: You white geese [kakei ḥivarei], referring to their long, white beards, who strip men of their cloaks. You are acting unfairly with the sailors. It is an uncommon, unavoidable accident for the Malka River to be dammed, and the sailors did not accept responsibility for this case.

²²³ MISHNA: If a woman's ill husband gave her a bill of divorce, and made a condition that it should take effect from today if he dies from his illness, then she may be secluded with him only in the presence of two witnesses, lest they end up engaging in sexual intercourse.

²²⁴ This applies to being secluded in the presence of not only valid witnesses; it is permitted for her to be secluded with him even in the presence of a slave or even in the presence of a maidservant, except for the wife's personal maidservant. And it is prohibited for the wife to be secluded in the presence of the latter because she is accustomed to her maidservant, and there is concern that she will engage in sexual intercourse with her husband even though the maidservant is present.

²²⁵ What is the halakhic status of the wife during these days between when the bill of divorce was given but before the condition has been fulfilled with the death of the husband? Rabbi Yehuda says: She is

²²⁶ like a married woman with regard to all of her matters, and she remains forbidden to other men. Rabbi Yosei says: It is uncertain whether she is divorced or whether she is not divorced.

²²⁷ GEMARA: The Sages taught in a baraita (Tosefta 7:4): If, after the giving of this bill of divorce witnesses saw that she secluded herself with her husband in the dark, or that she slept with him under the foot of the bed, one is not concerned that perhaps they were engaged in another matter, i.e., sexual intercourse. And one is concerned due to their action of licentiousness but one is not concerned that due to their actions they performed a betrothal. Rabbi Yosei, son of Rabbi Yehuda, says: One is also concerned that due to their actions they performed a betrothal.

²²⁸ The Gemara asks: What is the baraita saying? Rav Naḥman said that Rabba bar Avuh said: This is what the baraita is saying: If they saw that she engaged in sexual intercourse with her husband, then

there one is concerned that due to their actions there was a betrothal and perhaps through this act he intended to remarry her. If he gave her money immediately following the sexual intercourse one is concerned due to licentiousness, wherein we say: He gave this money as hire for a prostitute, but one is not concerned that due to their actions they performed a betrothal. Rabbi Yosei, son of Rabbi Yehuda, says: Even in this case one is concerned that due to their actions they performed a betrothal, i.e., one is concerned that he gave her the money as betrothal.

²²⁹ Based on this explanation of the baraita, in accordance with whose opinion is that which Rabba bar bar Ḥana says that Rabbi Yoḥanan says, that the dispute between Beit Shammai and Beit Hillel (81a) is relevant only when they saw that she engaged in sexual intercourse with her husband, but if they did not see that she engaged in sexual intercourse with him, everyone agrees that she does not require a second bill of divorce from him? In the case of a divorced woman who was secluded with her husband after the divorce, Beit Shammai are of the opinion that she does not require a second bill of divorce, while Beit Hillel are of the opinion that she does. In accordance with whose opinion mentioned in the baraita is this?

²³⁰ The Gemara explains: It is in accordance with everyone. It is in accordance with the opinion of both the first tanna and Rabbi Yosei, son of Rabbi Yehuda, who hold that when they did not see that she engaged in sexual intercourse one is not concerned that they are betrothed, and she does not need a second bill of divorce.

²³¹ Abaye objects to this understanding of the baraita, according to which the first tanna and Rabbi Yosei, son of Rabbi Yehuda, disagree about a case where he gave her money after they engaged in sexual intercourse: Is anything with regard to money taught in the baraita?

²³² Rather, Abaye said: This is what the baraita is saying: If they saw that she engaged in sexual intercourse one is concerned due to licentiousness, but one is not concerned that due to their actions there was a betrothal. Rabbi Yosei, son of Rabbi Yehuda, says: One is also concerned that due to their actions there was a betrothal.

²³³ If so, in accordance with whose opinion is that which Rabba bar bar Ḥana says that Rabbi Yoḥanan says: The dispute between Beit Shammai and Beit Hillel applies only when they saw that she engaged in sexual intercourse with him. But if they did not see that she engaged in sexual intercourse with him then everyone agrees that she does not require a second bill of divorce from him. In accordance with whose opinion is this statement?

²³⁴ It is in accordance with the opinion of Rabbi Yosei, son of Rabbi Yehuda, as he holds in accordance with Beit Hillel, that if they saw that she engaged in sexual intercourse one is concerned that she may be betrothed to him and she requires a second bill of divorce. By contrast, according to the first tanna, even when they saw that she engaged in sexual intercourse one is not concerned that she may be betrothed.

²³⁵ Rava objects to this: If so, what is the meaning of the expression used by Rabbi Yosei, son of Rabbi Yehuda: There is also concern that due to their actions they performed a betrothal? If there is concern about betrothal there should be no concern with regard to licentiousness.

²³⁶ Rather, Rava said that this is what the baraita is saying: Rabbi Yosei, son of Rabbi Yehuda, says: Even if they did not see that she engaged in sexual intercourse, one is concerned that due to their actions they performed a betrothal.

²³⁷ And if so, in accordance with whose opinion is that which Rabba bar bar Ḥana says that Rabbi Yoḥanan says: The dispute between Beit Shammai and Beit Hillel applies only where they saw that she engaged in sexual intercourse with him. But if they did not see that she engaged in intercourse with him, then everyone agrees that she does not require a second bill of divorce from him. In accordance with whose opinion is this statement?

²³⁸ This is not in accordance with any one of the tanna'im, for according to Rava the first tanna is not concerned about betrothal even when they saw that she engaged in sexual intercourse, and Rabbi Yosei, son of Rabbi Yehuda, is concerned even when they did not witness that she engaged in sexual intercourse.

²³⁹ § The mishna teaches: What is her status during these days? Rabbi Yehuda says: She is like a married woman with regard to all of her matters. Rabbi Yosei says: It is uncertain whether she is divorced or whether she is not divorced.

²⁴⁰ The Sages taught in reference to the opinions of Rabbi Yehuda and Rabbi Yosei stated in the baraita: Their dispute with regard to her status in the interim is stated provided that he dies. The Gemara clarifies: And when he dies, is this a valid bill of divorce? Do they hold that the bill of divorce takes effect after the husband's death? But don't we maintain that there is no bill of divorce after death? Rabba says that this is referring to a case where the husband says: This should be a valid bill of divorce from the last moment that I am in the world, meaning that it should take effect a moment before he dies.

²⁴¹ The Sages taught (Tosefta 7:4): In a case where the husband said: This is your bill of divorce from now if I die from this illness, during the days between, before he dies, her husband is entitled to anything that she finds, i.e., any lost item that cannot be returned to its owner, in accordance with the rabbinic principle that any lost item found by a wife belongs to her husband. And he is entitled to the profits from her earnings, and he is entitled to annul her vows (see Numbers 30:7–9), and he inherits from her if she predeceases him,

²⁴² and he becomes ritually impure for her if he is a priest. The principle of the matter is as follows: At that time she is like his wife in every sense, but she does not require a second bill of divorce from him when he dies. This is the statement of Rabbi Yehuda.

²⁴³ Rabbi Meir says: If she engages in sexual intercourse with another man, the legal status of her sexual intercourse depends on whether or not her husband dies from this illness. If he dies, she is considered to have been divorced from the time the bill of divorce was given, and her sexual intercourse is not deemed adulterous. Rabbi Yosei says: Her sexual intercourse has an uncertain status. And the Rabbis say: There is uncertainty whether she is divorced or whether she is not divorced, and this is an uncertainty provided that he dies from this illness. If he does not, they are certainly not divorced.

²⁴⁴ The Gemara clarifies: What difference is there between the opinion of Rabbi Meir, who says that the status of her sexual intercourse depends on whether or not her husband dies from his illness, and the opinion of Rabbi Yosei, who says that the status of her sexual intercourse is uncertain?

²⁴⁵ Rabbi Yoḥanan said: The practical difference between them is with regard to the bringing of a provisional guilt-offering, which is brought by one who is uncertain as to whether he committed a sin that requires a sin-offering. According to the opinion of Rabbi Meir, the paramour does not bring a

provisional guilt-offering (see Leviticus 5:17–19), because, although there was uncertainty at the time of the act of sexual intercourse, the matter will eventually be clarified once the husband either dies or recovers from his illness. If the husband survives her paramour must bring a sin-offering, and if the husband dies the other man is exempt from bringing any offering. And according to the opinion of Rabbi Yosei her status is uncertain, and even if the husband dies from this illness Rabbi Yosei is uncertain when the bill of divorce took effect. Therefore, her paramour must bring a provisional guilt-offering.

²⁴⁶ The baraita taught: And the Rabbis say: There is uncertainty whether she is divorced or whether she is not divorced. The Gemara comments: Apparently, the opinion of the Rabbis is the same as the opinion of Rabbi Yosei. Why are they recorded as having a dispute? The Gemara answers: There is a practical difference between them with regard to the halakhic ruling transmitted by Rabbi Zeira. As Rabbi Zeira says that Rabba bar Yirmeya says that Shmuel says: Wherever the Sages said: There is uncertainty whether she is divorced or whether she is not divorced, her husband is obligated to provide her with sustenance. This formulation is stated only by the Rabbis, and Rabbi Zeira's halakha would apply only according to them, not according to Rabbi Yosei.

²⁴⁷ MISHNA: If a husband says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, then she is divorced and must give two hundred dinars in order to fulfill the condition of the bill of divorce.

²⁴⁸ If a husband says to his wife: This is your bill of divorce on the condition that you will give me money from now until the conclusion of thirty days, if she gives the money to him within thirty days she is divorced. And if not she is not divorced.

²⁴⁹ Rabban Shimon ben Gamliel said: There was an incident in the city of Tzaidan involving one who said to his wife: This is your bill of divorce on the condition that you will give me my coat [itztaliti], and she lost his coat, so that she could not give it to him. And the Rabbis said that she must give him the value of the coat, and by doing so she fulfills the condition and is divorced.

²⁵⁰ GEMARA: The mishna teaches: She is divorced and must give the money. The Gemara asks: What is the meaning of: And must give? Rav Huna says: She is divorced immediately, once the bill of divorce has been given over to her, and she must give him the money subsequently in order to fulfill the condition. The bill of divorce takes effect retroactively, from the time when it was given, after she gives the money. Rav Yehuda says: She is divorced only when she gives him this sum.

²⁵¹ The Gemara asks: What is the difference between the opinion of Rav Huna and the opinion of Rav Yehuda? The Gemara answers: There is a difference between them if the bill of divorce was torn or lost after she received it but before she gave the money. According to the opinion of Rav Huna, who says: And she must give but the bill of divorce takes effect retroactively, if it was torn or lost then she does not require a second bill of divorce from him. By contrast, Rav Yehuda says that the divorce takes effect only when she gives him the sum. Therefore, if the document is torn or lost she requires a second bill of divorce from him, as in his opinion it is not yet a valid bill of divorce until she has given him the money.

²⁵² The Gemara comments: And it was also taught in the mishna with regard to betrothal that Rav Huna and Rav Yehuda also disagreed about a case like this, as we learned in a mishna (Kiddushin 60a): If one says to a woman: You are hereby betrothed to me on the condition that I will give you two hundred dinars, then she is betrothed, and he must give the sum. And it was stated that Rav Huna

and Rav Yehuda disagreed with regard to what is the meaning of: And he must give. Rav Huna says: And he must give, meaning that she is betrothed immediately, provided that the husband gives what he promised. Rav Yehuda says: She is betrothed only when he gives.

²⁵³ The Gemara asks: What is the difference between them? The Gemara answers: There is a difference between them in a case where she extended her hand and received betrothal from another man before the first man gave her the money that he promised. Rav Huna says: And he must give, meaning that it is merely a condition that he accepted upon himself. He fulfills his condition and moves on, and the woman is betrothed to him immediately. Therefore, her betrothal to the second man has no validity. Rav Yehuda says: When he gives, which means that when he gives her the money it will be a valid betrothal. But now it is not a valid betrothal and therefore the betrothal from the second man takes effect.

²⁵⁴ The Gemara comments: And it is necessary to mention this dispute in both the case of divorce and the case of betrothal. As if it would have taught us their opinions only with regard to betrothal, then one may think that it is specifically with regard to this case that Rav Huna says: And he should give, because he comes to draw her close in marriage. Consequently, he does this willingly, and therefore there is an assumption that his intention was for the betrothal to take effect immediately. But with regard to divorce, where he comes to distance her, there is an assumption that he does so unwillingly, so that he makes the divorce dependent on a condition in order to delay the matter. Therefore, say that Rav Huna concedes to Rav Yehuda that the divorce does not take effect until the condition has been fulfilled.

²⁵⁵ And if it would have taught us their opinions only with regard to divorce, then one may think that it is specifically with regard to this case that Rav Huna says: And she must give, because he is not embarrassed to demand the money from her afterward to fulfill the condition of the bill of divorce, and his intent was to divorce her immediately. But with regard to betrothal, where she is embarrassed to demand the money that he promised would come from him, she may not agree to be betrothed to him until she actually receives the money. Therefore, you might say that Rav Huna concedes to Rav Yehuda that the betrothal is valid only once he gives her the money.

²⁵⁶ And furthermore, if it would have taught us their opinions only with regard to betrothal, then one may think that it is specifically with regard to this case that Rav Yehuda says that the betrothal is valid only when he gives her the money, because she is embarrassed to demand it from him if he does not give it to her. Therefore, her intention is that she will be betrothed only once the condition is fulfilled. But with regard to divorce, where the husband is not embarrassed to demand the money from her, you might say that Rav Yehuda concedes to Rav Huna that the bill of divorce takes effect immediately.

²⁵⁷ And furthermore, if it would have taught us only with regard to the case of divorce, then one may think that it is specifically with regard to this case that Rav Yehuda says that the divorce is valid only when she gives him the money, because the husband comes to distance her. But with regard to betrothal, where he comes to draw her close, you might say that Rav Yehuda concedes to Rav Huna. Therefore, it is necessary to state this dispute in both cases.

²⁵⁸ The Gemara raises an objection based on what was taught in a baraita (Tosefta 7:5): If one says to a woman: This is your bill of divorce on the condition that you will give me two hundred dinars, then

even though the bill of divorce was torn or lost she is divorced. And she may not marry another man until she gives her first husband the money.

²⁵⁹ And it is taught further in that same baraita: If one says to his wife: This is your bill of divorce on the condition that you will give two hundred dinars to me, and the husband died childless, if she had already given him the money, then she is not bound with a levirate bond to the yavam because she was already divorced from her husband through the bill of divorce that he gave her. But if she had not given him the money, then she is bound with a levirate bond to the yavam because the bill of divorce did not take effect and she is a widow. Rabban Shimon ben Gamliel says: She should give the money to her late husband's father, or to his brother, or to one of the relatives who inherit from him, and by doing so she fulfills the condition and is released from the levirate bond.

²⁶⁰ The Gemara notes: The first tanna and Rabban Shimon ben Gamliel disagree only with regard to the meaning of the condition. One Sage, the first tanna, holds that when the husband said: On the condition that she will give to me, he meant: To me specifically and not to my heirs. Consequently, she cannot fulfill the condition by giving the money to his heirs. And one Sage, Rabban Shimon ben Gamliel, holds that when the husband said that she will give the money to me, he meant and even to my heirs. But in any event, everyone agrees that this is a valid condition, yet its fulfillment does not change the date that the bill of divorce takes effect. This is a conclusive refutation of the opinion of Rav Yehuda, who said that the bill of divorce takes effect only when she gives.

²⁶¹ The Gemara answers: Rav Yehuda could have said to you: In accordance with whose opinion is this baraita? It is the opinion of Rabbi Yehuda HaNasi. As Rav Huna says that Rabbi Yehuda HaNasi says: Anyone who states a condition employing the language: On the condition, is like one who states: The agreement will take effect retroactively from now, even though the condition is fulfilled only later on. And the Rabbis disagree with him. And I say my ruling in accordance with the opinion of the Rabbis.

²⁶² And Rabbi Zeira says: When we were in Babylonia we would say with regard to this following statement that Rav Huna says that Rabbi Yehuda HaNasi says: Anyone who states a condition employing the language: On the condition, is like one who states: The agreement will take effect retroactively from now, even though the condition is fulfilled only later on; we would say that the Rabbis disagree with him. When I ascended to Eretz Yisrael I found Rabbi Asi, who was sitting and saying in the name of Rabbi Yoḥanan: Everyone concedes that with regard to anyone who states a condition employing the language: On the condition, he is like one who states: The agreement will take effect retroactively from now; and the Rabbis disagreed with Rabbi Yehuda HaNasi only in a case where the bill of divorce included the condition: From today and after my death.

²⁶³ And it is taught in a baraita: If a husband says to his wife: This is your bill of divorce from today and after my death, then this is both a valid bill of divorce and not a valid bill of divorce. This is the statement of the Rabbis. Rabbi Yehuda HaNasi disagrees and says: A case like this is a valid bill of divorce without any uncertainty. This teaches that Rabbi Yehuda HaNasi and the Rabbis disagree only in this case, but everyone agrees that when he employed the language: On the condition, it is as though he stipulated: From now.

²⁶⁴ The Gemara asks: And according to Rav Yehuda, who said that Rabbi Yehuda HaNasi and the Rabbis disagree about one who employs the language: On the condition, rather than disagreeing with regard to the case where the husband said: From today and after my death, let them disagree with

regard to the case where the husband said: On the condition. The Gemara answers that the baraita uses this case to inform you about the far-reaching nature of the opinion of Rabbi Yehuda HaNasi, who is certain that the bill of divorce is valid.

²⁶⁵ The Gemara challenges: And let them disagree about: On the condition, to convey to you the far-reaching nature of the opinion of the Rabbis, who do not hold that the phrase: On the condition, is considered to be like the phrase: From now, as this ruling is a more general matter. The Gemara answers: It is preferable to emphasize the power of leniency, and therefore it is preferable to teach the degree to which Rabbi Yehuda HaNasi is lenient.

²⁶⁶ § The mishna teaches: If a husband said to his wife: This is your bill of divorce on the condition that you will give me money from now until the conclusion of thirty days, if she gives the money to him within thirty days she is divorced, and if not she is not divorced. The Gemara asks: Isn't that obvious, since everything depends on whether or not the condition was fulfilled? The Gemara answers: No, the halakha that the divorce does not take effect unless she gives the money by that time needs to be said, lest you say that the concern of the husband that his wife will give him the money within a specific time frame is not a real concern, and he comes only to galvanize her. Although he wishes to receive this money as soon as possible, in truth he does not care if he receives it later. Therefore, it teaches us that his statement is a valid condition, and if she does not fulfill it then it is not a valid bill of divorce.

²⁶⁷ § The mishna teaches that Rabban Shimon ben Gamliel said: There was an incident in the city of Tzaidan involving one who said to his wife: This is your bill of divorce on the condition that you will give me my coat, and she lost his coat. And the Rabbis said that she should give him the value of that coat, and by doing so she fulfills the condition and is divorced. The Gemara asks: What did Rabban Shimon ben Gamliel teach before, such that he now teaches and cites an incident which is similar to it? This incident does not seem to be referring to what was stated immediately before in the mishna.

²⁶⁸ The Gemara answers: The mishna is incomplete and this is what it is teaching: If the husband said to his wife: This is your bill of divorce on the condition that you will give me my coat, and she lost his coat, then since he specifically stated to her: Give me my coat, she cannot give him its value instead. And since she has lost the coat, the bill of divorce is not valid; this is the opinion of the Rabbis. Rabban Shimon ben Gamliel says: In such a case she can give him its value. And Rabban Shimon ben Gamliel said in support of his statement: There was an incident also in the city of Tzaidan involving one who said to his wife: This is your bill of divorce on the condition that you will give me my coat, and she lost his coat. And the Rabbis said that she should give him its value.

²⁶⁹ Rabbi Asi raised a dilemma before Rabbi Yoḥanan: If a man says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, and afterward he returned and said to her: It is waived for you, then what is the halakha?

²⁷⁰ He explained his question in detail: Let the dilemma be raised according to the opinion of the Rabbis, and let the dilemma be raised according to the opinion of Rabban Shimon ben Gamliel.

²⁷¹ Let the dilemma be raised according to the opinion of the Rabbis: One can say that only there do the Rabbis state their opinion that she is not divorced if the condition is not fulfilled and she gives him his coat, because he did not waive his claim to it; but here he says to her: It is waived for you, so they are divorced. Or perhaps one can say that even Rabban Shimon ben Gamliel states that she can be divorced even if he does not receive the coat only there, as she appeases him by giving him

money, i.e., the condition is considered to be fulfilled due to the fact that he received the value of the coat; but in a case where he waives the condition entirely, no, because he does not receive anything from her. Rabbi Yoḥanan said to him in response: She is not divorced, because the condition has not been fulfilled.

²⁷² He raised an objection to his opinion from a mishna (Nedarim 63b): In the case of one who says to another: Benefiting from me is *konam* for you, meaning it is prohibited for you to derive benefit from me, if you do not give my son one kor of wheat and two barrels of wine as a wedding gift, Rabbi Meir says: It is prohibited for this other person to benefit from the person who took the vow until he gives his son the gift. And the Rabbis say: Even this individual who took the vow can dissolve his vow without the consent of a halakhic authority, and he does this by saying: I hereby consider it as though I have received the gift from you. Based on this mishna, it would seem that if the husband forgives his wife the money that she owes him, it should be considered as if he received it, and the bill of divorce should be valid.

²⁷³ The Gemara rejects this: How can these cases be compared? There, in the case of a bill of divorce, he intends to vex her, and until she pays him he did not vex her. If he forgives this condition, his initial intention has not been fulfilled. Here, in the case of the vow, the reason the father took the vow is for the sake of profit; he wants his son to receive a valuable gift, but subsequently the one who took the vow decides that it was not necessary. Therefore, he can waive his claim.

²⁷⁴ The Gemara relates an incident of a certain man who said to his sharecropper: Everyone waters the field three times during the season, and they consume, i.e., receive as payment, one quarter of the crops from the field. Will you water four times and consume as your payment one-third of the produce? Ultimately, rain came when the sharecropper would have needed to water a fourth time, and so he did not need to water the field a fourth time. The question was presented to the Sages: Is the sharecropper still entitled to receive one-third of the produce since he was prepared to water the field four times, although ultimately it was not necessary to do so?

²⁷⁵ Rav Yosef said: But he did not water the field a fourth time, so the condition was not fulfilled. Consequently, he deserves the same as the other sharecroppers, and receives only one quarter of the produce. Rabba said: But it was not necessary to water the field the fourth time because the rain fell to the benefit of the sharecropper, and therefore he should receive one-third of the produce.

²⁷⁶ The Gemara asks: Shall we say that Rav Yosef said his ruling in accordance with the opinion of the Rabbis, who require that the condition of the bill of divorce be fulfilled, and that Rabba said his ruling in accordance with the opinion of Rabban Shimon ben Gamliel, that it is not the fulfillment of the specifics of the condition that matter but the fulfillment of the intent of the condition?

²⁷⁷ The Gemara asks: And how can you understand it in this way? But don't we maintain that in all of their disputes the halakha is in accordance with the opinion of Rabba when he disagrees with Rav Yosef? And with regard to this halakha we maintain that the halakha is not in accordance with the opinion of Rabban Shimon ben Gamliel. If so, this presents a contradiction between one halakha and another.

²⁷⁸ Rather, according to both opinions, this dispute is actually in accordance with the opinion of the Rabbis. Rav Yosef clearly rules in accordance with the Rabbis. And Rabba could have said to you: I was saying my statement even according to the opinion of the Rabbis, as the Rabbis are saying there that she is not divorced if she does not return the coat itself only when the husband intends to vex

her, and if she does not need to give the coat itself she will not be vexed, as it is not difficult for her to give him its value. But here, in the case of watering the field, the reason the owner is making the condition is only for the sake of increasing his profit, and it was not necessary to actually water the field.

²⁷⁹ § With regard to the redemption of houses in walled cities, we learned elsewhere in a mishna (Arakhin 31b) that if a house was sold and not redeemed by its owners within twelve months it remains permanently in the possession of the purchaser. The Gemara describes this: At first the purchaser would hide for all of the final day of the twelfth month so that the house would be confirmed as his (see Leviticus 25:29–30). Because the purchaser was in hiding, the seller would be unable to redeem the house from him. Hillel the Elder instituted an ordinance whereby the seller may deposit [holesh] his redemption money in the Temple treasury chamber, and then he may break the door of his house and enter and take possession. And when that purchaser wishes, he should come and take his money from the Temple treasury.

²⁸⁰ And Rava says: From the ordinance of Hillel we learn that if one says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, and she gave him the money with his consent, then she is divorced. If she gave it to him against his will then she is not divorced.

²⁸¹ How does Rava prove this? From the fact that it was necessary for Hillel to institute a unique ordinance in the case of houses in walled cities whereby giving against the will of the receiver is considered giving.

²⁸² This proves by inference that generally, giving against the recipient's will is not considered valid giving, as if it were, then Hillel would not have needed to institute this ordinance.

²⁸³ Rav Pappa objects to this, and some say it was Rav Shimi bar Ashi who raises this objection: And perhaps when it was necessary for Hillel to institute an ordinance allowing the seller to repay the money against the will of the purchaser it was specifically in a case where he gives the money not in the presence of the purchaser. But when he repays him in his presence, whether the recipient was willing or whether it was against his will, it is considered valid giving. Accordingly, one cannot apply Hillel's ordinance to the case of conditional bills of divorce.

²⁸⁴ And there are those who say a different version of this discussion. Rava says: From the ordinance of Hillel it can be inferred that if one says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, and she gave it to him, whether it was with his consent or whether it was against his will, it is valid giving. And the case where it was necessary for Hillel to institute his ordinance was when the giving of the money was not in his presence. But if the repayment was in his presence, whether it was with his consent or whether it was against his will, it is considered valid giving.

²⁸⁵ Rav Pappa objects to this, and some say it was Rav Shimi bar Ashi who raises this objection: And perhaps even in a case where she gives him the money in his presence, if she gives it with his consent, yes, it is valid. If she gives it against his will, no, it is not considered to be valid giving. And Hillel specifically instituted what was necessary, because in the case of a house in a walled city the purchaser would hide, and therefore that ordinance was necessary there.

²⁸⁶ § Rabba bar bar Ḥana says that Rabbi Yoḥanan says: In every place where Rabban Shimon ben Gamliel taught a halakha in our body of Mishna, the halakha is in accordance with his opinion, even though it is cited as an individual opinion, except for three cases. With regard to the halakha of a guarantor (Bava Batra 173b), if the creditor stipulated that he can collect his debt from either the debtor or the guarantor, according to the Rabbis he can collect from the guarantor's property even if the debtor has available property. Rabban Shimon ben Gamliel holds that the creditor can collect the debt only from the debtor. And likewise the halakha is not like Rabban Shimon ben Gamliel with regard to the case mentioned here concerning the incident that occurred in Tzaidan.

²⁸⁷ And similarly, the halakha is not in accordance with the opinion of Rabban Shimon ben Gamliel concerning the dispute with regard to evidence in the final disagreement (Sanhedrin 31a), where the Rabbis hold that if one claims that he has no evidence or witnesses, but subsequently brings evidence to court, the judges do not accept it. According to the opinion of Rabban Shimon ben Gamliel they can accept it.

²⁸⁸ § The Sages taught in a baraita: If the husband said to his wife: Behold this is your bill of divorce, but the paper on which it is written is still mine, then she is not divorced, as he must give her the actual bill of divorce in order for the divorce to take effect. Since the paper still belongs to him, it is as if he had given her only the writing. But if he said to her: Behold this is your bill of divorce on the condition that you return the paper to me, then she is divorced. The bill of divorce belongs entirely to her, and the returning of the paper is only a stipulation that must be fulfilled later.

²⁸⁹ The Gemara asks: What is different in the first clause of the baraita and what is different in the latter clause? In neither case does she have ownership of the bill of divorce. Rav Ḥisda said: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabban Shimon ben Gamliel, who says with regard to his coat that she can give him its value and does not need to give the item itself in order to fulfill the condition. Here also, since it is possible for her to appease him with money and she may give him the value of the paper, therefore it is considered as though she received the paper.

²⁹⁰ Abaye objects to this answer: Say that Rabban Shimon ben Gamliel says that it is acceptable to give the value instead of the item itself when the item is not extant, because it is lost. But in a case where it is extant, such as the paper in this case, did Rabban Shimon ben Gamliel actually say that giving the value of the item is sufficient?

²⁹¹ Rather, Abaye said: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Meir, who says: We require any stipulated condition to be structured as a compound condition describing both outcomes, meaning that the condition must mention what will happen both if the condition is fulfilled and if it is not fulfilled. And here he did not compound his condition. The husband said only: This is your bill of divorce on the condition that you return the paper to me. He did not specify that it will not be a valid bill of divorce if she does not return it.

²⁹² Rava objects to this explanation: According to Abaye the reason the bill of divorce is valid is that the husband did not compound his condition, but if the husband did compound his condition then it would not be a valid bill of divorce. Now, from where do we learn the halakhot of all conditions? They are derived from the condition of the children of Gad and the children of Reuben. Moses stipulated with them that if they fight the battles with the Jewish people in Eretz Yisrael, they will

inherit the land of Gilead in the Transjordan, as they requested; but if they do not fight the battles with the Jewish people in Eretz Yisrael, they will not inherit that land (see Numbers, chapter 32).

²⁹³ Just as there, in the conditions that Moses made, the language of the condition precedes the consequent action, for he first stated the condition and afterward he described the result if they fulfill the condition: “And you shall give them the land of Gilead as an inheritance” (Numbers 32:29), so too, any condition is valid only when it is stated before the resultant action. And this serves to exclude the case mentioned here, where the resultant action of the giving of the bill of divorce precedes the condition. Consequently, according to Rabbi Meir this bill of divorce would not be valid, even if the husband had compounded the condition.

²⁹⁴ Rather, Rava said: The condition does not apply and the woman is divorced because the action of giving the bill of divorce precedes the condition.

²⁹⁵ Rav Adda bar Ahava objects to this explanation: The reason that the bill of divorce is valid is that the action precedes the condition, and the condition does not take effect. But if the condition were to precede the action then it would not be a valid bill of divorce. Now, from where do we learn all the halakhot of conditions? They are derived from the condition of the children of Gad and the children of Reuben. Just as there it is a condition with regard to one matter, i.e., that they should fight along with the rest of the Jewish people, and a resultant action with regard to another matter, i.e., that they would receive the land of Gilead, so too, every other condition must follow this pattern. This serves to exclude the case mentioned here,

²⁹⁶ where the condition and the action are about the same matter, the giving of the bill of divorce. Accordingly, the condition would not be valid even if one were to disregard the concern of the action preceding the condition. Rather, Rav Adda bar Ahava said that this condition is void because the condition and the action are about the same matter, and therefore the bill of divorce is valid even without fulfillment of the condition.

²⁹⁷ Rav Ashi said: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Yehuda HaNasi, as Rav Huna says that Rav says: Anyone who states a condition employing the language: On the condition, is like one who states: The agreement will take effect retroactively from now, even though the condition is fulfilled only later on. Consequently, the bill of divorce is effective immediately, even if the woman will later be required to return the document itself to him.

²⁹⁸ § With regard to conditions in a bill of divorce, Shmuel instituted that in a bill of divorce of a person on his deathbed the following expression should be written: If I do not die this will not be a valid bill of divorce, and if I die it will be a valid bill of divorce.

²⁹⁹ The Gemara asks about the wording used here: But let us say this statement in a more intuitive order: If I die it will be a valid bill of divorce, and if I do not die this will not be a valid bill of divorce. The Gemara explains: A person does not hasten a calamity upon himself. Consequently, he does not wish to mention his death first.

³⁰⁰ The Gemara asks: Why did Shmuel use this phrasing? But let us say the condition using the following formulation: It will not be a valid bill of divorce if I do not die, and it will be a valid bill of divorce if I do die. The Gemara asks: When stipulating a condition, we require the condition to come

before the action, but in this formulation the resultant action, that the bill of divorce is not valid, precedes the condition, if I do not die.

³⁰¹ Rava objects to this explanation: Now, from where do we learn the principles of all conditions? They are derived from the condition of the children of Gad and the children of Reuben. Just as there, the affirmative precedes the negative, meaning that the positive portion that speaks about what will occur if the condition is fulfilled appears before the negative portions that describe what will exist if the condition is not fulfilled, so too, all conditions must be formulated in this manner. This serves to exclude the case here, instituted by Shmuel, where the negative precedes the affirmative.

³⁰² Rather, Rava said that the condition in the bill of divorce of a dying man should be worded in the following manner: If I do not die this will not be a bill of divorce. If I die this will be a bill of divorce, and if I do not die this will not be a bill of divorce.

³⁰³ The Gemara explains the necessity for such a formulation: The husband first says: If I do not die this will not be a bill of divorce, because a person does not hasten a calamity upon himself. Therefore, he first mentions the possibility that he will not die. Then he states the compound condition in the following order: If I die this will be a bill of divorce, and if I do not die this will not be a bill of divorce. This is because we require that the affirmative precedes the negative.

³⁰⁴ MISHNA: If a husband says to his wife: This is your bill of divorce on the condition that you will serve my father, or: On the condition that you will nurse, i.e., breastfeed, my son, without specifying a time period, how long is she required to nurse him in order to fulfill the condition? She is required to nurse the baby for two years from his birth, which is the length of time generally designated for nursing. Rabbi Yehuda says: The time for nursing is only eighteen months. If the baby son died or the husband's father died, this is a valid bill of divorce, even though the condition was not fulfilled.

³⁰⁵ But if the husband said to his wife: This is your bill of divorce on the condition that you will serve my father for two years, or: On the condition that you will nurse my son for two years, and the son died before she nursed him for two years, or the father said: I do not want you to serve me, then even if the father did not say this in anger and she did everything she was expected to do, it is not a valid bill of divorce because the condition was not fulfilled.

³⁰⁶ Rabban Shimon ben Gamliel says: In a case like this it is a valid bill of divorce. Rabban Shimon ben Gamliel stated a principle: If there is any hindrance to the fulfillment of the condition that does not result from her, then it is a valid bill of divorce.

³⁰⁷ GEMARA: But do we require that she serve the father or nurse the son for all of this time that was stipulated? And the Gemara raises a contradiction based on what was taught in a baraita (Tosefta, Nidda 2:2): If she served the father for one day or she nursed the son for one day it is a valid bill of divorce.

³⁰⁸ Rav H̥isda said that this is not difficult: This baraita is in accordance with the opinion of the Rabbis, and this mishna is in accordance with the opinion of Rabban Shimon ben Gamliel, who disagreed in the previous mishna (74a) with regard to a coat that was lost. According to the opinion of the Rabbis there, if there is no possibility that the wife can fulfill the condition by returning the coat, as it was lost, the bill of divorce is not valid. According to the opinion of Rabban Shimon ben Gamliel there, she can give the husband the coat's value and the bill of divorce is valid.

³⁰⁹ The Gemara explains: The mishna is in accordance with the opinion of Rabban Shimon ben Gamliel, who claims that the wife can give the husband the equivalent of the stipulated item to render the bill of divorce valid, as the primary factor is his receiving the benefit he intended when stating his condition. Therefore, she must nurse the child for the standard length of time, as that is the benefit he intended when stating his condition, or else the bill of divorce is not valid. And the baraita is in accordance with the opinion of the Rabbis, who hold that the wife must fulfill the literal terms of the condition. If she nurses the baby for even one day, or serves the father for a single day, the literal terms of the condition have been fulfilled.

³¹⁰ The Gemara challenges: Is this explanation possible? But from the fact that the latter clause of the mishna is attributed to Rabban Shimon ben Gamliel, it can be derived by inference that the first clause is not in accordance with the opinion of Rabban Shimon ben Gamliel. Rather, the baraita is in accordance with the opinion of Rabban Shimon ben Gamliel, who is lenient with regard to a condition, and interprets it so that it can be fulfilled. The mishna is in accordance with the opinion of the Rabbis, who interpret the condition in an expanded manner.

³¹¹ Rava offered an alternative explanation and said that the apparent contradiction is not difficult: Here, in the mishna, where the husband spoke without specification and did not set a time, the Sages assigned what they understand to be the standard time for the stipulated action. There, in the baraita, it is referring to where the husband said explicitly that she should perform the action for only one day.

³¹² Rav Ashi offered a different alternative explanation and said: Any unspecified statement is also considered to be as though he explicitly said one day. Since the husband did not mention a specific amount of time in which to perform the action, one day should be sufficient.

³¹³ The Gemara challenges Rav Ashi's explanation: We learned in the mishna: How long is she required to nurse him in order to fulfill the condition? She is required to nurse the baby for two years from his birth. Rabbi Yehuda says: The time for nursing is only eighteen months. Granted, according to the opinion of Rava, it works out well that if the husband does not specify the length of time, the wife must nurse the baby for the generally accepted time. But according to the opinion of Rav Ashi, why do I need her to nurse the baby for two years or why do I need her to nurse him for eighteen months? One day should suffice to fulfill the husband's condition.

³¹⁴ The Gemara answers: This is what the mishna is saying according to the opinion of Rav Ashi: How long is the wife required to nurse the baby? One day from within the two years of the baby's birth, to exclude the case where the one day that she nursed him occurred after he was two years old, in which case the husband's condition would not be fulfilled, for that is the accepted length of time for a mother to nurse a baby. Or according to Rabbi Yehuda one day from within the eighteen months of the baby's birth, to exclude the case where the one day that she nursed him occurred after he was she nursed him occurred after he was eighteen months old, in which case the bill of divorce would not be valid.

³¹⁵ The Gemara raises an objection to the opinion of Rav Ashi from the latter clause of the mishna: If a husband said to his wife: This is your bill of divorce on the condition that you will serve my father for two years, or: This is your bill of divorce on the condition that you will nurse my son for two years, and the son died or the father said: I do not want you to serve me, then even though the father did not say this in anger, it is not a valid bill of divorce.

³¹⁶ Granted, according to the opinion of Rava, the first clause in the mishna is speaking about when the husband did not explicitly mention a period of time, and the latter clause is referring to when he did explicitly mention a period of two years.

³¹⁷ But according to the opinion of Rav Ashi, who holds that when the husband does not mention a period of time the wife can fulfill her obligation by performing the action for even a single day, it is necessary to explain that the first clause in the mishna is referring to when she did fulfill the condition for even one day. And therefore, what is different in the first clause and what is different in the latter clause? The Gemara states: According to Rav Ashi's opinion this is difficult.

³¹⁸ § The Sages taught (Tosefta 7:6): If a husband said to his wife: This is your bill of divorce on the condition that you will serve my father for two years, or he said: This is your bill of divorce on the condition that you will nurse my son for two years, even if the condition was not fulfilled it is a valid bill of divorce because he did not say to her: If you will serve my father then this will be a valid bill of divorce, and if you will not serve him it will not be a valid bill of divorce, or: If you will nurse my son then this will be a valid bill of divorce, and if you will not nurse him it will not be a valid bill of divorce. And if he did not state his condition as a compound condition, stipulating both positive and negative outcomes, the condition is void and the bill of divorce is valid. This is the statement of Rabbi Meir.

³¹⁹ And the Rabbis say: The condition is valid even if it the husband does not stipulate both positive and negative outcomes. Consequently, if the condition was fulfilled this is a valid bill of divorce, and if it was not fulfilled this is not a valid bill of divorce. Rabban Shimon ben Gamliel says: You do not have a condition in the Bible that is not compounded.

³²⁰ To which side of the dispute is Rabban Shimon ben Gamliel's statement referring? There are those who say: He is speaking to Rabbi Meir. And there are those who say: He is speaking to the Rabbis. The Gemara explains: There are those who say that this means he is speaking to Rabbi Meir and this is what he is saying to him: You do not have a condition in the Bible that is not compounded, and therefore the compound conditions mentioned in the Torah have the status of two verses that come as one, i.e., to teach the same matter. And any two verses that come as one do not teach about other cases. Consequently, one cannot derive from them that every condition must be compounded.

³²¹ There are those who say: He is saying this to the Rabbis, and this is what he is saying to them: There is no condition in the Bible that is not compounded, and we learn from the conditions written in the Bible that a condition is not valid unless it is compounded.

³²² And the Gemara raises a contradiction based on what was taught in a baraita (Tosefta 7:6): If a husband said to his wife: This is your bill of divorce on the condition that you will serve my father for two years, or he said to her: This is your bill of divorce on the condition that you will nurse my son for two years, and the father died or the son died, then it is not a valid bill of divorce, as its condition was not fulfilled. This is the statement of Rabbi Meir.

³²³ And the Rabbis say: Even though the condition was not fulfilled it is a valid bill of divorce, as she could have said to him: Give me your father and I will serve him, or: Give me your son and I will nurse him.

³²⁴ It is difficult to reconcile one statement of Rabbi Meir with the other statement made by Rabbi Meir, for the second baraita indicates that the husband's condition does not need to be compounded.

And it is difficult to reconcile one statement of the Rabbis with the other statement of the Rabbis, for in the second baraita they say that if the condition was fulfilled it is a valid bill of divorce, and if it was not fulfilled it is not a valid bill of divorce.

³²⁵ The Gemara answers: It is not difficult to reconcile one statement of Rabbi Meir with the other statement of Rabbi Meir, as there, in the case where the bill of divorce is valid, it is referring to when he did not compound his condition. Here, where the bill of divorce is valid, it is referring to when he did compound his condition, but the tanna of the baraita did not mention that fact explicitly.

³²⁶ And it is not difficult to reconcile one statement of the Rabbis with the other statement of the Rabbis, because whose is the opinion mentioned here anonymously as the Rabbis? It is the opinion of Rabban Shimon ben Gamliel, who says: If there is any hindrance to fulfilling the condition that is not from her, it is a valid bill of divorce.

³²⁷ § The Gemara continues discussing a conditional bill of divorce. The Sages taught (Tosefta 6:6): If a husband said to his wife in the presence of two people: This is your bill of divorce on the condition that you will serve my father for two years, and afterward he returned and said to her in the presence of two other people: This is your bill of divorce on the condition that you will give me two hundred dinars, the latter statement does not nullify the first statement. Rather, he is giving her the choice, and if she fulfills either one of the conditions, the bill of divorce is valid. If she wishes, she serves his father and is divorced, or if she wishes, she gives him two hundred dinars and is divorced.

³²⁸ But if he said to her in the presence of two people: This is your bill of divorce on the condition that you will give me two hundred dinars, and afterward he returned and said to her in the presence of two other people: This is your bill of divorce on the condition that you will give me three hundred dinars, then the latter statement nullifies the first statement, and she is not divorced unless she gives him three hundred dinars. And one of the first pair of witnesses and one of the last pair of witnesses cannot combine their testimonies concerning the condition.

³²⁹ The Gemara asks: To which clause of the baraita is the statement that the witnesses cannot combine their testimonies referring? If we say that it is referring to the latter clause, where the husband demanded an additional one hundred dinars, then it already said that the first condition is nullified. It is unnecessary to mention that the two pairs of witnesses cannot combine their testimonies, since the condition witnessed by the first witnesses no longer exists. Rather, it is referring to the first clause.

³³⁰ But isn't it obvious that these two pairs of witnesses cannot combine their testimonies, since each of them are testifying about a different condition? The Gemara answers: Lest you say that all of those who testify to the existence of conditions can combine their testimonies to testify that a bill of divorce was given with a condition, it teaches us that this is not the case.

³³¹ MISHNA: If a resident of the region of Judea intending to embark on a journey to the Galilee said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and when he was going from Judea to the Galilee he reached Antipatris and he returned immediately, his condition is void and his wife is not divorced, even if he subsequently returns to the Galilee for longer than thirty days. The reason for this is because he reached the Galilee and returned to Judea within the time he had allotted.

³³² Similarly, if a resident of the region of the Galilee intending to embark on a journey to Judea said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and he was going from the Galilee to Judea, and he reached Kefar Otnai and returned immediately, his condition is void and his wife is not divorced, even if he subsequently returns to Judea for longer than thirty days.

³³³ Similarly, if a resident of Eretz Yisrael intending to embark on a journey to a country overseas said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and he was going to a country overseas, and he reached Akko and returned immediately, his condition is void and his wife is not divorced, even if he subsequently travels to a country overseas for longer than thirty days.

³³⁴ If a husband said to his wife: This is your bill of divorce if at any time I will depart from your presence for thirty consecutive days, then even if he was continually going and coming, going and coming, since he was not secluded with her during these thirty days, this is a valid bill of divorce.

³³⁵ GEMARA: The Gemara asks: Is this to say that Antipatris was in the Galilee? It appears from the mishna that Antipatris was on the border of the Galilee, since the condition of the resident of Judea became void by his reaching Antipatris and returning. And the Gemara raises a contradiction based on what is taught in a baraita (Tosefta 7:9): Antipatris is in Judea, and Kefar Otnai is in the Galilee. And with regard to the area between them, a stringent ruling is placed on it, and it is treated as though it is located in both Judea and the Galilee. If the husband who made such a condition reached this area and returned home, it is uncertain whether the condition attached to the bill of divorce was fulfilled. Therefore, there is uncertainty whether she is divorced

³³⁶ or whether she is not divorced.

³³⁷ Abaye said: It may be that Antipatris is in Judea and Kefar Otnai is in the Galilee. The mishna can be explained as follows: The husband was saying a statement including two conditions to her: If I arrive in the Galilee then this will be a bill of divorce immediately, or if I will tarry on the way for thirty days and I do not come back home, this will be a valid bill of divorce. If he reached Antipatris and returned within thirty days, as he did not arrive in the Galilee and he also did not tarry for thirty days, then his condition is void and his wife is not divorced.

³³⁸ The continuation of the mishna taught: This is your bill of divorce if I do not come back from now until the conclusion of thirty days. The Gemara asks: Is this to say that Akko is in a country overseas, and is not considered part of Eretz Yisrael? But didn't Rav Safra say: When the Sages would take leave from one another before departing Eretz Yisrael, they would take their leave in Akko, because it is prohibited to leave from Eretz Yisrael to go outside of Eretz Yisrael? This indicates that Akko is within Eretz Yisrael.

³³⁹ Abaye said: The husband was saying a statement including two conditions to her: If I arrive in a country overseas, then this will be a valid bill of divorce immediately, or if I tarry thirty days on the way and I do not come back home, this will be a valid bill of divorce. If he reached Akko and returned, as he did not reach a country overseas and he also did not tarry for thirty days, his condition is void and his wife is not divorced.

³⁴⁰ § The continuation of the mishna states: If a husband said to his wife: This is your bill of divorce if at any time I will depart from your presence for thirty consecutive days, then even if he was

continually going and coming, going and coming, since he was not secluded with her during these thirty days this is a valid bill of divorce. The Gemara challenges: But did he not pass from her presence during this time, as he was going and coming the entire time? Rav Huna said: What is the meaning of the term your presence in this context? It means sexual intercourse. His actual condition was that if he will not engage in sexual intercourse with her for thirty days then the bill of divorce will be valid. And why does he call sexual intercourse your presence? He employed a euphemistic expression when he made his condition.

³⁴¹ And Rabbi Yoḥanan disagreed and said: Actually, the husband means literally: Your presence, i.e., that he would not be in his wife's presence for thirty consecutive days. Is the mishna teaching that she is divorced immediately? No, it is teaching only that this is a valid bill of divorce. This means that although the condition was not fulfilled during these thirty days, since he was not secluded with her this is not considered to be an outdated bill of divorce, which the Sages said may not be used for divorce. And when, at some point in the future, the thirty days during which he does pass from her presence are fulfilled, this will be a valid bill of divorce.

³⁴² The Gemara comments that it is taught in a baraita (Tosefta 7:10) in accordance with the opinion of Rabbi Yoḥanan: If one says to his wife: This is your bill of divorce if at any time I will depart from your presence for thirty consecutive days, and he was going and coming, going and coming for the entire thirty days, since he was not secluded with her during that time, this is a valid bill of divorce. And one is not concerned that it is now considered an outdated bill of divorce, because he was not secluded with her.

³⁴³ The Gemara asks: But let there be a concern that perhaps he appeased his wife during this time that he was going and coming, and he was secluded with her. Rabba bar Rav Huna said: So said my father, my teacher, Rav Huna, in the name of Rav: The baraita is referring to a situation where the husband says: She is deemed credible by me to say that I did not come. Since the husband states explicitly that he believes her about this, if she said that he was not secluded with her then the bill of divorce remains valid.

³⁴⁴ There are those who teach this statement of Rav Huna in the name of Rav with regard to the mishna mentioned later on, which says that if the husband said to his wife: This is your bill of divorce from now if I do not come back from now until the conclusion of twelve months, and he died within twelve months, this is a valid bill of divorce. The Gemara asks: But let there be a concern that perhaps he appeased his wife during this time and was secluded with her. Rabba bar Rav Huna said: So said my father, my teacher, Rav Huna, in the name of Rav: The mishna is referring to a situation where the husband says: She is deemed credible by me to say that I did not come, and he did not appease her.

³⁴⁵ The Gemara comments: Concerning the one who taught that statement of Rav Huna in the name of Rav with regard to the mishna, all the more so would he teach this statement with regard to the baraita. Since he was constantly going and coming, the bill of divorce would be valid only if the husband stated that he trusts his wife to say that she was not secluded with him.

³⁴⁶ Concerning the one who taught this statement with regard to the baraita, it is possible that he taught this only with regard to the baraita, but with regard to the mishna, this is not the case, as he did not come back home within twelve months, but rather died. Therefore, even if he did not specify

that he trusts his wife to say whether or not they were secluded, there is no concern that perhaps he was secluded with her without anyone knowing about it.

³⁴⁷ MISHNA: If a husband says to his wife: This is your bill of divorce if I do not come back from now until the conclusion of twelve months, and he died within twelve months, it is not a valid bill of divorce. This is because the bill of divorce cannot take effect after the husband's death. As a result, she is bound by a levirate bond if her husband has no children.

³⁴⁸ By contrast, if he said to her: This is your bill of divorce from now if I do not come back from now until the conclusion of twelve months, and he died within twelve months, this is a valid bill of divorce. This is because the bill of divorce takes effect retroactively. Since he did not return within the year the condition was fulfilled.

³⁴⁹ If a husband said to others: If I do not come back from now until the conclusion of twelve months, write and give a bill of divorce to my wife, and they wrote a bill of divorce during the twelve months and gave it to her after twelve months had elapsed, it is not a valid bill of divorce because he instructed them to write the bill of divorce only after twelve months had elapsed.

³⁵⁰ Similarly, if he said to others: Write and give a bill of divorce to my wife if I do not come back from now until the conclusion of twelve months, and they wrote it during the twelve months but gave it to her after the twelve months, it is not a valid bill of divorce because he instructed them to write the bill of divorce only after twelve months had elapsed, when it was clear that he did not come back. Rabbi Yosei disagrees and says: In a case like this, it is a valid bill of divorce, as he did not tell them when to write the bill of divorce. Rather, he stipulated only the time of giving.

³⁵¹ If they wrote the bill of divorce after twelve months had elapsed, and gave it after twelve months had elapsed, but in the interim the husband died, if the giving of the bill of divorce occurred before the husband's death this is a valid bill of divorce. But if the husband's death occurred before the giving of the bill of divorce it is not a valid bill of divorce. And if it is not known which occurred first, this is a case where the Sages said there is uncertainty whether she is divorced or whether she is not divorced.

³⁵² GEMARA: The mishna states that if a husband said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of twelve months, and the husband died within that time, it is not a valid bill of divorce. With regard to this it is taught in a baraita: Our Rabbis disagreed and permitted her to marry without requiring ḥalitza because they hold that it is a valid bill of divorce.

³⁵³ The Gemara clarifies: Who are our Rabbis mentioned in this baraita? Rav Yehuda said that Shmuel said: They are the court that permitted consuming oil manufactured by gentiles. Why do they hold that this is a valid bill of divorce? They hold in accordance with the opinion of Rabbi Yosei, who says: The date written in a document proves when it takes effect. Whenever a document is dated it is assumed that the intent is for it to take effect from that date even if it does not state explicitly: From now.

³⁵⁴ Rabbi Abba, son of Rabbi Ḥiyya bar Abba, says that Rabbi Yoḥanan says: Rabbi Yehuda Nesia, son of Rabban Gamliel the son of Rabbi Yehuda HaNasi, taught this matter, and all of his colleagues [siato] did not concede to his opinion. And some say that all of his life [she'ato] they did not concede to his opinion.

³⁵⁵ Rabbi Elazar said to a certain elderly man who was a member of Rabbi Yehuda Nesia's court: When you permitted this woman to remarry, did you permit her to remarry immediately after her husband died or did you permit her only after twelve months? Did you permit her to remarry immediately after the husband died, because he will certainly not come back? Or perhaps you permitted her to remarry only after twelve months, because only then was the husband's condition fulfilled?

³⁵⁶ The Gemara asks: And let his dilemma be raised also with regard to the mishna, in the case where the husband said to his wife: This is your bill of divorce from now if I do not come back from now until the conclusion of twelve months, and he died within the twelve months, this is a valid bill of divorce. Is the bill of divorce valid immediately once the husband dies, because he will certainly not come back? Or perhaps the bill of divorce is valid only after twelve months have elapsed, because only then was his condition fulfilled? The Gemara answers: Yes, indeed so; this question can be asked with regard to the case in the mishna. And Rabbi Elazar asked that particular elder because he was present at that incident, and he could answer based on what actually occurred.

³⁵⁷ § Abaye said: Everyone concedes that in a case where the husband said to his wife that the bill of divorce will take effect once the sun emerges from its sheath [minnartikah],

³⁵⁸ he is saying to her that it will be valid once the sun comes out in the morning. And if the husband dies during the night, before sunrise, then this will be a bill of divorce after his death and is therefore invalid.

³⁵⁹ But if he said to her: On the condition that the sun will emerge from its sheath, then he is saying to his wife that the bill of divorce will take effect retroactively from now once the sun emerges. As Rav Huna says that Rav says: Anyone who states a condition employing the language: On the condition, is like one who states: The agreement will take effect retroactively from now.

³⁶⁰ The tanna'im disagreed only in the case of one who said to his wife: This will be your bill of divorce if the sun emerges from its sheath, and the husband died during the night. One Sage, referred to as: Our Rabbis, holds in accordance with the opinion of Rabbi Yosei, who says that the date written in a document proves when it takes effect, and it is as if the husband said: From today if I die, or as if he said: From now if I die. And one Sage, the unattributed tanna of the mishna, does not hold in accordance with the opinion of Rabbi Yosei, and it is as if the husband said only: If I die, in which case the bill of divorce is not valid because it cannot take effect after the husband's death.

³⁶¹ § The mishna states that if a husband says to others: Write and give a bill of divorce to my wife if I do not come back from now until the conclusion of twelve months, and they wrote it within the twelve months but gave it to her after twelve months, it is not a valid bill of divorce. Rabbi Yosei disagrees and says: It is a valid bill of divorce.

³⁶² Rav Yeimar said to Rav Ashi: Shall we say that Rabbi Yosei holds that in general, if he wrote a bill of divorce on condition then it is valid, even if the condition was not fulfilled? Rav Ashi replied: No, actually I could say to you that according to Rabbi Yosei it is invalid if the condition is not fulfilled, and here it is different. Since he could have said: If I do not come back within twelve months, write and give the bill of divorce to my wife, which would emphasize that they may write the document only if he does not come; but instead he said: Write and give a bill of divorce if I do not come back, this is what the husband is saying: Write the bill of divorce from now, and give it to my wife if I do not come back within twelve months. And what do the Rabbis hold? They hold that it

is no different whether the husband formulates his instructions like this and it is no different if the husband formulates his instructions like that. The court cannot differentiate based on the minor differences in the formulation.

³⁶³ § Since the mishna discussed conditions dependent on time, the Gemara cites a baraita on a similar topic. The Sages taught: If the husband said to his wife: This is your bill of divorce if I do not come back after a seven-year Sabbatical cycle, the word after means that the bill of divorce is not valid until a full year after the conclusion of the seven-year cycle. If he said: This is your bill of divorce if I do not come back after one year, it is not valid until one month after the end of that year. If he said: This is your bill of divorce if I do not come back after one month, it is not valid until one week after the end of the month.

³⁶⁴ The Gemara clarifies other similar cases not mentioned in the baraita. If the husband said: This is your bill of divorce if I do not come back after a week, then what is the halakha? The Gemara answers: Rabbi Zeira sat before Rabbi Asi, and some say that it was Rabbi Asi who sat before Rabbi Yoḥanan, and he said the following: Sunday and Monday and Tuesday are called after Shabbat. Wednesday and Thursday and Friday are all called prior to Shabbat.

³⁶⁵ It is taught in a baraita that Rabbi Yehuda HaNasi says: If a man says: This is your bill of divorce if I do not come back after the pilgrimage Festival, then the document is valid only thirty days after the festival. Rabbi Ḥiyya went out and taught this halakha in public in the name of Rabbi Yehuda HaNasi, and they praised it. He then taught it in the name of the majority, as an unattributed opinion, and they did not praise it. Apparently, the halakha is not in accordance with this ruling. Consequently, the Sages did not praise Rabbi Ḥiyya when he taught it as if it were a majority ruling, as that would cause it to be accepted as halakha.

Chapter 8

¹ MISHNA: In a case of one who throws a bill of divorce to his wife, and she is in her house or in her courtyard at the time, then she is divorced as though he placed the bill of divorce in her hand. If he threw it to her in his house or in his courtyard, even if the bill of divorce is with her in the bed, she is not divorced. If he threw the bill of divorce into her lap, or into her basket [kaltah], she is divorced, even if she was in her husband's house at the time.

² GEMARA: From where are these matters derived? What is the basis for the halakha that when the husband throws the bill of divorce into his wife's house or courtyard, the divorce takes effect? The Gemara answers: It is as the Sages taught: The verse states with regard to a bill of divorce: "And gives it in her hand" (Deuteronomy 24:1), from which I have derived that she is divorced only if he actually places it in her hand. But from where do I derive that she is divorced even if he places it on her roof, in her courtyard, or in her enclosure? The verse states: "And gives it," indicating that she is divorced in any case, regardless of the manner in which he gives her the bill of divorce.

³ And that is also taught in a baraita with regard to a thief. It is written: "If the theft be found in his hand" (Exodus 22:3), from which I have derived that one is liable for theft only when the stolen item was found in his hand. But from where do I derive that one is liable for theft even if it was found on his roof, in his courtyard, or in his enclosure, i.e., if the item reached his domain and he secured it

with the intent to steal it? The verse states: “If the theft be found,” indicating that he is liable in any case, whether it was found in his hand or in his domain.

⁴ The Gemara comments: And it is necessary to teach this halakha in both cases. As if the Torah had taught us only with regard to a bill of divorce, one could have said: Because a husband divorces his wife against her will, the divorce is effective regardless of how the husband places the document in her possession. But a thief, who is not accountable for theft that he performs against his will, say no, he is liable only when he actually steals the item with his hand, and not when it enters his domain by other means.

⁵ And if the Torah had taught us only with regard to a thief, one could have said: Because the Merciful One penalized the thief, obligating him to pay double the value of the item, it is clear that the Torah is strict with a thief. Similarly, the Torah also deemed him responsible for an item that was not actually in his hand. But with regard to a bill of divorce, say no, the divorce is not effective unless the husband places the document in her hand. Therefore, it is necessary to teach this halakha in both cases.

⁶ § It was taught in the mishna that if the husband threw the bill of divorce into his wife’s courtyard, she is divorced. The Gemara asks: How can she own a courtyard of her own? There is a principle: That which a woman acquired is acquired by her husband, which indicates that the husband has the rights to all profits generated by his wife’s property. Therefore, for all intents and purposes, the courtyard belongs to him for the duration of their marriage.

⁷ Rabbi Elazar says: The mishna is referring to a case where the husband writes to his wife: I have no legal dealings or involvement in your property, thereby relinquishing any ownership rights to her property.

⁸ The Gemara asks: And when he writes this to her, what of it? But isn’t it taught in a baraita: One who says to another with whom he owns a field in a partnership: I have no rights and claims to this field, or: I have no involvement with it, or: My hand is removed from it; it is as though he said nothing, since these expressions are not considered to be a withdrawal of his rights to the field.

⁹ The Gemara answers: They say in the school of Rabbi Yannai: The case is one where he writes to her and she is still only betrothed; he has yet to obtain ownership of her property, being that his rights to his wife’s property are only actuated at the time of the marriage. And this is in accordance with the statement of Rav Kahana, as Rav Kahana says: With regard to an inheritance that comes to a person from another place, i.e., it is not an inheritance from his father, a person can stipulate about it from the outset that he should not inherit it, and this condition is effective in annulling his rights to the inheritance. This teaches that as long as the property has not yet entered his possession, he can withdraw his rights to it.

¹⁰ And this is in accordance with the statement of Rava, as Rava says: One who says:

¹¹ I do not want to avail myself of the ordinance of the Sages that was instituted on my behalf, such as in this scenario, we listen to him.

¹² The Gemara asks: What is referred to by the words: Such as in this scenario? What case did Rava refer to that he indicated that in similar situations the halakha is the same? The Gemara explains that Rava was referring to that which Rav Huna says that Rav says. As Rav Huna says that Rav says: A woman can say to her husband: I do not wish to be sustained by you, and I will not do work for you.

Although the Sages instituted on her behalf that she would be sustained in exchange for her work, she has the choice of waiving that right if she prefers to retain her earnings. Rava adds that in any similar case where the Sages instituted an ordinance for one's benefit, he can say that he does not wish to accept this rabbinic ordinance if it does not assist him.

¹³ Rava said that one can resolve the question about the wife's ability to acquire a bill of divorce in a courtyard in a more direct way: Is that to say that her hand is not acquired by her husband? Yet despite the fact that he owns her hand, she is divorced once she receives a bill of divorce in her hand. Rather, one must say that her bill of divorce and her hand, i.e., her complete ownership over her hand, enter her possession simultaneously. Since the bill of divorce releases her from her obligations to her husband, at that moment she acquires full rights to her hand. Here too, in the case of her courtyard, one can say that her bill of divorce and her courtyard enter her possession simultaneously, as her husband's rights to her property are terminated at the time of divorce.

¹⁴ Ravina said to Rav Ashi: Was it difficult for Rava to understand the halakha that one can effect divorce by placing a bill of divorce in the hand of a woman? Why is this difficult? Though the rights to her earnings belong to the husband, does her hand itself belong to him? Therefore, since a woman owns her hand, she is divorced once she receives the bill of divorce in her hand; and it is not necessary to apply the principle that the bill of divorce and her hand enter her possession simultaneously. Therefore, there is no proof that the bill of divorce and her courtyard enter her possession simultaneously.

¹⁵ Rav Ashi said to him: It was difficult for Rava to understand the halakha that one can effect emancipation by placing a bill of manumission in the hand of a slave, as follows: According to the one who says that a slave can be emancipated with a bill of manumission by receiving the bill himself, one can ask: How is this effective? Isn't the hand of a slave like the hand of his master, as the master owns the slave's body? Therefore, when the master gives the bill of manumission to his slave, it is as though he gave it to himself, and the bill is never considered as having reached the slave's domain. How can the slave be emancipated in this manner? Rather, one must say that his bill of manumission and his hand enter his possession simultaneously. So too, with regard to a woman's courtyard, one can explain that her bill of divorce and her courtyard enter her possession simultaneously.

¹⁶ § The Gemara relates that there was a certain person on his deathbed who wrote a bill of divorce for his wife toward the evening of the coming of the Shabbat, but he did not manage to give it to her. The next day his condition intensified and he was unable to give her the bill of divorce. People came before Rava to ask what they should do. He said to them: Go tell him to transfer to her ownership of that place where the bill of divorce is resting, and she should go and close the door and open it and assert ownership over it, thereby acquiring the place together with the bill of divorce that is in it.

¹⁷ As we learned in a mishna (Bava Batra 42a): If one locked, fenced in, or breached any amount, this is a valid act of taking possession through which land is acquired.

¹⁸ Rav Ilish said to Rava: How will it help for her to acquire the place, since that which a woman acquired is acquired by her husband? Rava was embarrassed that he issued an incorrect ruling.

¹⁹ Ultimately, it was revealed that she was a betrothed woman. Rava said: I ruled correctly, as even if they said with regard to a married woman that everything she acquires belongs to her husband, would they say the same with regard to a betrothed woman? A betrothed woman's hand is not considered to

be like the hand of her husband. Rava then said: There is no difference if she is a betrothed woman, and there is no difference if she is a married woman, as her bill of divorce and her courtyard enter her possession simultaneously.

²⁰ The Gemara asks: But didn't Rava already say this halakha, that her bill of divorce and her courtyard enter her possession simultaneously, at the outset? The Gemara answers: When Rava said this halakha, he said it in connection with this very incident.

²¹ § It was taught in the mishna that if a husband throws his wife a bill of divorce and she is in her house, then she is divorced. Ulla says: This is only if she is standing next to her house and next to her courtyard, as only then will her house and courtyard acquire it for her. Rabbi Oshaya says: Even if she is in Tiberius and her courtyard is in Tzipori, or if she is in Tzipori and her courtyard is in Tiberius, she is divorced.

²² The Gemara challenges this: But isn't it taught in the mishna that she is in her house and in her courtyard? The Gemara answers: This is what the mishna is saying: And she is considered to be like one who is in her house; and she is considered to be like one who is in her courtyard. This means that since it is a courtyard that is secured with her knowledge, it is as though she is there, and she is divorced.

²³ The Gemara suggests: Let us say that they disagree about this issue: One Sage, Ulla, holds that a courtyard is included in the areas where she can obtain ownership of a bill of divorce as an extension of her hand. Consequently, it has the same halakhot as her hand, so that just as her hand is close to her, so too, her courtyard must be close to her in order for her to acquire the bill of divorce through it. And one Sage, Rabbi Oshaya, holds that a courtyard is included in the areas where she can obtain ownership of a bill of divorce as an extension of agency, and therefore, like an agent, her courtyard can acquire the bill of divorce for her when she is far away.

²⁴ The Gemara rejects this: No, everyone agrees that a courtyard is included in the areas where she can obtain ownership of a bill of divorce as an extension of her hand. They disagree about how it is compared to her hand. One Sage, Ulla, holds that it is entirely like her hand. Just as her actual hand is next to her, so too, her courtyard, which is an extension of her hand, acquires the bill of divorce when it is next to her.

²⁵ And the other Sage, Rabbi Oshaya, holds that if you derive matters in this way, you should say that just as her actual hand is attached to her, so too, her courtyard can acquire a bill of divorce only when it is attached to her, which cannot be. Rather, the comparison is as follows: Her courtyard is like her actual hand, and just as her hand is secured with her knowledge, so too, only her courtyard that is consciously secured by her can acquire a bill of divorce for her. This serves to exclude her courtyard that is not consciously secured by her, i.e., that she has no control over, which cannot acquire a bill of divorce for her, since it is not similar to her hand.

²⁶ § The Gemara relates that there was a certain man who threw a bill of divorce to his wife while she was standing in a courtyard. The bill of divorce went and fell onto a board of wood. Rav Yosef said: We see the precise circumstance: If the board encompassed an area of four cubits by four cubits, it thereby is considered to be a separate domain of its own and is not included in the courtyard within which she was standing, and she is consequently not divorced. And if the board was not that large, it is part of the courtyard and it is all one domain, and she is therefore divorced.

²⁷ The Gemara clarifies: With what are we dealing here? If we say that the incident occurred in her courtyard, if the board had an area of four cubits, what of it? Since the board belongs to her as well, it should still be an effective divorce. Rather, say that the incident occurred in his courtyard; but then, even if the board did not have an area of four cubits, what of it? Since none of it belongs to her, why would it be an effective divorce?

²⁸ The Gemara answers: No, it is necessary in a case where he lent her the place, i.e., the courtyard, as a means to acquire the bill of divorce. And since people lend one place, but people do not lend two places, if the board is considered to be a separate domain then it was not included in the courtyard that was lent to her, and it would therefore not be an effective divorce.

²⁹ The Gemara notes: And we said that this is the halakha only in a case where the place onto which the bill of divorce fell was not ten handbreadths higher than the courtyard. But if the place onto which the bill of divorce fell was ten handbreadths higher, even though the board did not have an area of four cubits, it is still considered to be a separate domain.

³⁰ And we said that this is the halakha only in a case where the place onto which the bill of divorce fell does not have

³¹ a modifier, meaning that this board is not referred to by a unique name. But if it has a modifier, even though it is not ten handbreadths higher than the courtyard, and even though the board did not have an area of four cubits, it is still considered to be a separate domain, and it would therefore not be an effective divorce.

³² § It was taught in the mishna that if he throws a bill of divorce to his wife while she is in his house, she is not divorced, even if the bill of divorce is with her in the bed, i.e., he throws it onto the bed in which she is sitting or lying. Rava says: They taught this only in a case where he throws the bill of divorce to her and it is with her in his bed. But if he throws the bill of divorce to her and it is with her in her bed, then she is divorced.

³³ This is also taught in a baraita: Rabbi Eliezer says: If he throws the bill of divorce to her when she is in his bed, she is not divorced; if he throws it to her when she is in her bed, she is divorced.

³⁴ The Gemara asks: And if he throws the bill of divorce to her in her bed, is she divorced? But the bed is like vessels of a buyer that are in the domain of the seller, since the bed that belongs to her is in the house of the husband. Can you conclude from here that even if the vessels of a buyer are in the domain of the seller, the buyer acquires anything that is deposited into his vessels? This issue is disputed elsewhere. Some hold that when a vessel of the buyer is in the domain of the seller, the vessel cannot serve to acquire an item on behalf of the buyer.

³⁵ The Gemara answers: No, it is necessary to state this halakha in a case where the bed is ten handbreadths high, as then the bed is considered to be its own domain. The Gemara challenges this: But there is the place on which the legs of the bed are standing; the legs are standing in the husband's domain. The Gemara answers: People are not particular about the place of the legs of the bed since it is so small. Therefore, since the bed is considered to be its own domain, it is not considered to be within the domain of the husband.

³⁶ § It was taught in the mishna that if the husband threw the bill of divorce into her lap, or into her basket, then she is divorced, even if she is in her husband's house at that time. The Gemara asks: Why is she divorced? Is this not like a case of the vessels of a buyer that are in the domain of the

seller, with regard to which there is a dispute concerning whether the vessels can serve to acquire an item on the buyer's behalf?

³⁷ Rav Yehuda says that Shmuel says: The mishna is referring to a case where her basket was hanging from her body, and therefore it is not considered to be within the domain of the husband. And so Rabbi Elazar says that Rabbi Oshaya says: The mishna is referring to a case where her basket was hanging from her body. And Rabbi Shimon ben Lakish says: If it was tied to her then that is enough, even though it is not hanging from her body.

³⁸ Rav Adda bar Ahava says: The mishna is referring to a case where her basket was placed between her thighs and is therefore in the place where she is sitting, and since her husband is not particular about the place in which she is sitting, it is considered her domain. Rav Mesharshiyya bar Rav Dimi says: The mishna is referring to a case where her husband was a basket seller, and therefore is not particular about the place where the basket is since his whole courtyard is full of baskets, and it is therefore considered to be her domain.

³⁹ Rabbi Yoḥanan says: There is no need for these explanations, since the place of her lap belongs to her, and the place of her basket belongs to her. Rava said: What is the reasoning of Rabbi Yoḥanan's statement? Because a person is not particular, not about the place of his wife's lap, nor about the place of her basket, it is as though he transferred ownership of the place to her for her use.

⁴⁰ This is also taught in a baraita: If he threw the bill of divorce to her into her lap, or into her basket, or into anything that is like her basket, then she is divorced.

⁴¹ The Gemara analyzes the wording of the baraita: What is included by the expansive term: Anything that is like her basket? It serves to include the basket [taska] from which she eats dates, as he is not particular about its place as well.

⁴² MISHNA: If he said to his wife: Take this promissory note, and it was a bill of divorce, or she found it behind him and he did not tell her what it was but she reads what is written in it and discovers that it is her bill of divorce, it is not a valid bill of divorce until he says to her: This is your bill of divorce.

⁴³ If he gave it to her in her hand and she was sleeping, and he then woke her, and when she reads what is written in it, she finds that it is her bill of divorce, it is not a valid bill of divorce until he says to her: This is your bill of divorce.

⁴⁴ GEMARA: Apropos the mishna's statement that if she found the bill of divorce behind him, it is not a valid bill of divorce until he says: This is your bill of divorce, the Gemara asks: And when he says to her: This is your bill of divorce, what of it? Why is it considered to be a valid bill of divorce if it was not given to her in the proper manner, being that it is as though he told her: Take your bill of divorce from where it is placed on the ground?

⁴⁵ And Rava says that if one says to his wife: Take your bill of divorce from where it is placed on the ground, it is as though he didn't say anything and it is not a valid bill of divorce, since a woman is divorced only when the bill of divorce is given to her by her husband. The Gemara answers: Say that the bill of divorce was not placed on the ground behind him, but rather she pulled it out from behind him. In other words, the bill of divorce was tucked into his belt and she pulled it out. Consequently, she received the bill of divorce from him.

⁴⁶ The Gemara challenges this: If she pulled it out, it is also not a valid bill of divorce, since it is required that the directive: “And gives it in her hand” (Deuteronomy 24:1), be fulfilled, and in this case it is not fulfilled, since he did not give it to her; rather, she took it. The Gemara answers: No, it is necessary in a case where he bent [da’arak] his waist over toward her and she pulled it out, and by extending his waist to her, it is as though he gave the bill of divorce to her.

⁴⁷ This is also taught in a baraita (Tosefta 8:1): If he said to his wife: Take this promissory note, or if she pulled it out from behind him, read it, and saw that it is her bill of divorce; it is not a valid bill of divorce until he says to her: This is your bill of divorce. This is the statement of Rabbi Yehuda HaNasi. Rabbi Shimon ben Elazar says: Actually, it is not a valid bill of divorce until he takes it from her and gives it to her again, and says to her: This is your bill of divorce.

⁴⁸ The baraita continues: If he gave it to her in her hand, and she was sleeping, and he then woke her, and when she reads what is written in it, she finds that it is her bill of divorce; it is not a valid bill of divorce until he says to her: This is your bill of divorce. This is the statement of Rabbi Yehuda HaNasi. Rabbi Shimon ben Elazar says: It is not a valid bill of divorce until he takes it from her and gives it to her again, and says to her: This is your bill of divorce.

⁴⁹ The Gemara notes: And it is necessary to mention this dispute in both cases. As if this dispute would have been stated only with regard to the cases in the first clause, one could assume that Rabbi Yehuda HaNasi is saying his opinion specifically with regard to the cases in this clause, because she is subject to being divorced, since she is awake and able to receive a bill of divorce, even though he did not tell her that this is a bill of divorce. But if he gave it to her in her hand and she was sleeping, she is not subject to being divorced since while she is sleeping she is a person who lacks the halakhic competence required to receive a bill of divorce. Therefore, one could say that Rabbi Yehuda HaNasi concedes to Rabbi Shimon ben Elazar that giving the bill of divorce while she was sleeping is totally not valid. It was therefore necessary to mention that Rabbi Yehuda HaNasi disagrees in this case, as well.

⁵⁰ And if this dispute would have been stated only with regard to this case, where she was sleeping, one could assume that specifically with regard to this case Rabbi Shimon ben Elazar is saying that he must give her the bill of divorce a second time. But in the other case, in which she was awake, one could say that he concedes to Rabbi Yehuda HaNasi. Therefore, it is necessary to mention this dispute in both cases.

⁵¹ Rava says: If he wrote a bill of divorce for her, and he placed it in the hand of her slave when he is sleeping and she is guarding him, it is a valid bill of divorce. Within the context of the halakhot of divorce, a slave has the same status as land, in the sense that both belong to their owner. Therefore, when the husband places the bill of divorce in the slave’s hand, it is as though he placed it into her courtyard. If her slave was awake, it is not a valid bill of divorce because he is like a courtyard that is not consciously secured by her. Since he guards himself, he therefore does not acquire it on her behalf.

⁵² Rava continues: If he is sleeping and she is guarding him, it is a valid bill of divorce. The Gemara asks: But why; isn’t it true that the slave is like a mobile courtyard, and a mobile courtyard does not acquire items on behalf of its owner?

⁵³ And if you would say that a case in which he is sleeping is different because he is currently not moving, but didn’t Rava say: In any case in which if he would be moving he would not acquire

items, then even if he is standing or sitting, he also does not acquire items? The Gemara concludes: And this halakha that Rava said, indicating that it is a valid bill of divorce, applies only where the slave is bound and sleeping, since in that case placing the bill of divorce in his hand is like placing it in her hand.

⁵⁴ MISHNA: If the woman was standing in the public domain and her husband took the bill of divorce and threw it to her, if it fell closer to her, she is divorced, and if it fell closer to him, she is not divorced. If it is equally balanced, there is uncertainty as to whether she is divorced or whether she is not divorced. And the same halakhot apply with regard to betrothal.

⁵⁵ And the same halakhot apply with regard to a debt. If his creditor said to him: Throw the payment for my debt to me, and he threw it to him and the money fell closer to the creditor, the creditor acquired the payment. The debtor is absolved of his obligation to pay even if the money did not reach the creditor's hand, e.g., it was stolen or lost after it was thrown and before the creditor was able to take it. If it fell closer to the debtor and the money was lost, the debtor is still obligated to pay. If it was equally balanced and was lost, the two of them divide it, i.e., the debtor owes half of the amount.

⁵⁶ GEMARA: The Gemara clarifies that which was taught in the mishna: What is considered closer to her, and what is considered closer to him? Rav says: If it fell within four cubits of her, this is what was meant by the mishna's statement: Closer to her; if it fell within four cubits of him, this is what was meant by: Closer to him.

⁵⁷ The Gemara asks: What is considered midway? Rabbi Shmuel bar Rav Yitzhak says: Such as when the two of them were standing within the same four cubits.

⁵⁸ The Gemara asks: And let us see which of them preceded the other into these four cubits, and the four cubits would then be considered as belonging to that person. And if you would say that both of them came simultaneously, but isn't there a principle that it is impossible to be so precise? It is not possible that both events occurred at exactly the same time, and it is certain that one of them arrived there before the other.

⁵⁹ Rather, Rav Kahana said: Here we are dealing with a case of precisely eight cubits, where his four cubits are adjacent to her four cubits,

⁶⁰ and the bill of divorce extends from his four cubits into her four cubits, meaning that part of the bill of divorce is in his four cubits, and part is in hers. Therefore, in this case there is uncertainty whether she is divorced or whether she is not divorced.

⁶¹ The Gemara asks: But isn't the bill of divorce still attached to him, since part of it is within his four cubits, and therefore it cannot be considered as if he gave her the bill of divorce completely? Rather, one should explain as Rabba and Rav Yosef both say: Here we are dealing with two groups of witnesses; one says that the bill of divorce fell closer to him, and one says that the bill of divorce fell closer to her. Therefore, the expression in the mishna, equally balanced, is referring not to distance but to opinions.

⁶² As opposed to Rav, who explained that in the mishna, the word closer meant within four cubits, Rabbi Yoḥanan says: We learned that closer to her means that the bill of divorce was actually closer to her, even if it was one hundred cubits away from her. And we learned that closer to him means that it was actually closer to him, even if it was one hundred cubits away from him.

⁶³ The Gemara asks: According to the explanation offered by Rabbi Yoḥanan, what are the circumstances of when it was equally balanced? Rav Shemen bar Abba said: This was explained to me personally by Rabbi Yoḥanan himself: If it is so positioned that he can guard it and she cannot guard it, this is considered closer to him. If it is so positioned that she can guard it and he cannot guard it, this is considered closer to her. If it is so positioned that the two of them can guard it, or the two of them cannot guard it, this is considered equally balanced.

⁶⁴ The Rabbis said this explanation before Rabbi Yoḥanan in the name of Rabbi Yonatan, and Rabbi Yoḥanan said in amazement: Do our Babylonian friends know how to explain in accordance with this explanation? Rabbi Yoḥanan was astonished that they also understood the issue as he did.

⁶⁵ This is also taught in a baraita (Tosefta 8:1): Rabbi Eliezer says: With regard to any bill of divorce that is closer to her than it is to him, and a dog came and took it before the bill of divorce reached her hand, she is not divorced. The Gemara asks: Why is it that she is not divorced? Once it was closer to her, before the dog took it, the divorce should have taken effect. Must she continue guarding her bill of divorce indefinitely, even after the bill of divorce took effect?

⁶⁶ The Gemara answers: Rather, is it not that this is what Rabbi Eliezer is saying: With regard to any bill of divorce that is closer to her than it is to him, and if a dog were to come and attempt to take it, he would be able to guard it and she would not be able to guard it, in that case she is not divorced, as the bill of divorce is considered in his domain.

⁶⁷ Shmuel said to Rav Yehuda: One with large teeth [shinnana], i.e., a nickname for Rabbi Yehuda, when they said: Closer to her, it meant so that she could bend down and take it. And you should not perform an action to permit a divorcing woman to remarry until the bill of divorce actually reaches her hand.

⁶⁸ Rav Mordekhai said to Rav Ashi: There was an incident like this, in which the bill of divorce was closer to the woman than to the man and it was then lost; and, after her husband died, they required the woman to engage in the ritual through which the yavam frees the yevama of her levirate bonds [ḥalitza] in order to permit her to marry, due to uncertainty. They did not rely on the bill of divorce that was given to the woman, since it never actually reached her hand.

⁶⁹ § The mishna stated the halakha about a bill of divorce that was closer to him or her, and the mishna added: And the same halakhot apply with regard to betrothal. Rabbi Asi says that Rabbi Yoḥanan says: They said these halakhot only with regard to bills of divorce, but not with regard to another matter.

⁷⁰ Rabbi Abba raised an objection to the statement of Rabbi Asi from what was explicitly taught in the mishna: And the same halakhot apply with regard to betrothal. He responded: It is different there with regard to betrothal, as it is written: “And she departs out of his house, and goes and becomes another man’s wife” (Deuteronomy 24:2). The Torah thereby compares betrothal, through the use of the word “becomes,” to divorce, through the use of the words “and she departs,” so one can learn the halakhot of betrothal from the halakhot of divorce. One cannot learn halakhot concerning other matters from divorce.

⁷¹ Another objection to his statement was raised based on what is taught in a baraita: And the same halakhot apply with regard to a debt. If a creditor said to a debtor: Throw the payment for my debt to me, and he threw it to him and the money fell closer to the creditor, the debtor merits, i.e., his debt is

repaid. If it fell closer to the debtor and the money was lost, the debtor is still obligated to pay. If it was equally balanced and was lost, the two of them divide it, i.e., the debtor owes half of the amount. Accordingly, the halakhot of debts are compared to the halakhot of divorce.

⁷² The Gemara answers: Here we are dealing with a case where the creditor said to the debtor: Throw the payment for my debt to me, and you will be absolved of your obligation to pay through this. The Gemara challenges this: If so, what is the purpose of stating this? Since he made an explicit stipulation, it is obvious that the outcome will be in accordance with his stipulation. The Gemara answers: No, it is necessary in a case where the creditor said to the debtor: Throw the payment for my debt to me according to the procedure in effect with bills of divorce, meaning that the halakha that applies to divorce should apply here too.

⁷³ The Gemara asks: And still, what is the purpose of stating this, since the creditor stipulated explicitly: According to the procedure in effect with bills of divorce? The Gemara answers: Lest you say that the creditor can say to the debtor: I am teasing you, and what I stipulated has no validity. Therefore the mishna teaches us that if he stipulated that it should be treated as a bill of divorce, then his stipulation takes effect.

⁷⁴ § Rav Ḥisda says: If the bill of divorce was in her hand and a string tied to the bill of divorce was in his hand, as he gave her the bill of divorce in this way, if the husband can still pull the bill of divorce out of her hand and bring it to him, she is not divorced; and if he is not able to do so, she is divorced.

⁷⁵ What is the reason that she is not divorced, despite the fact that he gave her a bill of divorce? The reason is that we require severance, and it is lacking, since the husband still has a hold on the bill of divorce.

⁷⁶ Rav Yehuda says: If her hand was positioned like a slope and he threw it to her, despite the fact that the bill of divorce reached her hand, she is not divorced, since it cannot remain in her hand and will fall out.

⁷⁷ The Gemara asks: Why? But when the bill of divorce falls from her hand, it falls within her four cubits. The Gemara answers: Rav Yehuda is discussing a case where the bill of divorce did not rest within her four cubits. Rather, it fell further away.

⁷⁸ The Gemara asks: But why not let her be divorced because the bill of divorce was in the airspace of her four cubits? And if you do not say this, then resolve the dilemma that Rabbi Elazar raised with regard to the four cubits that the Sages stated in the halakhot of acquisition: Do they have airspace with the same legal status or do they not have airspace? Resolve that dilemma from here, i.e., that they do not have airspace.

⁷⁹ The Gemara rejects this: One cannot resolve the dilemma from here since it is possible to say that here we are dealing with a woman who is standing at the riverbank, as the bill of divorce stands to be destroyed from the outset, since if it does not remain in her hand it will fall into the river. In such a case, everyone agrees that the airspace of the four cubits does not acquire the item.

⁸⁰ MISHNA: If a woman was standing on top of the roof and her husband was standing below, and he threw a bill of divorce to her, once the bill of divorce reaches the airspace of the roof, she is divorced. If he was above on the roof and she was below, and he threw it to her, once it leaves the

area of the roof, even if the wording was erased or the document was burned before it fell to the ground, she is divorced.

⁸¹ GEMARA: The Gemara asks: But isn't the airspace of the roof unsecured? Since the bill of divorce can be blown away from the roof by the wind, it should be considered an unsecured courtyard, which does not acquire items. If so, why is she divorced once the bill of divorce reaches the airspace of the roof? Rav Yehuda said that Shmuel said: We are dealing with a roof that has a parapet. Therefore, it is like a secured courtyard, since the bill of divorce cannot be blown away.

⁸² Ulla bar Menashya said in the name of Avimi that there is another answer: Here we are dealing with a case in which the bill of divorce is within three handbreadths of the roof, as anything within three handbreadths of the roof is considered to be like the roof itself, based on the principle that views two solid surfaces as connected if the gap between them is less than three handbreadths wide.

⁸³ § It was taught in the mishna: If he was above and she was below, and he threw the bill of divorce to her, once it leaves the area of the roof, she is divorced. The Gemara asks: But isn't the airspace of the courtyard not secured, since the bill of divorce can be blown out of the courtyard by the wind? Rav Yehuda says that Shmuel says: We are discussing a case where the lower partitions in the courtyard extend beyond the upper partitions on the roof, so that the bill of divorce will certainly fall in the courtyard.

⁸⁴ And so Rabbi Elazar says that Rabbi Oshaya says: We are discussing a case where the lower partitions extend beyond the upper partitions. And so Ulla says that Rabbi Yoḥanan says: We are discussing a case where the lower partitions extend beyond the upper partitions.

⁸⁵ Rabbi Abba said to Ulla: In accordance with whose opinion is this halakha that once the bill of divorce enters the woman's domain, it is considered as though it was given to her, even though it was destroyed before it landed on the ground? Is it in accordance with the opinion of Rabbi Yehuda HaNasi, who said that with regard to the prohibition of transferring an item from one domain to another on Shabbat, an object in airspace is considered at rest? This means that any item in the airspace of a domain is considered to be placed within that domain.

⁸⁶ Ulla said to him: You can even say that the mishna is in accordance with the opinion of the Rabbis, who disagree with Rabbi Yehuda HaNasi, since the Rabbis disagree with Rabbi Yehuda HaNasi only with regard to Shabbat. They maintain that with regard to the halakhot of Shabbat, the item must actually come to rest in the domain to which it was transferred; while it is in the air, it is not considered as though it has landed on the ground. But here, in the case of divorce, it is because the bill of divorce is secured that she is divorced, and in this case it is secured while within the airspace of the partitions.

⁸⁷ And so Rabbi Asi says that Rabbi Yoḥanan says: We are discussing a case where the lower partitions in the courtyard extend beyond the upper partitions on the roof. Rabbi Zeira said to Rabbi Asi: In accordance with whose opinion is this halakha? Is it in accordance with the opinion of Rabbi Yehuda HaNasi, who says that an object in airspace is considered at rest?

⁸⁸ Rabbi Asi said to him: You can even say that the mishna is in accordance with the opinion of the Rabbis, since the Rabbis disagree with Rabbi Yehuda HaNasi only with regard to Shabbat. But here, it is because the bill of divorce is secured that she is divorced, and in this case it is secured while within the airspace of the partitions.

⁸⁹ § It was taught in the mishna that once the bill of divorce leaves the domain of the roof, even if the writing was erased before it reached her hand, she is divorced with it. Rav Naḥman says that Rabba bar Avuh says: They taught this halakha only when the writing was erased when it had already left the confines of the roof and was on its descent, entering her domain. But if the writing was erased while it was on its ascent, i.e., as it arched upward before falling down, then no, she is not divorced. What is the reason for this? Because initially, before it began its descent, the bill of divorce is not destined to land in her domain, since it could be blown elsewhere. Consequently, it cannot be considered as though it is already resting in her courtyard at that time.

⁹⁰ It was taught in the mishna that once the bill of divorce leaves the domain of the roof, even if the document was burned before it reached her hand, she is divorced with it. Here, as well, Rav Naḥman says that Rabba bar Avuh says: They taught this halakha only when the throwing of the bill of divorce preceded the fire. But if the fire preceded the throwing of the bill of divorce, then the woman is not divorced. What is the reason for this? Because initially, when the bill of divorce was thrown, it was heading toward being burned, and therefore it is considered that he never gave her a bill of divorce.

⁹¹ § Rav Ḥisda says: Domains are divided with regard to bills of divorce. If there are several areas within the same domain, e.g., a house and a courtyard, or a courtyard and a roof, they are not all considered a single domain with regard to bills of divorce. Rather, each one is considered to be a separate domain.

⁹² Rami bar Ḥama said to Rava: From where does the Elder, i.e., Rav Ḥisda, derive this halakha? Rava said to him: It is derived from the mishna that taught: If the woman was standing on the top of the roof and her husband threw a bill of divorce to her from below, once the bill of divorce reaches the airspace of the roof, she is divorced.

⁹³ Rava explains: With what are we dealing? If we say that we are dealing with a case of her roof and her courtyard, why do I require the bill of divorce to reach the airspace of the roof in order for her to be divorced? Even if the bill of divorce remained in the courtyard, she would be divorced, since it is her courtyard.

⁹⁴ Rather, we must be dealing with a case of his roof and his courtyard. But when the bill of divorce reaches the airspace of the roof, what of it? Why is she then divorced, if the bill of divorce has not left his domain?

⁹⁵ Rather, it is obvious that we are dealing with a case of her roof and his courtyard. Rava questions this conclusion: Say the latter clause of the mishna, which taught: If he was above on the roof and she was below, and he threw it to her, once it leaves the area of the roof, even if the wording was erased or the document was burned before it fell to the ground, she is divorced. And if we are dealing with a case of her roof and his courtyard, why is she divorced? Rather, it is necessary to say that we are dealing with a case of his roof and her courtyard.

⁹⁶ Rava asks: Is it possible that the first clause in the mishna is dealing with a case of her roof and his courtyard, and the latter clause in the mishna is dealing with a case of his roof and her courtyard? How could the same mishna discuss two halakhot where each one is dealing with a different reality, without mentioning this distinction?

⁹⁷ Rava explains Rav Ḥisda's inference: Rather, is it not so that the mishna is dealing with a case where both the roof and the courtyard belong to him, but he lent her a place in his domain wherein she could acquire her bill of divorce, and she is standing in that place? In the first clause he lent her the roof, and in the second clause he lent her the courtyard, Consequently, only once it reaches that domain is she divorced. The reason why she does not acquire the bill of divorce until it reaches the specific domain that he lent her is that people lend only one place; people do not lend two places. Rav Ḥisda understood that one can infer from the mishna that the courtyard and roof remain as separate domains, and concludes that, with regard to bills of divorce, different areas in one domain are considered to be multiple domains.

⁹⁸ Rami bar Ḥama said to Rava: Are the cases comparable? Perhaps this case is as it is and that case is as it is, i.e., the first clause in the mishna is dealing with a case of her roof and his courtyard, and the latter clause is dealing with a case of his roof and her courtyard. In some instances, one mishna deals with two different cases. Therefore, the mishna is not an adequate proof for Rav Ḥisda's statement.

⁹⁹ Rava says: There are three unique qualities with regard to bills of divorce, as compared to the halakhot of Shabbat. The first is that which Rabbi Yehuda HaNasi says: An object in airspace is considered at rest; and the Rabbis disagree with him. This matter about which they disagree applies only with regard to Shabbat. But here, in the case of divorce, it is because the bill of divorce is secured that she is divorced; and once the bill of divorce is within the airspace of the partitions, it is secured and the Rabbis agree that she is divorced.

¹⁰⁰ And the second matter is that which Rav Ḥisda says concerning the halakhot of Shabbat: In the case of one who embedded a reed in the ground of a private domain, and on its top was a basket [teraskal], and he threw an object from the public domain and it rested on top of it, even if the reed was a hundred cubits high, he is liable because the private domain extends upward until the sky. Therefore, the object landed in a private domain. This matter applies only with regard to Shabbat, as with regard to Shabbat domains are defined based on their partitions and the way in which they are used, which differs from the way domains are defined in other halakhic areas. But here, in the case of divorce, it is because the bill of divorce is secured that she is divorced, and when it is on the reed it is not secured.

¹⁰¹ And the third matter relates to that which Rav Yehuda says that Shmuel says: On Shabbat a person should not stand on this roof and collect rainwater from the roof of another if there is no joining of courtyards. As just as the residences are separated below, so too, the residences are separated above. Each residence has a separate domain, and it is forbidden by rabbinic law to transfer an item from a private domain to another private domain if they are not joined. Similarly, despite the fact that the roofs are not totally separated from one another and nobody lives there, each roof is considered to be its own domain.

¹⁰² Rava explains: This matter applies only with regard to Shabbat. But with regard to a bill of divorce, if it fell onto another roof that is adjacent to the roof that he lent her for the purpose of acquiring the bill of divorce, she is divorced. The reason that a woman is usually not divorced when a bill of divorce falls into a different place, even though that place also belongs to her husband, is due to the fact that a husband is particular and does not want to lend her more than one place; but people

are not particular to that extent, i.e., in this case the husband would not be particular about allowing her to temporarily use an adjacent rooftop that also belongs to him.

¹⁰³ § Abaye says: If there are two courtyards that are configured such that this courtyard is within that courtyard, and the inner courtyard is hers and the outer courtyard is his, and the partitions of the outer courtyard extend higher than the partitions of the inner courtyard, and he threw a bill of divorce to her into her courtyard, once it reaches the airspace of the partitions of the outer courtyard, i.e., it reaches the area above the inner courtyard at a height lower than the height of the partitions of the outer courtyard, she is divorced.

¹⁰⁴ What is the reason for this? The inner courtyard itself is secured by the partitions of the outer courtyard. Therefore, the outer partitions service the inner courtyard as well. If the bill of divorce is secured by being encompassed by the outer partitions, it can be viewed as belonging to the inner courtyard once it reaches its airspace.

¹⁰⁵ The Gemara comments: This is not so with regard to baskets. In a case where there were two baskets, this one within that one, resting in a domain that does not belong to either of them, and the inner basket is hers and the outer basket is his, and he threw a bill of divorce to her into her basket, even if the bill of divorce reached the airspace of the inner basket but was burned or taken before it landed therein, she is not divorced.

¹⁰⁶ What is the reason for this? It is because the bill of divorce did not yet rest within the basket, and in this case, the walls of the outer basket do not service the inner basket.

¹⁰⁷ The Gemara asks: And when it rests within the basket, what of it? They are like the vessels of a buyer in the domain of the seller, since her basket is within his basket, which is his domain. She cannot acquire the bill of divorce, despite the fact that it is in her basket, since it is within his domain.

¹⁰⁸ The Gemara answers: With what are we dealing here? With a basket that has no bottom, and consequently the inner basket is resting on the ground and not inside the outer basket. Therefore, once the bill of divorce lands inside the inner basket, she is indeed divorced.

¹⁰⁹ MISHNA: Beit Shammai say: A man may send, i.e., divorce, his wife with an outdated bill of divorce, and Beit Hillel prohibit him from doing so. And what is an outdated bill of divorce? Any case where he was secluded with her after he wrote it for her and before he gave it to her.

¹¹⁰ GEMARA: The Gemara explains: With regard to what do they disagree? Beit Shammai hold that we do not say that the bill of divorce is not valid due to a rabbinic decree, lest they say that receipt of her bill of divorce precedes conception of her son. If he gives her the bill of divorce long after it was written, she may give birth to children from him in the interim. There is a concern that people will say that she was actually divorced on the date written on the bill of divorce before the children were born, and the children were conceived through licentious sexual intercourse.

¹¹¹ And Beit Hillel hold that we do say that this bill of divorce is not valid due to a rabbinic decree, lest they say that receipt of her bill of divorce precedes conception of her son. Consequently, if a woman was secluded with her husband following the writing of the bill of divorce, the bill of divorce is not valid.

¹¹² Rabbi Abba says that Shmuel says: Even according to Beit Hillel, if the woman was married on the basis of an outdated bill of divorce given to her by her previous husband, who did not ask advice

from the rabbis, she need not leave her second husband. In such a case, this decree is not severe enough to invalidate the bill of divorce.

¹¹³ And there are those who say that Rabbi Abba says that Shmuel says: If she was divorced with an outdated bill of divorce, this woman can marry even ab initio on the basis of this bill of divorce. There is no requirement for her to wait for her first husband to write her a new bill of divorce.

¹¹⁴ MISHNA: If he wrote the date on the bill of divorce using a calendrical system that counts years in the name of a kingdom that is not legitimate, or he wrote the date in the name of the kingdom of Media, or in the name of the Greek Empire, after it ceased to exist, or he wrote the date counting to the building of the Temple, or counting to the destruction of the Temple, in all these case, the bill of divorce is not valid. In the time of the mishna, the local government was particular that documents be dated with the official government date. Therefore, the Sages instituted that this must be done in bills of divorce as well. If one deviates from this practice, the rabbinic dictates of bills of divorce have been violated, and the bill of divorce is invalid.

¹¹⁵ If he was in the east and he wrote the location in the bill of divorce as in the west, or if he was in the west and he wrote the location in the bill of divorce as in the east, the bill of divorce is not valid. If he divorced her with this bill of divorce and she remarried, she must leave both this first husband and that second husband, and she needs a bill of divorce from this husband and that husband.

¹¹⁶ And she does not receive payment of her marriage contract, and not the profits from her properties that her husband consumed, and she does not have a claim to receive sustenance, and she does not have a claim to worn clothes that belonged to her, but which her husband used. She cannot demand these items, not of this husband and not of that husband.

¹¹⁷ If she took any of these items from this husband or from that husband, she must return what was taken. And the child that was born from this husband or from that husband that was conceived after she married the second husband is a son born from an adulterous relationship [mamzer]. And neither this husband nor that husband, if they are priests, is permitted to become ritually impure by her when she dies, which a husband may ordinarily do for his wife. And neither this husband nor that husband have the rights to objects she finds, or to her earnings, or to the annulment of her vows.

¹¹⁸ If she was an Israelite woman, then through these two marriages she becomes disqualified from marrying into the priesthood, due to the prohibition against a priest marrying a zona.

¹¹⁹ If she was the daughter of a Levite, through these two marriages she becomes prohibited from partaking of the tithe that is given to Levites. If she was the daughter of a priest, she becomes prohibited from partaking of teruma, even after she returns to the house of her father the priest.

¹²⁰ And the heirs of this husband and the heirs of that husband do not inherit the rights to collect payment of her marriage contract if she dies. And if the husbands die, the brother of this first husband and the brother of that second husband perform ḥalitza, since she was betrothed to the second one as well, and they do not consummate the levirate marriage.

¹²¹ The mishna proceeds to teach an additional halakha concerning a bill of divorce written not in accordance with its halakhot: If he changed his name, i.e., he wrote a different name in the bill of divorce, or he changed her name, or if he changed the name of his city or the name of her city, and she remarried on the basis of this bill of divorce, then she must leave both this first husband and that second husband. And all of those above-mentioned ways of penalizing a woman who remarried

based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

¹²² The mishna teaches another halakha associated with the previous halakhot: With regard to all of those cases in which they said that a man who died without children and left behind a widow who is, to the man's brother, one of those with whom relations are forbidden, e.g., she is his wife's sister, not only is there no levirate bond for her, but the rival wives of the brother who died are also permitted to marry without either levirate marriage or ḥalitza.

¹²³ The mishna discusses another case: These rival wives went and married another man without ḥalitza, and these widows with whom relationships were forbidden were found to be sexually underdeveloped women incapable of bearing children [ailonit]. Therefore, it became clear, retroactively, that the marriage to the dead brother was never valid, and accordingly, the rival wives were never exempt from the obligation of levirate marriage due to their being the rival wives of a forbidden relationship. Consequently, the rival wives were forbidden to marry anyone else without ḥalitza, and the rival wives must leave both this man whom they remarried, and that yavam, i.e., they cannot enter into levirate marriage with him. And all of those above-mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

¹²⁴ Similarly, with regard to one who marries his yevama, and her rival wife went and got married to another man, and it was found that this yevama was a sexually underdeveloped woman, the rival wife must leave this man whom she remarried and that yavam, i.e., she cannot enter into levirate marriage with him. Because the yevama was a sexually underdeveloped woman, the obligation of levirate marriage never applied to her, and her levirate marriage did not exempt her rival wife. And all of those aforementioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

¹²⁵ The mishna now discusses another case: A scribe wrote a bill of divorce for a man, so that the man could divorce his wife with it; and he wrote a receipt for the woman, for her to give to her husband upon receiving payment of her marriage contract, verifying that she received the payment. And the scribe erred and gave the bill of divorce to the woman and the receipt to the man, and not knowing what was written in the documents that were in their possession, they gave what they received from the scribe to each other. The woman gave her husband a bill of divorce and the husband gave his wife a receipt, and consequently, there was no divorce at all.

¹²⁶ And after some time, the bill of divorce is in the possession of the man, and the receipt is in the possession of the woman, and they discover that the divorce never actually transpired. If the woman had remarried another man, she must leave this, the first husband, and that, the second husband. And all of those above-mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

¹²⁷ Rabbi Elazar says: If the bill of divorce is immediately [le'altar] in the husband's possession, this is not a valid bill of divorce, since he clearly never gave it to her. But if it is in his possession after some time, then this is a valid bill of divorce, since it is not in the power of the first husband to eliminate the right of the second husband. The assumption is that the husband did in fact give her the bill of divorce in the correct manner, but at some point, he took it back from her.

¹²⁸ GEMARA: It was stated in the mishna that if one wrote the date on a bill of divorce according to a kingdom that is not legitimate, it is invalid. The Gemara asks: What is the meaning of the description: A kingdom that is not legitimate? The Gemara answers: This is referring to the Roman Empire, and he wrote the bill of divorce in a different country, such as Babylonia, where the Romans were not in power. And why is it called: A kingdom that is not legitimate? Because they have neither their own script, nor their own language, but rather, they took them from other nations.

¹²⁹ Ulla said: For what reason did the Sages institute that the date should be written according to the years of the local kingdom, in bills of divorce? Due to the need to maintain peaceful relations with the kingdom, as the government is particular that important documents issued in its domain be written with the date of that government.

¹³⁰ The Gemara asks: But due to an ordinance instituted by the Sages solely for the sake of maintaining peaceful relations with the kingdom, would they be so stringent that the woman would be forced to leave her husband, and they would declare the status of the offspring is a mamzer?

¹³¹ The Gemara answers: Yes. Rabbi Meir conforms to his line of reasoning. As Rav Hamnuna says in the name of Ulla: Rabbi Meir would say that anyone deviating from the formula coined by the Sages for bills of divorce, even if it is only a minor deviation, the bill of divorce is invalid, and if the woman remarried on the basis of this bill of divorce, then the offspring from that marriage is a mamzer.

¹³² It was stated in the mishna: If he wrote the date on a bill of divorce in the name of the Greek Empire, then the bill of divorce is invalid. The Gemara comments: And it is necessary to state this halakha and the other halakhot as well. As, if the mishna had taught us this halakha only with regard to a kingdom that is not legitimate, one could say that the bill of divorce is invalid because this kingdom is currently ruling, and the local government where he is writing the bill of divorce therefore objects to his writing the date of an another kingdom. But with regard to the kingdom of Media, and the Greek Empire, it is not necessary to invalidate the bill of divorce, since what was, was, and since these kingdoms are no longer in power, the local government is not particular if they are mentioned in a document.

¹³³ And if the mishna had taught us this halakha with regard to the kingdom of Media and the Greek Empire, one could understand the concern, because they were kingdoms, and the current government objects to another kingdom being mentioned in a document. But if he wrote the date counting to the building of the Temple, then one could say what was, was, and the local government is not particular if this is mentioned in a document. Consequently, it was necessary for the mishna to teach us this halakha as well.

¹³⁴ And if the mishna had taught us this halakha with regard to the building of the Temple, then one could say that the reason why this is problematic is because the governments will say: The Jews mention their own praise, instead of honoring the ruling government. But with regard to the destruction of the Temple, which is a cause of anguish for us, say that no, the government is not particular about this. Therefore it is necessary to mention all of these halakhot.

¹³⁵ § It was stated in the mishna, that if he was in the east and he wrote the location in the bill of divorce as in the west, then the bill of divorce is invalid. The Gemara asks: Who is the mishna discussing? If we say that the place of the husband was changed, then this is the same as what is

stated later on in the mishna: He changed his name, or her name; the name of his city or the name of her city.

¹³⁶ Rather, is it not referring to a scribe who changed the place in which the bill of divorce was written, and did not record the correct location where he was when he wrote the bill of divorce? As Rav said to his scribes, and similarly, Rav Huna said to his scribes: When you are situated in the place called Shili, write the location of the document as: In Shili, even though the matters were presented to you, i.e., the transaction recorded in the document took place, in the place called Hini. And when you are situated in the place called Hini, write: In Hini, even though the matters were presented to you in Shili. One must be careful to write the precise location where the document was written and not somewhere else, as that is considered an illegitimate deviation.

¹³⁷ Rav Yehuda says that Shmuel says:

¹³⁸ This is the statement of Rabbi Meir, who is particular about maintaining peaceful relations with the kingdom, with regard to bills of divorce. But the Rabbis say: Even if he wrote a date on the bill of divorce only in the name of the guardsman [santar] in the city, she is divorced, since it is irrelevant which calendrical system was used for the date.

¹³⁹ It is related that there was a certain bill of divorce in which the date was written in the name of the governor [istandera] of the city of Bascar, i.e., the date was marked according to the years of his government. Rav Nahman bar Rav Hisha sent this dilemma before Rabba: What is the halakha in a case like this?

¹⁴⁰ He sent him in response: With regard to this, even Rabbi Meir concedes that the bill of divorce is valid. What is the reason? The governor is an official from that kingdom, so the ruler of the kingdom does not mind.

¹⁴¹ The Gemara asks: And in what way is this case different from the guardsman in the city? The Gemara answers: There, it is demeaning for them that the date is written in the name of an unimportant official. Here, with regard to the governor, it is complimentary for them that the date is written in the name of a senior official.

¹⁴² Rabbi Abba says that Rav Huna says that Rav says: This mishna is in accordance with the statement of Rabbi Meir, who is stringent with regard to this bill of divorce and holds that the child is a mamzer. But the Rabbis say: The lineage of the offspring is unflawed. And the Rabbis concede to Rabbi Meir, that if he changed his name or her name, the name of his city or the name of her city, the offspring is a mamzer.

¹⁴³ Rav Ashi says: We, too, learn in the mishna: If he changed his name or her name, the name of his city or the name of her city, and she remarried on the basis of this bill of divorce, then she must leave this husband and that husband, and all of those ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her.

¹⁴⁴ It is necessary to clarify who teaches this halakha? If we say that it is Rabbi Meir, let him combine the case of one who writes a different kingdom, and the case of one who changes the names, and teach them both as one halakha. Rather, conclude from it that this halakha is the opinion of the Rabbis. The Gemara concludes: Conclude from it that until this point the mishna was quoting the statement of Rabbi Meir, but subsequently it is the statement of the Rabbis that is quoted, that in a case of such a fundamental change, even in their opinion such a bill of divorce is invalid.

¹⁴⁵ § It was taught in the mishna that in all of those cases in which they said that a man who died and left behind a widow who is to the yavam one of those with whom relations are forbidden, and the rival wives were thought to be permitted to remarry, if it later became clear that the forbidden relation was an ailonit and therefore they were in fact forbidden from remarrying, then they must leave the man whom they remarried, and they cannot enter into levirate marriage with the yavam, and many other penalties apply to them as well. The Gemara comments: It is possible to deduce from the language used by the mishna that only if they married other men, then yes, these halakhot apply to them. But if the rival wives engaged in licentious sexual intercourse, then no, these halakhot do not apply to them.

¹⁴⁶ The Gemara suggests: Let us say that this is a conclusive refutation of the opinion of Rav Hamnuna, as Rav Hamnuna says: A widow awaiting her brother-in-law to perform levirate marriage who engaged in licentious sexual intercourse is likened to a married woman who committed adultery, and she is prohibited from entering into levirate marriage with her yavam.

¹⁴⁷ The Gemara rejects this: No, this is not a refutation, since it is possible to explain that the mishna gave the example that they married, and the same is true in a case where they engaged in licentious sexual intercourse. And this that the mishna teaches: If they married, is because it employed a euphemistic expression, to refrain from discussing a case of licentiousness.

¹⁴⁸ And there are those who say that the exchange went as follows: From the mishna's statement about the rival wives that remarried, one can understand that the halakha is so if they married, and the same is true in a case where they engaged in licentious sexual intercourse.

¹⁴⁹ The Gemara suggests: Let us say that it supports the opinion of Rav Hamnuna, as Rav Hamnuna says: A widow awaiting her brother-in-law to perform levirate marriage who engaged in licentious sexual intercourse is prohibited from entering into levirate marriage with her yavam.

¹⁵⁰ The Gemara rejects this: No, it is specifically when they married that they are forbidden, because she is confused with a woman whose husband traveled to a country overseas and she went and remarried. In that case she is certainly prohibited from marrying both the first and the second husband. Similarly, they instituted the same decree for a yevama who married someone else. By contrast, in the case of a yevama who engaged in licentious sexual intercourse, which is completely different, they did not institute this decree.

¹⁵¹ § It was taught in the mishna that one who marries his yevama, and her rival wife went and married another man, and ultimately the yevama was found to be an ailonit, then the rival wife must leave her husband, and she cannot enter into levirate marriage with the yavam, and many other penalties apply to her as well. The Gemara comments: And it is necessary to teach this halakha as well, although it seemingly deals with the same issue as the previous halakha. As, if the mishna had taught us this halakha only with regard to the first case of a rival wife of a woman who is forbidden to the yavam, then one could say that the halakha is so, because the mitzva of levirate marriage was not fulfilled at all, since the rival wife married someone else, and the yavam did not perform levirate marriage.

¹⁵² But here, in this latter case, where the mitzva of levirate marriage was fulfilled in some way when he married the yevama, although ultimately it became clear that it was not a legitimate levirate marriage, say that the rival wives are not penalized, since she is not guilty by not having waited.

¹⁵³ And if the mishna had taught us this halakha here, with regard to a yavam who married a yevama who was ultimately found to be an ailonit, then one could say that specifically here there is reason to penalize her, because this rival wife who remarried was also placed before the yavam, as he could have entered into levirate marriage with any of his brother's wives. Therefore, she could have waited to see if the levirate marriage was effective before remarrying. But there, in the first case of a yevama who is forbidden to the yavam, that she is not placed before him, as all of them are entirely exempt from levirate marriage, say that the rival wives are not penalized. Therefore, it is necessary to state both halakhot.

¹⁵⁴ § It was taught in the mishna that if the scribe wrote a bill of divorce, and erred and gave the bill of divorce to the woman and the receipt to the man, and consequently the husband gave his wife a receipt and she gave him a bill of divorce, Rabbi Eliezer says: If the bill of divorce is immediately in the husband's possession, it is not a valid bill of divorce. But if it is in his possession after some time, the assumption is that she was divorced in a correct manner and the bill of divorce was returned to him later.

¹⁵⁵ The Gemara asks: What are the circumstances in which the bill of divorce is immediately in the husband's hand and what are the circumstances in which it is in his possession after some time? Rav Yehuda says that Shmuel says: All the while that they are sitting and are engaged in the issue of the divorce, this is considered immediately. If they already arose and concluded the proceedings, this is considered after some time.

¹⁵⁶ And Rav Adda bar Ahava says: If she was not married to someone else, this is considered immediately, since they can rectify the situation by requiring him to give the bill of divorce properly. If she was married, this is considered after some time.

¹⁵⁷ The Gemara asks: We learned in the mishna with regard to Rabbi Elazar's statement: It is not in the power of the first husband to eliminate the right of the second husband. Granted, according to the opinion of Rav Adda bar Ahava, this explanation is consistent with that which is taught: The second husband, since the mishna is discussing a case in which she remarried and has a second husband. But according to the opinion of Shmuel, what is the reference to a second husband? Shmuel's opinion is that as soon as they arise and conclude the proceedings, it is considered to be after some time, and in this case there is no second husband. According to Shmuel's opinion, how does Rabbi Elazar's statement apply?

¹⁵⁸ The Gemara answers: It is not referring to the right of a second man that she already married, but rather to the right that is due to a suitor who wishes to become her second husband, meaning that the first husband cannot eliminate the right of a second man who wishes to marry her.

¹⁵⁹ MISHNA: If one wrote a bill of divorce to divorce his wife, and reconsidered and did not give it to her, Beit Shammai say: Although merely writing the bill of divorce does not dissolve the marriage, by doing so he disqualified her from marrying into the priesthood. And Beit Hillel say: Even if he gave the bill of divorce to her conditionally and the condition was not fulfilled, and therefore the bill of divorce did not take effect, he did not disqualify her from marrying into the priesthood. A woman is disqualified from marrying into the priesthood only if the divorce takes effect.

¹⁶⁰ GEMARA: Rav Yosef, son of Rav Menashe from Devil, sent a query to Shmuel: Our teacher, instruct us. In the case of a priest about whom the following rumor circulated: So-and-so the priest

wrote a bill of divorce to his wife, but she is still residing under his roof and attending to him; what is the halakha? Need one lend credence to this rumor?

¹⁶¹ Shmuel sent the following response to him: She must leave her husband; but the matter requires investigation before he is forced to divorce her. The Gemara asks: What is the investigation that is required? If we say that the investigation is whether we can abolish the rumor that circulated, or we cannot abolish it; that cannot be the question: But isn't Neharde'a the place where Shmuel is the halakhic authority and the rulings there are in accordance with his opinion, and in Neharde'a they do not abolish a rumor? Rather, the required investigation is to determine whether people in that place refer to giving a bill of divorce as writing. If that is the case, the rumor would be that he gave her a bill of divorce.

¹⁶² The Gemara asks: And if they refer to giving as writing, it proves nothing, as don't they refer to writing itself as writing? Therefore, the fact that they refer to giving as writing does not mean that he gave the woman the bill of divorce. The same term would be employed even if he only wrote the bill of divorce.

¹⁶³ The Gemara answers: Yes, as if it is discovered that they refer to giving as writing, then there is reason to suspect that perhaps they are saying in the rumor that he gave her the bill of divorce, and there is concern that she is actually divorced.

¹⁶⁴ Apropos Shmuel's statement that she must leave his home, the Gemara asks: She must leave? But doesn't Rav Ashi say: We are not concerned for any rumor that circulates after marriage. According to Rav Ashi, if a rumor circulates that a woman was betrothed to a man, there is concern about the rumor, and she is not allowed to marry someone else until she receives a bill of divorce from her rumored betrothed. But if such a rumor circulates after she has married someone else, there is no concern about such a rumor, and she is not obligated to leave her husband. Here too, in the case of this woman who is suspected of being divorced, she is currently living with her husband. Therefore, perhaps we should not be concerned about such a rumor.

¹⁶⁵ The Gemara answers: What is the meaning of Shmuel's directive: She must leave? This also means that she must leave the second husband. If her first husband dies, and she marries another priest, she must leave him due to the rumor that circulated that her first husband gave her a bill of divorce.

¹⁶⁶ The Gemara challenges: If so, you cast aspersions on the children of the first husband. If the reason that she must leave the second husband is because she is assumed to be a divorcée, this means that she remained with her first husband while she was already divorced, and the children they had after the rumor circulated would be disqualified from the priesthood. The Gemara answers: Since we remove her only from the second husband, and we do not remove her from the first husband, they will come to explain the incident by saying as follows: The first husband divorced her proximate to his death, and the children from him are of unflawed lineage. Since he divorced her, she may not marry another priest. Because the assumption here is that the divorce took place proximate to the first husband's death, there is no concern of aspersions being cast on the children from the first husband.

¹⁶⁷ § Rabba bar bar Hana says that Rabbi Yohanan says in the name of Rabbi Yehuda bar Elai: Come and see that the later generations are unlike the earlier generations, as the earlier generations were more conscientious about maintaining an unflawed lineage.

¹⁶⁸ The Gemara explains: The earlier generations is referring to Beit Shammai. Beit Shammai were so careful about the sanctity of the priesthood that they said, as stated in the mishna, that the writing of a bill of divorce alone renders a priest's wife forbidden to him. The later generations is referring to Rabbi Dosa, as it is taught in a mishna (Eduyyot 3:6): A priest's wife who was taken captive may partake of teruma, and there is no concern that perhaps she was raped while in captivity and thereby became forbidden to her husband and disqualified from partaking of teruma. This is the statement of Rabbi Dosa.

¹⁶⁹ In explanation of this statement, Rabbi Dosa says: And what did this Arab do to her when he took her captive? Because he fondled her breasts he disqualified her from the priesthood? As long as it is not determined that her captors actually raped her, she is not prohibited from partaking of teruma. It is apparent from here that the later generations are more lenient than the early generations with regard to the sanctity of the priesthood.

¹⁷⁰ And Rabba bar bar Ḥana says that Rabbi Yoḥanan says in the name of Rabbi Yehuda bar Elai: Come and see that the later generations are unlike the earlier generations. The earlier generations would bring in their produce from the field by way of the main entranceway [teraksemon], in order to obligate the produce in tithes. By contrast, the later generations would bring in their produce by way of roofs and by way of enclosures, in order to exempt the produce from tithes.

¹⁷¹ The Gemara explains: As Rabbi Yannai says: Untithed produce does not become obligated in tithes until it sees the entrance of the house, through which people enter and exit, as it is stated in the declaration of the tithes: "I have put away the hallowed things out of my house" (Deuteronomy 26:13). As long as untithed produce is not taken into the house through the primary entrance of the house, it is permitted to eat it casually without tithing it. Consequently, they would take the produce in through another entrance in order to exempt it from tithes.

¹⁷² And Rabbi Yoḥanan says with regard to this issue: Even entry into the courtyard establishes an obligation to tithe, as it is stated: "That they may eat within your gates, and be satisfied" (Deuteronomy 26:12). This indicates that once the produce is brought into the courtyard, it is obligated in tithes.

¹⁷³ MISHNA: With regard to one who divorces his wife, and afterward she spent the night with him at an inn [befundaki], Beit Shammai say: She does not require a second bill of divorce from him, and Beit Hillel say: She requires a second bill of divorce from him, since they may have engaged in sexual intercourse at the inn and thereby betrothed her once again.

¹⁷⁴ When did they say this halakha? When she was divorced following the state of marriage. Beit Hillel concede that when she was divorced following the state of betrothal, she does not require a second bill of divorce from him, due to the fact that he is not accustomed to her. Therefore, there is no concern that they engaged in sexual intercourse, even though they spent the night together at the inn.

¹⁷⁵ GEMARA: Rabba bar bar Ḥana says that Rabbi Yoḥanan says: The dispute between Beit Shammai and Beit Hillel is specifically in a case where they saw that she engaged in sexual intercourse,

¹⁷⁶ as Beit Shammai hold: A person does engage in licentious sexual intercourse. Although they were seen engaging in sexual intercourse, one cannot assume that he intended to betroth her, since they

were recently divorced. The assumption is that they were simply engaging in licentious sexual intercourse. Consequently, he is not required to give her a second bill of divorce.

¹⁷⁷ And Beit Hillel hold: A person does not engage in licentious sexual intercourse. Therefore, he had the intention to betroth her, and he must give her another bill of divorce. But if they did not see that she engaged in sexual intercourse, even though they spent the night together at an inn, everyone agrees that she does not require a second bill of divorce from him, as there is no concern that perhaps they engaged in sexual intercourse.

¹⁷⁸ The Gemara challenges this understanding of the mishna: We learned in the mishna that Beit Hillel concede that when she was divorced following the state of betrothal, she does not require a second bill of divorce from him because he is not accustomed to her. And if the mishna is referring to a case in which they saw that she engaged in sexual intercourse, what is the difference to me if it was following the state of betrothal and what is the difference to me if it was following the state of marriage? In either case, they saw that she engaged in sexual intercourse.

¹⁷⁹ Rather it can be explained that the mishna is actually speaking about a case in which they did not see that she engaged in sexual intercourse. Rabbi Yoḥanan stated his opinion in accordance with the statement of that tanna. As it is taught in a baraita that Rabbi Shimon ben Elazar said: Beit Hillel and Beit Shammai did not disagree about a case where they did not see that she engaged in sexual intercourse. Everyone agrees that in such a scenario, she does not require a second bill of divorce from him.

¹⁸⁰ With regard to what case did they disagree? They disagreed about a case where they saw that she engaged in sexual intercourse. As Beit Shammai say: A person does engage in licentious sexual intercourse. And Beit Hillel say: A person does not engage in licentious sexual intercourse. Rabbi Shimon ben Elazar disagrees with the mishna.

¹⁸¹ The Gemara asks: And as for the mishna, which we established as discussing a case in which they did not see that she engaged in sexual intercourse, with regard to what do they disagree? The Gemara answers: They disagree about a case in which there are witnesses to their seclusion, but there are no witnesses to an act of sexual intercourse.

¹⁸² With regard to such a case, Beit Shammai hold: We do not say that these are the witnesses of seclusion, these are the witnesses of sexual intercourse. According to Beit Shammai, although there are witnesses that they were secluded, this is not considered to be tantamount to testimony that they engaged in sexual intercourse. And Beit Hillel hold: We do say that these are the witnesses of seclusion, these are the witnesses of sexual intercourse. Since it is assumed that they engaged in sexual intercourse, she is required to obtain a second bill of divorce from him.

¹⁸³ And Beit Hillel concede that when she was divorced following the state of betrothal, she does not require a second bill of divorce from him, even if they were alone together. For since he is not accustomed to her, we do not say that these are the witnesses of seclusion; these are the witnesses of intercourse.

¹⁸⁴ The Gemara asks: But did Rabbi Yoḥanan actually say this, that Beit Hillel require a second bill of divorce only when witnesses saw that they engaged in sexual intercourse? But didn't Rabbi Yoḥanan say: The halakha in all cases is like an unattributed mishna. And we established the mishna to be discussing a case in which they did not see that she engaged in sexual intercourse. How then

does Rabbi Yoḥanan rule contrary to the mishna? The Gemara answers: They are amora'im, and they disagree with regard to the opinion of Rabbi Yoḥanan. Some of them hold that Rabbi Yoḥanan does not always rule in accordance with an unattributed mishna.

¹⁸⁵ MISHNA: If a woman was married by her second husband on the basis of receiving a bare bill of divorce, i.e., a folded and tied bill of divorce that is missing signatures, she must leave both this, the first husband, and that, the second husband. And all of those previously mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier mishna (79b) apply to her in this case as well.

¹⁸⁶ With regard to a bare bill of divorce; anyone, even those who are disqualified from bearing witness, can complete it, i.e., sign it in addition to the primary witnesses, so that it will not remain bare. This is the statement of ben Nannas. Rabbi Akiva says: Not all who are disqualified from bearing witness can complete it. Rather, only relatives who are fit to testify in another case. Rabbi Akiva permits only the inclusion of witnesses who would ordinarily be valid witnesses, but who are invalid here because they are relatives of either the husband and wife or the other witnesses.

¹⁸⁷ And what is a bare bill of divorce? It is any bill of divorce where the number of its folds is more than the number of its witnesses. In a folded and tied bill of divorce, the bill of divorce is folded and the folds are then tied. Instead of having two witnesses sign at the bottom of the document, witnesses would sign on each tied fold. A bare bill of divorce has more folds than signatures, i.e., some folds lack signatures.

¹⁸⁸ GEMARA: The Gemara asks: What is the reason that a bare bill of divorce is not valid, considering that there are more than two witnesses signed on it? The Gemara answers: It is a rabbinic decree that was issued due to one who says: All of you should sign. Since it can be assumed that one who writes a folded and tied bill of divorce wants to have each tied fold signed, there is concern that he may have instructed that all of them sign. If they do not sign, the condition is not fulfilled, and the bill of divorce is not valid.

¹⁸⁹ § It was stated in the mishna that ben Nannas holds, with regard to a bare bill of divorce, that anyone can complete it. Rabbi Akiva, however, permits disqualified witnesses to sign only if they are invalid because they are relatives of either the husband and wife or the other witnesses.

¹⁹⁰ The Gemara asks: And according to Rabbi Akiva, what is the reason that a slave cannot sign? The Gemara answers: The Sages were concerned that people will mistakenly come to say that since the slave served as a witness in this case, the slave is fit to bear witness in all cases. They will use a slave as a witness in situations that demand testimony accepted only from qualified witnesses. The Gemara challenges this: If so, with regard to a relative, too, they will come to say that a relative is fit to bear witness in all cases.

¹⁹¹ Rather, one could explain that with regard to a slave, this is the reason why he is disqualified: There is concern that perhaps they will come to elevate his status with regard to lineage. If a slave signs the bill of divorce, they might say that if he signed a bill of divorce, he must be an Israelite.

¹⁹² The Gemara asks: If this is the reason why a slave cannot sign, then a robber, who is of unflawed lineage, should be fit to complete the signatures of a folded and tied bill of divorce, according to Rabbi Akiva. Why, then, did we learn in the mishna that Rabbi Akiva says: Not all can complete it.

Rather, only relatives who are fit to testify in another case. The Gemara deduces from this: A relative, yes; but a robber, no.

¹⁹³ The Gemara answers: Rather, this is the reason why a slave is disqualified: They will come to say that his master emancipated him and he signed because he is now like any other Israelite. Similarly, with regard to a robber, they will also come to say that he repented and will allow him to testify in other cases, as well. Therefore, Rabbi Akiva declared him to be unfit as well. With regard to a relative, what can be said to disallow him to sign this bill of divorce? With regard to a relative, everyone knows that he is a relative, and there is no concern that they will allow him to testify in other cases involving his relatives.

¹⁹⁴ § Rabbi Zeira says that Rabba bar She'eilta says that Rav Hamnuna the Elder says that Rav Adda bar Ahava says: The dispute between ben Nannas and Rabbi Akiva with regard to a bare bill of divorce that has more tied folds than witnesses is only in a case where its ties total seven and its witnesses total six, or its ties total six and its witnesses total five, or its ties total five and its witnesses total four, or its ties total four and its witnesses total three. But if its ties total three and its witnesses total two, everyone, even ben Nannas, agrees that not all disqualified witnesses can complete it. Rather, only a relative can complete it.

¹⁹⁵ Rabbi Zeira said to Rabba bar She'eilta: After all, all three witnesses in a folded and tied bill of divorce are like the two witnesses in an ordinary bill of divorce, since the Sages said that a folded and tied bill of divorce requires at least three witnesses. Therefore, just as there, in the case of an ordinary bill of divorce, a relative cannot serve as one of the two witnesses, so too here, a relative should not serve as one of the primary witnesses.

¹⁹⁶ Rabba bar She'eilta said to him: To me as well this was difficult, and I asked that question to Rav Hamnuna, and Rav Hamnuna asked it to Rav Adda bar Ahava, who had transmitted this statement, and he said to him: Leave the case of three witnesses in a folded and tied bill of divorce, as the requirement is not by Torah law. While the requirement to have a minimum of two witnesses in an ordinary bill of divorce is by Torah law, the requirement to have a minimum of three witnesses for a folded and tied bill of divorce is by rabbinic law. Consequently, it is of no concern if the third witness is not fit to bear witness.

¹⁹⁷ The Gemara notes that this is also taught in a baraita (Tosefta 6:9): The dispute between ben Nannas and Rabbi Akiva with regard to a bare bill of divorce that has more tied folds than witnesses is only in a case where its ties total seven and its witnesses total six, or its ties total six and its witnesses total five, or its ties total five and its witnesses total four, or its ties total four and its witnesses total three.

¹⁹⁸ The baraita continues: If a slave completed it with his signature, and the woman remarried on the basis of this bill of divorce, ben Nannas says: The offspring of a subsequent marriage is unflawed. And Rabbi Akiva says: The offspring is a mamzer. But if its ties total three, and its witnesses total two, everyone agrees that not all disqualified witnesses can complete it. Rather, it can be completed only by a relative of either the husband and wife or the other witnesses.

¹⁹⁹ Rav Yosef taught: Only a valid witness can complete it. The Gemara challenges: But isn't it taught explicitly in a baraita: A relative? Rav Pappa said: Correct the language of the baraita, and teach: Valid.

²⁰⁰ Rabbi Yoḥanan says: In a folded and tied bill of divorce, the Sages validated only the use of one witness who is a relative, to complete the number of signatures as per the number of knotted folds. But two such witnesses, no, they did not validate them. The reason for this is that perhaps they will come to ratify a bill of divorce with two witnesses who are relatives and one witness who is valid. If the bill of divorce will be challenged, it will be necessary to ratify the document. While this bill of divorce has more than three witnesses signed to it, the court needs to authenticate the signatures of only three of the witnesses to ratify the bill of divorce, provided that two of them are not relatives. If there are more than two relatives signed on the bill of divorce, a court may unintentionally authenticate the signatures of two relatives and only one valid witness.

²⁰¹ Rav Ashi said: The language of the baraita is also precise, in accordance with this opinion,

²⁰² as it teaches by skipping one by one. The examples given relate to one witness missing, e.g., seven ties and six witnesses, and so on. They do not include a case in which two witnesses are missing, e.g., seven ties and five witnesses. This indicates that the dispute between Rabbi Akiva and Ben Azzai is only with regard to the signature of one witness. The Gemara affirms: Conclude from it that this is so.

²⁰³ Abaye said: Learn from it that this relative, who is allowed to sign a folded and tied bill of divorce, can sign if he wants to sign, either at the beginning, as the first signature, in the middle, or at the end.

²⁰⁴ From where does Abaye infer this? From the fact that it did not designate a place for him to sign. And learn from it, as well, that from any three of the witnesses who signed on a folded and tied bill of divorce, we can ratify the bill of divorce, i.e., it can be ratified based on their signatures. And we do not need to confirm the signatures specifically of three consecutive witnesses.

²⁰⁵ As if it enters your mind that we need consecutive witnesses, then they should designate a place for this relative to sign, in the beginning, or in the middle, or at the end, and they should then validate the use of many disqualified witnesses. It could have been instituted that every third witness may be disqualified. Since in any group of three witnesses, two of them would be valid, more than one disqualified witness could be allowed. Since it is possible to ratify a bill of divorce by confirming signatures that are not consecutive, and therefore there is concern that the court will rely on two disqualified witnesses, the Sages consequently allowed the use of only one disqualified witness.

²⁰⁶ With regard to the halakha concerning the dispute in the mishna, it is related that when they came before Rabbi Ami with a question pertaining to a bare bill of divorce that needed more witnesses, he said to the person overseeing: Go out and complete it even with a slave from the general public, in accordance with the opinion of ben Nannas.

Chapter 9

¹ MISHNA: With regard to one who divorces his wife and said to her while handing her the bill of divorce: You are hereby permitted to marry any man except [ella] for so-and-so, Rabbi Eliezer permits her to remarry based on this divorce. And the Rabbis prohibit her from remarrying, as their bond is not entirely severed by this divorce, and she is therefore still considered his wife. What should he do so the divorce may take effect? He should take it from her and hand it to her again, and

he should say to her: You are hereby permitted to marry any man. If he wrote his qualification inside the bill of divorce, even if he then erased it, the bill is invalid since it was not written in a valid manner.

² GEMARA: A dilemma was raised before the Sages: What is the meaning of this word *ella* in the husband's statement? Does it mean except, i.e., the husband intended to divorce his wife in a manner that would render her permitted to marry only a limited group of men? Or does it mean: On the condition, i.e., the husband intended to grant her full divorce on the condition that she would not marry so-and-so?

³ The Gemara elaborates on how this dilemma affects the understanding of the dispute between Rabbi Eliezer and the Rabbis: Does *ella* mean except, and therefore it is specifically with regard to the exception of a certain man from the intended divorce that the Rabbis disagree with Rabbi Eliezer and hold that the divorce is invalid? This would be because in a case where the husband noted an exception, it is as if he left out part of her bill of divorce; since she is not permitted to remarry anyone she wishes it does not entirely sever the bond between them. But with regard to divorce on the condition that she will not marry a certain man the Rabbis agree with Rabbi Eliezer that it is valid, just as is the case with regard to any typical condition which the husband attaches to the divorce of his wife.

⁴ Or perhaps this is the meaning of *ella*: On the condition? Accordingly, it is specifically with regard to divorce on the condition that the wife will not marry a certain man that Rabbi Eliezer disagrees with the Rabbis and allows her to remarry based on this divorce; but with regard to the exception of a certain man from the woman's right to remarry he concedes that the divorce is invalid as the husband left out part of her bill of divorce.

⁵ Ravina said: Come and hear a solution to this dilemma from the following mishna (Nega'im 12:1): All houses become ritually impure through leprous sores of the house except [*ella*] for those belonging to gentiles. Granted, if you say that the meaning of the word *ella* is except, this mishna is well understood. But if you say that its meaning is on the condition, the resulting interpretation of this mishna is that the houses of Jews become impure only on the condition that the houses of gentiles do not become impure; consequently, if the houses of gentiles become impure, the houses of Jews do not become impure. Does this interpretation make any sense?

⁶ Moreover, an objection against this interpretation may be raised as follows: Do the houses of gentiles become ritually impure at all? But isn't it taught in a baraita that from the verse: "And I put the plague of leprosy in a house of the land of your possession" (Leviticus 14:34), it is derived that only the land of your possession, i.e., the houses of Jews, becomes impure through leprous sores of the house, but the houses of gentiles do not become impure through leprosy? Rather, conclude from the mishna that the meaning of *ella* is except. The Gemara concludes: Conclude from it that *ella* means except.

⁷ According to this conclusion, our mishna is not in accordance with the opinion of this tanna, as it is taught in a baraita that Rabbi Yosei, son of Rabbi Yehuda, said: Rabbi Eliezer and the Rabbis did not disagree with regard to one who divorces his wife and said to her while handing her the bill of divorce: You are hereby permitted to marry any man except for so-and-so; rather, they were in agreement that in that case she is not divorced. With regard to what case did they disagree? It was

with regard to one who divorces his wife and said to her: You are hereby permitted to marry any man on the condition that you will not marry so-and-so,

⁸ as in this case Rabbi Eliezer permits her to marry any man except for that man about whom the condition was made, and the Rabbis prohibit her from remarrying, as in their opinion this divorce is not valid.

⁹ The Gemara asks: What is the reasoning behind Rabbi Eliezer's opinion as cited in the baraita? The Gemara answers: The ruling here is just as it is with regard to any typical condition. The husband has the right to attach conditions to the divorce. And how would the Rabbis respond to this reasoning? They would reason that by attaching any typical condition the husband did not leave out part of the bill of divorce, as it does not diminish the essential act of severance. By contrast, here he left out part of the bill of divorce, as she is not permitted to marry any man she wishes. Therefore, the divorce is invalid.

¹⁰ The Gemara asks: And according to the mishna, which we established as referring to a case of exception, what is the reason for Rabbi Eliezer's opinion that the divorce takes effect, despite its lack of complete severance?

¹¹ Rabbi Yannai said in the name of one elder that the verse states with regard to divorce: "And she departs out of his house, and goes and becomes another man's wife" (Deuteronomy 24:2), indicating that even if he divorced her in a manner that only permitted her to marry one other man, she is divorced, i.e., this partial severance takes effect. And the Rabbis would say in response to Rabbi Eliezer's explanation that this phrase: Another man, which appears in the verse refers not to a specific man but to any man, i.e., it must be permitted for her to marry any man for the divorce to take effect.

¹² And Rabbi Yoḥanan said that the reason for Rabbi Eliezer's opinion is from the verse here, where it is stated with regard to priests: "Neither may they take a woman divorced from her husband" (Leviticus 21:7). This verse indicates that even if she was divorced only from her husband, and was not permitted to marry others, she is disqualified from marrying into the priesthood as a divorcée, i.e., she may not marry a priest even after her husband's death. Apparently, all the more so, divorce that excludes certain men from the wife's right to remarry is considered a valid bill of divorce. This is certainly the case when the divorce permits her to marry all men with the exception of one.

¹³ And the Rabbis would respond that the prohibition against marrying into the priesthood is different, as even a divorce that is otherwise invalid disqualifies a woman from marrying a priest.

¹⁴ § Rabbi Abba raises a dilemma: If this kind of exception is made in a case of betrothal, i.e., the man says to the woman that she is hereby forbidden to all men except for so-and-so, how is this betrothal treated? The Gemara elaborates: Let the dilemma be raised according to the opinion of Rabbi Eliezer and let the dilemma be raised according to the opinion of the Rabbis.

¹⁵ Let the dilemma be raised according to Rabbi Eliezer: Is Rabbi Eliezer saying only here that the divorce is valid because verses are written that support this proposition, as delineated by Rabbi Yannai and Rabbi Yoḥanan; but there, in the case of betrothal, a proper acquisition is necessary, which is not the case when a certain man is excluded from the prohibition to engage in sexual intercourse with her? Or should it perhaps be derived from the juxtaposition between the clause: "And she departs out of his house," and the clause: "And becomes another man's wife"

(Deuteronomy 24:2), which serves as a basis for the comparison of the halakhot of divorce and betrothal, teaching that just as divorce takes effect in this manner, so does betrothal?

¹⁶ Let the dilemma be raised according to the Rabbis: Are the Rabbis saying here that the divorce is invalid only because the severance of the bond between the husband and wife is necessary for the divorce to take effect, and there is no such severance as long as the woman may not marry any man she wishes; but there, in the case of betrothal, any form of acquisition is sufficient for it to take effect? Or should it perhaps be derived from the juxtaposition between the clause beginning: “And she departs,” and the clause beginning: “And becomes,” that what renders a divorce invalid renders a betrothal invalid as well?

¹⁷ After Rabbi Abba raised the dilemma he then resolved it in the following manner: Both according to the opinion of Rabbi Eliezer and according to the opinion of the Rabbis it is necessary to compare the halakha in the case of betrothal to the ruling with regard to divorce, based on the juxtaposition between “And she departs” and: “And becomes.” Therefore, the dispute remains in this case as well.

¹⁸ Abaye said: If you say that Rabbi Abba’s solution is so, i.e., if you say that Rabbi Eliezer holds that making an exception in a betrothal is valid, the issue of levirate marriage in such cases must be addressed.

¹⁹ If Reuven came to a woman and betrothed her saying that she is forbidden to all men except for his brother Shimon, and Shimon then came and betrothed her saying that she is forbidden to all men except for Reuven, and they both died without children, in this case she performs levirate marriage with their brother Levi, and I do not call her the wife of two dead men. It is stated in tractate Yevamot (31b) that if a woman has a levirate bond with a man due to her two late husbands who were his brothers, she may not perform levirate marriage with him, as it is derived from the verse: “The wife of the dead man shall not be married outside of the family” (Deuteronomy 25:5), that the wife of only one dead man performs levirate marriage, not the wife of two. Abaye stated that in the case under discussion the woman may perform levirate marriage with Levi.

²⁰ What is the reason that she is not considered to be the wife of two dead men? It is that although her betrothal to Reuven was effective, i.e., it took effect, her betrothal to Shimon was not effective, as it did not render her forbidden to any man to whom she was not already forbidden due to her betrothal to Reuven. Therefore, she is considered only Reuven’s wife.

²¹ Rather, under what circumstances is the case of a wife of two dead men found in this context? It is found in a case where Reuven came and betrothed her, saying that she is hereby forbidden to all men except for Shimon, and Shimon then came and betrothed her without specifying any qualifications. Since Reuven’s betrothal was effective in rendering her forbidden to everyone except for Shimon, and Shimon’s betrothal was effective in rendering her forbidden to Reuven, the betrothal of both brothers took effect. And if both of them die she may not perform levirate marriage with Levi, as she is the wife of two dead men.

²² Abaye raises a dilemma: If a man said to his wife while handing her a bill of divorce: You are hereby permitted to marry any man except for Reuven and Shimon, and he then said to her: You are permitted to marry Reuven and Shimon, what is the halakha?

²³ Do we say that what he forbade initially he then permitted, enabling her to marry anyone, including Reuven and Shimon, in which case the severance is complete? Or perhaps what he forbade

initially he then permitted, permitting her to marry Reuven and Shimon, and what he permitted initially he then forbade, i.e., he permitted her only to Reuven and Shimon, excluding all other men? If you say

²⁴ that what he initially forbade he then permitted, enabling her to marry anyone she wishes, what is the halakha if he said the second time that she is permitted to marry Reuven? Did he mean that she is permitted to marry Reuven and the same is true with regard to Shimon, i.e., she is permitted to marry him as well? Is the fact that he mentioned only that she is permitted to marry Reuven because he opened his prior qualification by mentioning him before he mentioned Shimon, but he intended to permit her to marry Shimon as well? Or did he, perhaps, specifically intend to permit her to marry Reuven?

²⁵ And if you say that he intended to permit her to marry specifically Reuven and not Shimon, what is the halakha if he said that she is permitted to marry Shimon? Did he mean that she is permitted to marry Shimon and the same is true with regard to Reuven, and the fact that he mentioned only Shimon is because he ended his initial previous statement by mentioning him? Or perhaps he was specifically referring only to Shimon?

²⁶ Rav Ashi raises another dilemma with regard to the same case: If he said to her the second time: You are also permitted to marry Shimon, what is the halakha? Is the word also referring to Reuven, i.e., she is permitted to marry Shimon in addition to Reuven, or perhaps it is also referring to everyone, i.e., she is permitted to marry Shimon in addition to all men, but not Reuven? The dilemma shall stand unresolved.

²⁷ § The Sages taught (Tosefta 9:1): After the death of Rabbi Eliezer, four Sages entered the discussion to refute his statement. They were: Rabbi Yosei HaGelili, Rabbi Tarfon, Rabbi Elazar ben Azarya, and Rabbi Akiva.

²⁸ Rabbi Tarfon responded to Rabbi Eliezer's opinion, saying: If after the husband stipulated that the wife not marry a certain man she went and married the brother of the one to whom she was prohibited from marrying, and this husband died without children, she cannot perform levirate marriage with her husband's brother, because he is forbidden to her due to the stipulation of her first husband. Is the first husband not found to be uprooting a matter of Torah law through his stipulation? You have therefore derived that this is not an act of severance. The divorce is not valid, as the Torah would not sanction a manner of divorce that can cause a mitzva to be nullified.

²⁹ Rabbi Yosei also responded to Rabbi Eliezer's opinion, saying: Where do we find an example of something that is forbidden to this person and permitted to that other person? What is forbidden is forbidden to everyone, and what is permitted is permitted to everyone. This contradicts Rabbi Eliezer's opinion that a divorcée can be prohibited from marrying a certain man and permitted to marry all other men. You have therefore derived that this is not an act of severance.

³⁰ Rabbi Elazar ben Azarya responded, saying: What is the meaning of the expression: "Scroll of severance," which is used in the Torah for a bill of divorce? It means something that severs the bond between him and her entirely. This woman, by contrast, is still bound to her husband after their divorce, as his stipulation prevents her from marrying a certain man. You have therefore derived that this is not an act of severance.

³¹ Rabbi Akiva responded, saying: If after the husband stipulated that the wife not marry a certain man she went and married a man from the general public, and she had children with him, and she was subsequently widowed or divorced from the second husband, and she then arose and married the one to whom she was forbidden by her first husband's condition, isn't the bill of divorce thereby found to be nullified? And would this not render her children from her second marriage as born from an adulterous relationship [mamzerim], as she is retroactively considered her first husband's wife? You have therefore derived that this is not an act of severance, as the Torah would not enable a divorce that could lead to such a situation.

³² Rabbi Akiva continued to offer an alternative refutation of Rabbi Eliezer's opinion: If the one to whom she was forbidden was a priest, and her ex-husband who divorced her died, is she not thereby found to be a widow with regard to him, as she was considered a married woman with regard to this priest even after her divorce, and a divorcée with regard to any other man? Nevertheless, she is forbidden to him too, just as she is forbidden to any other priest.

³³ And it is therefore an a fortiori inference that just as the prohibition for a divorcée to marry a priest (see Leviticus 21:14) is a relatively minor prohibition, yet she is forbidden to this priest due to the element of divorce that applies to her, even though with regard to him she is not a divorcée but a widow, all the more so is it not clear that the prohibition against sexual intercourse with a married woman, which is a major prohibition, should apply to every man during the lifetime of the ex-husband, due to the fact that she is considered a married woman with regard to this one man? You have therefore derived that this is not an act of severance, as this divorce does not permit her to marry any man.

³⁴ Rabbi Yehoshua said to them: Even though your objections are valid, one does not refute the opinion of a sage after his death. After a Sage has passed away one cannot reject his opinion based on a difficulty with it, as he possibly would have provided an answer had it been presented to him while he was still alive.

³⁵ Rava said: All of the previously mentioned responses have refutations that can be raised against them except for the response of Rabbi Elazar ben Azarya, which does not have a refutation. The Gemara notes that this is also taught in a baraita, as Rabbi Yosei said: I see the statement of Rabbi Elazar ben Azarya as preferable to the statements of all the other Sages.

³⁶ The Gemara commences discussion of the baraita: The Master said that Rabbi Tarfon responded, saying: If she went and married the brother of the one to whom she was prohibited from marrying, and he died without children, is the first husband not thereby found to be uprooting a matter of Torah law? The Gemara asks: What is the meaning of the question: Is the first husband not uprooting a matter of Torah law? Is it he who is uprooting the mitzva? Rather, Rabbi Tarfon means that the husband is stipulating to uproot a matter of Torah law.

³⁷ The Gemara questions this assertion as well: Is the husband stipulating to uproot a mitzva? Did he say to her that it is not sufficient if she does not marry the brother of that man, who he rendered forbidden to her? Since he did not stipulate this, he did not uproot the mitzva; it is the woman who uprooted the mitzva by marrying specifically that man's brother. Rather, Rabbi Tarfon means that the husband is causing a matter of Torah law to be uprooted.

³⁸ The Gemara asks: He is causing a matter of Torah law to be uprooted? But if that is so, one should not marry his brother's daughter lest he die without children, and he will thereby be found to

be causing a matter of Torah law to be uprooted in that his brother will not be able to perform levirate marriage with his own daughter, and the Sages laud one who marries his brother's daughter. The Gemara responds: This is the refutation against Rabbi Tarfon's response that Rava was referring to.

³⁹ The Gemara asks: And with regard to what case did Rabbi Tarfon refute Rabbi Eliezer's opinion? If we say that it was with regard to a case in which the husband said that his wife is permitted to marry any man except for so-and-so, the refutation is irrelevant, as Rabbi Eliezer permits the woman to marry this man after she married another man.

⁴⁰ As it is taught in a baraita (Tosefta 9:1): With regard to a case where a man divorces his wife and said to her while handing her the bill of divorce: You are hereby permitted to marry any man except for so-and-so, and she went and married someone from the general public and was subsequently widowed or divorced from him, Rabbi Eliezer concedes that she is now permitted to marry the man whom she was initially prohibited from marrying by the qualification of her first husband.

⁴¹ Rather, Rabbi Tarfon's refutation was clearly stated with regard to a case where the woman was divorced on the condition that she would not marry so-and-so. A condition still applies after the woman remarries and its violation nullifies the divorce retroactively.

⁴² The baraita states that Rabbi Yosei HaGelili responded, saying: Where do we find an example of something that is forbidden to this person and permitted to that other person? What is forbidden is forbidden to everyone and what is permitted is permitted to everyone. The Gemara asks: Is there not such an example? Aren't teruma, the portion of the produce designated for the priest, and sacrificial meat forbidden to this group, i.e., non-priests (see Leviticus 22:10), and permitted to that group, i.e., priests? The Gemara answers: We are referring to a forbidden woman.

⁴³ The Gemara asks: Aren't those women with whom relations are prohibited due to familial ties forbidden to some men, i.e., their relatives, and permitted to others? The Gemara answers: We are referring to a woman who is forbidden due to marriage.

⁴⁴ The Gemara asks: Isn't a married woman forbidden to all men but permitted to her husband? The Gemara responds: This is the refutation against Rabbi Yosei HaGelili's response that Rava was referring to.

⁴⁵ The Gemara clarifies: And with regard to what case did Rabbi Yosei HaGelili raise this objection? If we say that it was with regard to a case in which the divorce was granted on the condition that she not marry a certain man, she is not entirely forbidden to him, as she is permitted to engage in licentiousness with him; the condition was with regard to marriage, not licentiousness. Rather, he clearly raised the objection with regard to a case where the husband told his wife that she is permitted to marry any man except for so-and-so, rendering her entirely forbidden to that man.

⁴⁶ The baraita states that Rabbi Akiva responded, saying: If she went and married a man from the general public, and she had children with him, and she was subsequently widowed or divorced from this second husband, and she then arose and married the one to whom she was forbidden, isn't the bill of divorce thereby nullified? And would this not render her children mamzerim?

⁴⁷ The Gemara asks: If that is so, and there is a concern that she will eventually violate the condition, in a case of any typical condition that the husband attaches to the divorce she should not remarry either, lest she not fulfill his condition and the bill of divorce be found to be nullified and her

children be rendered mamzerim. The Gemara responds: This is the refutation against Rabbi Akiva's response that Rava was referring to.

⁴⁸ The Gemara asks: And with regard to what case did Rabbi Akiva raise this objection? If we say that it was with regard to a case in which the husband said that his wife is permitted to marry any man except for so-and-so, the objection is irrelevant, as Rabbi Eliezer permits the woman to marry so-and-so after she marries another man.

⁴⁹ As it is taught in a baraita: With regard to a case where a man divorces his wife and said to her: You are hereby permitted to marry any man except for so-and-so, and she went and married someone from the general public, and was subsequently widowed or divorced from him, Rabbi Eliezer concedes that she is now permitted to marry the man whom she was initially prohibited from marrying. Rather, Rabbi Akiva's objection was clearly with regard to a case of a condition that she would not marry so-and-so.

⁵⁰ The baraita states that Rabbi Akiva added an alternative response: If the one to whom she was forbidden was a priest, and her ex-husband who divorced her died, is she not found to be a widow with regard to him and a divorcée with regard to any other man? And it is therefore an a fortiori inference that just as the prohibition against a divorcée marrying a priest is minor, and yet she is forbidden to this priest due to the element of divorce that applies to her, all the more so is it not clear that the prohibition against relations with a married woman, which is major, should apply to every man during the lifetime of the ex-husband, due to the fact that she is considered a married woman with regard to this one man? Therefore, the divorce does not take effect.

⁵¹ The Gemara asks: And with regard to what case was this objection raised? If we say that it was with regard to a case of a condition,

⁵² isn't the woman a divorcée with regard to engaging in licentious behavior with him? The husband stipulated that she not marry that man, but he did not prohibit her from engaging in licentious behavior with him. Therefore, she is considered a divorcée with regard to him as well. This removes the a fortiori inference, as with regard to all other men she is not considered married at all. Rather, the objection was clearly raised with regard to a case of exception.

⁵³ The Gemara asks: If Rabbi Akiva holds that Rabbi Eliezer is referring to a case of an exception, he should raise an objection with regard to an exception, and if he holds that Rabbi Eliezer is referring to a case of a stipulation, he should raise an objection with regard to a case of a stipulation. Why does he raise one objection with regard to an exception and then another with regard to a stipulation?

⁵⁴ The Gemara answers: Rabbi Akiva heard that there is someone who states Rabbi Eliezer's ruling with regard to an exception, and there is someone else who states it with regard to a stipulation. He therefore raised objections with regard to both exceptions and stipulations; according to the one who says that it is with regard to an exception, this is the refutation, and according to the one who says that it is with regard to a stipulation, that is the refutation.

⁵⁵ The Gemara asks: What is the refutation that Rava found for Rabbi Akiva's second objection? If we say that it is that the prohibition against marrying into the priesthood is different, and therefore the halakhot of adultery and divorce cannot be inferred from it, doesn't Rabbi Eliezer also derive his opinion from the prohibition against marrying into the priesthood? Rabbi Yoḥanan stated (82b) that Rabbi Eliezer's ruling is derived from the verse that states with regard to priests: "Neither may they

take a woman divorced from her husband” (Leviticus 21:7), indicating that even if a woman was divorced only from her husband and was not permitted to marry others, she is disqualified from marrying into the priesthood as a divorcée.

⁵⁶ The Gemara answers: Rava taught his statement in accordance with the opinion of Rabbi Yannai, who said in the name of one elder that Rabbi Eliezer’s opinion is derived not from the prohibition against marrying into the priesthood, but from the verse: “And she departs out of his house, and goes and becomes another man’s wife” (Deuteronomy 24:2), which indicates that even if he divorced her in a manner that permitted her to marry only one other man, the divorce takes effect. Therefore, Rava refutes Rabbi Akiva’s latter objection by claiming that the prohibition against marrying into the priesthood is different from other prohibitions and cannot be compared to them.

⁵⁷ It is stated in the baraita that Rabbi Yehoshua said to them: One does not refute the opinion of a lion after his death. The Gemara asks: Is this to say that Rabbi Yehoshua holds in accordance with the opinion of Rabbi Eliezer? But doesn’t he also raise a refutation against Rabbi Eliezer’s opinion?

⁵⁸ The Gemara answers that this is what he was saying to them: I also have a refutation against Rabbi Eliezer’s opinion, but both my objection and yours should not be raised, as one does not refute the opinion of a lion after his death.

⁵⁹ The Gemara asks: And what is Rabbi Yehoshua’s refutation? It is as it is taught in a baraita: Rabbi Yehoshua said that the passage: “When a man takes a wife, and marries her, and it comes to pass, if she finds no favor in his eyes, because he has found some unseemly matter in her, and he writes her a scroll of severance, and gives it in her hand, and sends her out of his house; and she departs out of his house, and goes and becomes another man’s wife” (Deuteronomy 24:1–2), juxtaposes the woman’s status before the second marriage to her status before the first marriage. It should be derived from here that just as before the first marriage she is not bound to another man, so too, before the second marriage she is not bound to another man. Therefore, a woman cannot remarry if she is still bound to her ex-husband due to a qualification that prohibits her from marrying a certain man.

⁶⁰ § The Gemara discusses the matter itself that was mentioned above in passing: With regard to a case where a man divorces his wife and said to her: You are hereby permitted to marry any man except for so-and-so, and she went and married someone from the general public and was subsequently widowed or divorced from him, Rabbi Eliezer concedes that she is now permitted to marry the man whom she was initially prohibited from marrying.

⁶¹ The baraita continues: Rabbi Shimon bar Elazar raised a refutation to Rabbi Eliezer’s statement: Where do we find a situation where this person prohibits something and that other person permits it? How can the first husband render the woman prohibited from marrying a certain man and her second husband render her permitted to do so after his death or their divorce?

⁶² The Gemara questions this refutation: Is there not such a situation? But isn’t there the case of a yevama, a woman whose husband dies childless, and he deems her forbidden to other men while she waits for his brother, her yavam, to perform levirate marriage with her, and the yavam, after performing levirate marriage with her, deems her permitted in the event of divorce or his death?

⁶³ The Gemara answers: There, it is the yavam who renders her forbidden, since if not for the yavam, i.e., if her deceased husband did not have any brothers, she would have already been released from

her bond to her husband and permitted to marry any man. It is only the existence of the yavam that prevents her from marrying other men. Therefore, it is he who renders her permitted.

⁶⁴ The Gemara asks: Isn't there the matter of vows, where the one who takes the vow prohibits something and a halakhic authority renders it permitted by dissolving the vow? The Gemara answers: Rabbi Yoḥanan says that a halakhic authority dissolves a vow only through regret of the person who took the vow. Since it is necessary for this person to express regret for taking the vow, it is not actually the halakhic authority who causes the dissolution of the vow.

⁶⁵ The Gemara asks: Isn't there the nullification of a wife's vows by the husband, where the wife vows, creating a prohibition, and her husband nullifies the vow? The Gemara answers: There it can be explained in accordance with that which Rav Pineḥas reasoned in the name of Rava, as Rav Pineḥas says in the name of Rava that with regard to any woman who takes a vow, it is from the outset contingent on her husband's consent that she takes the vow. Therefore, the husband can nullify it.

⁶⁶ § The Gemara resumes discussion of the previous baraita. Rabbi Elazar ben Azarya responded, saying: What is the meaning of the expression: "Scroll of severance [keritut]," that is used in the Torah for a bill of divorce? It means something that severs the bond between him and her entirely. You have therefore derived that this divorce, after which the wife is still bound to her husband due to his qualification, is not an act of severance.

⁶⁷ The Gemara asks: And what do the other Rabbis, who did not refute Rabbi Eliezer's opinion in this manner, do with this term "severance"? How do they interpret it? The Gemara answers: They need it for that which is taught in a baraita: If a man says to his wife: This is your bill of divorce on the condition that you will not ever drink wine, or: On the condition that you will never go to your father's house, that is not an act of severance, as she remains restricted by him indefinitely. If he stipulates that she may not do so for thirty days, that is an act of severance. The Rabbis derive from the term severance that any indefinite condition prevents the divorce from taking effect.

⁶⁸ The Gemara asks: And from where does the other Sage, Rabbi Elazar ben Azarya, derive this principle? The Gemara answers: It is derived from the fact that the verse does not utilize the basic form of the word severance, i.e., karet, but rather its conjugate, keritut. This indicates an additional principle that is derived from the term. The Gemara asks: And what do the other Sages derive from the seemingly superfluous use of this word? The Gemara answers: They do not interpret the distinction between karet and keritut.

⁶⁹ § Rava says that if a man says to his wife: This is your bill of divorce on the condition that you will not drink wine for all the days of my life, that is not an act of severance, as she remains bound to his condition for the rest of his life. If he stipulates that she may not drink wine for all the days of the life of so-and-so, that is an act of severance.

⁷⁰ The Gemara asks: What is different about the case where he mentioned the life of so-and-so? Is it because perhaps that person will die and she will thereby fulfill the condition, allowing her to remarry? With regard to his own life it is also true that perhaps he will die and she will thereby fulfill the condition. Why is the divorce invalid in that case?

⁷¹ Rather, say that if the husband tells her: This is your bill of divorce on the condition that you will not drink wine for all the days of your life, that is not an act of severance, as the wife will never be

released from this restriction. If he says: For all the days of my life, or: For all the days of so-and-so's life, that is an act of severance, as the condition can potentially be fulfilled during her lifetime.

⁷² § Rava raised a dilemma before Rav Naḥman: If a man hands his wife a bill of divorce and says to her: Today you are not my wife, and tomorrow you are my wife, what is the halakha? The Gemara elaborates: Let the dilemma be raised according to the opinion of Rabbi Eliezer and let the dilemma be raised according to the opinion of the Rabbis.

⁷³ Let the dilemma be raised according to Rabbi Eliezer: Is Rabbi Eliezer saying that only there, in the case of the mishna, the divorce is valid because concerning the one whom the husband permits the wife to marry, he permits her to marry him forever, but here, the divorce is not valid as it is limited in time? Or perhaps it is no different from the case in the mishna, and in both cases Rabbi Eliezer holds that the divorce takes effect?

⁷⁴ Let the dilemma be raised according to the Rabbis: Perhaps the Rabbis are saying only there that the divorce is invalid because the husband did not separate her from himself entirely, as she is prohibited from marrying a certain man due to his qualification. But here, the divorce takes effect, as once he separates her, even for a limited period of time, he has consequently separated her entirely.

⁷⁵ After Rava raised the dilemma he then resolved it on his own:

⁷⁶ It stands to reason, both according to Rabbi Eliezer and according to the Rabbis, that once he separates her, he has separated her entirely. By rendering her entirely permitted for one day he dissolves the bond between them and the divorce takes effect.

⁷⁷ § The Sages taught (Tosefta 6:7) that if a man says to his wife: This is your bill of divorce on the condition that you marry so-and-so, she may not marry that man, but if she marries him the marriage is valid and she need not leave her husband.

⁷⁸ The Gemara asks: What is the baraita saying? She is forbidden from marrying whom? Rav Naḥman said that this is what the baraita is saying: She may not marry him, i.e., she may not marry the man mentioned by her husband in the condition, lest people say that these people are giving their wives to each other as a gift. But if she marries another man she need not leave him.

⁷⁹ The Gemara asks: Do we not remove her from him, thereby allowing a married woman to marry anyone, due to a rabbinic decree, lest people say that the husband is giving her as a gift? As long as the condition that she would marry a specific man is not fulfilled, she is a married woman by Torah law.

⁸⁰ Rather, Rav Naḥman said that this is what the baraita is saying: She may not marry him, i.e., the man who was specified in the condition, lest people say that they are giving their wives to each other as a gift. But if she marries him she need not leave him, as we do not remove a woman from her husband due to a decree.

⁸¹ Rava said to Rav Naḥman: It may be inferred from your statement that it is specifically to him that she may not get married, but she may marry another man *ab initio*. But isn't she required to fulfill the condition by marrying the specified man before marrying someone else?

⁸² And if you would say that it is possible for her to get married today to someone else and get divorced from him tomorrow and then fulfill her condition by marrying the specified man, and you can compare it to that halakha over which you disagree with Rav Yehuda. As it was stated with regard to one who says: Sleeping is forbidden to me as if it were an offering [konam] for my eyes

today if I will sleep tomorrow, Rav Yehuda says that he may not sleep today lest he sleep tomorrow, causing the vow to have been violated today, retroactively.

⁸³ And Rav Naḥman says: He may sleep today, as there is currently no prohibition, and we are not concerned that perhaps he will sleep tomorrow, as he will be careful not to sleep. This dispute pertains to the general issue of a prohibition that will take effect retroactively if a condition is not fulfilled. Rav Yehuda holds that the prohibition must be observed until the condition is fulfilled, whereas Rav Naḥman maintains that it is not necessary to observe the prohibition, as he assumes that the condition will be fulfilled. Here too, perhaps Rav Naḥman allows the woman to marry another man because she can fulfill the condition after she is divorced from him.

⁸⁴ How can these cases be compared? There, in the case of the vow, the fulfillment of the condition is in his capability, as, if he wants to prevent himself from falling asleep he can prick himself with thorns [silevata] and he will not fall asleep. Here, is it in the woman's power to get divorced? Perhaps her husband will not agree to divorce her and the condition will not be fulfilled.

⁸⁵ Rather, Rava said that the baraita should be interpreted in the following manner: This woman may marry neither the man who was specified in the condition nor another man. She may not marry him lest people say that these men are giving their wives to each other as a gift, and she may not marry another man because she is required to fulfill the condition.

⁸⁶ And if she marries the specified man she need not leave him, as we do not remove a woman from her husband due to a decree. But if she gets married to another man she must leave him, as she is required to fulfill the condition before marrying another man.

⁸⁷ It is taught in a baraita in accordance with the opinion of Rava: This woman may marry neither him nor another man, but if she marries him she need not leave him. But if she gets married to another man she must leave him.

⁸⁸ § The Sages taught (Tosefta 7:8) that if a man says to his wife: This is your bill of divorce on the condition that you ascend to the sky, or on the condition that you descend to the depths of the sea, or on the condition that you swallow a four-cubit reed, or on the condition that you bring me a hundred-cubit reed, or on the condition that you cross the Great Sea, i.e., the Mediterranean Sea, by foot, or on any other condition that it is impossible to fulfill, it is not a valid bill of divorce.

⁸⁹ Rabbi Yehuda ben Teima says: A bill of divorce like this is a valid bill of divorce, as the condition is void. Rabbi Yehuda ben Teima said the following principle: With regard to any condition that cannot be fulfilled in the end, yet even so the husband stipulated it initially, he is only hyperbolizing. It is assumed that he did not really intend to attach a condition to the divorce, but rather, to cause her distress, and therefore the divorce is valid without her fulfilling the condition.

⁹⁰ Rav Naḥman says that Rav says: The halakha is in accordance with the opinion of Rabbi Yehuda ben Teima. Rav Naḥman bar Yitzḥak says: The language of the mishna is also precisely formulated in support of this opinion, as it teaches: With regard to any condition that can be fulfilled in the end and the husband stipulated it initially, his condition stands (Bava Metzia 94a). Consequently, if his condition cannot be fulfilled it is void. The Gemara concludes: Learn from it that the halakha is in accordance with the opinion of Rabbi Yehuda ben Teima.

⁹¹ A dilemma was raised before the Sages: If a husband said to his wife: This is your bill of divorce on the condition that you eat pig meat, what is the halakha? Abaye said: It is the same. This is also a

condition that cannot be fulfilled, as it is forbidden by Torah law. Therefore, the condition is void. Rava said: It is possible for her to eat it and be flogged for it. Consequently, the condition can be fulfilled, although it is forbidden for her to do so.

⁹² The Gemara elaborates: According to Abaye, the principle stated by Rabbi Yehuda ben Teima serves to include a condition to eat pig meat. When a tanna states a general principle, it expands the halakha beyond the specific case mentioned previously. In this case, the stating of the principle serves to apply the halakha to a condition subject to a Torah prohibition, in addition to a physical impossibility. According to Rava, when Rabbi Yehuda ben Teima stated: A bill of divorce like this is a valid bill of divorce, the limiting term of: Like this, serves to emphasize that only when there is a condition that cannot be physically fulfilled is the bill of divorce valid, and serves to exclude a condition to eat pig meat, which cannot be fulfilled due to a Torah prohibition. Therefore, if she does not fulfill this condition the divorce is invalid.

⁹³ The Gemara raises an objection to Rava's opinion from a baraita: If a man says to his wife: This is your bill of divorce on the condition that you engage in sexual intercourse with so-and-so, and the condition is fulfilled, this is a valid bill of divorce. And if the condition is not fulfilled then it is not a valid bill of divorce. If he says to her: On the condition that you do not engage in sexual intercourse with my father or your father, she is permitted to remarry, as we are not concerned that perhaps she engaged in sexual intercourse with them.

⁹⁴ But the baraita does not teach that the condition is binding when the husband says: On the condition that you engage in sexual intercourse with my father or your father, which is forbidden by Torah law. According to Abaye it works out well, as in his opinion a condition that violates Torah law is void. According to Rava it is difficult.

⁹⁵ The Gemara answers that Rava could have said to you: Granted, with regard to pig meat it is possible for her to eat it and be flogged. Similarly, if the condition is that she engage in sexual intercourse with so-and-so, it is also possible for her to bribe him with money to engage in sexual intercourse with her. But with regard to the case of my father or your father, is it in her power to engage in sexual intercourse with them? Though she can potentially perform a forbidden act in order to fulfill her desire to get married, would my father or your father perform a forbidden act? They certainly would not cooperate. Therefore, this is a condition that cannot be fulfilled, and it is considered hyperbole.

⁹⁶ Based on this analysis, according to Rava, Rabbi Yehuda ben Teima stated his principle in order to include the condition of my father and your father, as this condition is also considered impossible to fulfill. And the expression: A bill of divorce like this is a valid bill of divorce, serves to exclude the condition of eating pig meat, in which case the divorce is not valid unless she fulfills the condition.

⁹⁷ And according to Abaye this principle was stated to include the case of a condition that she should eat pig meat, and the expression: A bill of divorce like this is a valid bill of divorce, serves to exclude a condition that she should engage in sexual intercourse with so-and-so, in which case the divorce takes effect only once the condition is fulfilled, as it is possible to fulfill this condition in a permitted manner.

⁹⁸ The Gemara raises an objection from another baraita (Tosefta 6:10): If the husband said to his wife: This is your bill of divorce on the condition that you eat pig meat; or similarly, if she was a non-priestess, i.e., the daughter of an Israelite, and he stipulated: On the condition that you partake of

teruma; or if she was a nazirite and he stipulated: On the condition that you drink wine (see Numbers 6:3); in all of these cases, if the condition is fulfilled it is a valid bill of divorce, and if not, it is not a valid bill of divorce. This works out well according to Rava, who holds that a condition that she should perform a forbidden act is binding; according to Abaye it is difficult.

⁹⁹ The Gemara answers that Abaye could have said to you: Do you hold that this ruling is agreed upon by everyone? That is not the case. Rather, in accordance with whose opinion is this baraita? It is in accordance with the opinion of the Rabbis, who disagree with Rabbi Yehuda ben Teima, maintaining that even a condition that cannot be fulfilled is a valid condition.

¹⁰⁰ The Gemara challenges: Regardless of the issue of a condition that cannot be fulfilled, derive that this condition is void from the fact that the husband is stipulating counter to that which is written in the Torah, and there is a principle that with regard to anyone who stipulates counter to that which is written in the Torah, his condition is void.

¹⁰¹ Rav Adda son of Rav Ika said in response: When we say that if one stipulates counter to that which is written in the Torah his condition is void, the reference is to a case such as a man who betroths a woman on the condition that he will not be obligated to provide her with her food, her clothing, and her conjugal rights, as there he is uprooting a matter of Torah law by fulfilling the condition. But here, it is she who is uprooting a matter of Torah law by fulfilling the condition and not him.

¹⁰² Ravina strongly objects to this response: Isn't she uprooting it only in order to fulfill his condition? It is therefore found that he is uprooting a matter of Torah law by attaching this condition to the divorce.

¹⁰³ Rather, Ravina said: When we say that if one stipulates counter to that which is written in the Torah, that his condition is void, the reference is to a case such as that of a man who stipulates that he will not be obligated to provide his wife with her food, her clothing, and her conjugal rights, as by attaching this condition he is definitely uprooting a matter of Torah law. But here, is he saying to her that it is not possible for her not to eat? She may not eat and not get divorced. The condition does not counter Torah law in and of itself, as the wife has the choice of whether or not to fulfill it.

¹⁰⁴ § It is stated in the mishna: What should he do after giving her the bill of divorce and stipulating that she is not permitted to so-and-so? He should take it from her, and hand it to her again, and say to her: You are hereby permitted to marry any man. The Gemara asks: Who is the tanna who taught that? Hizkiyya said that it is Rabbi Shimon ben Elazar.

¹⁰⁵ As it is taught in a baraita: If a husband gives his wife a bill of divorce without her knowledge, Rabbi Shimon ben Elazar says that it does not take effect until he takes it from her, and hands it to her again, and says to her: This is your bill of divorce. Rabbi Yehuda HaNasi holds that it is not necessary for him to hand it to her a second time; rather, it is sufficient for him to tell her that he is giving her a bill of divorce. The mishna is therefore in accordance with the opinion of Rabbi Shimon ben Elazar, who holds that the husband must hand it to her again.

¹⁰⁶ Rabbi Yoḥanan said: You can even say that it is in accordance with the opinion of Rabbi Yehuda HaNasi. Your Sage, referring to Rav Kahana, who came from Babylonia to study in Eretz Yisrael, said that it is different here, since the wife has already acquired the bill of divorce with regard to her becoming disqualified from marrying into the priesthood due to it, and Rabbi Yehuda HaNasi holds

that he need not take it back and give it to her again. Since the bill of divorce was already partially effective, it is in the wife's possession and cannot be used by the husband to divorce her in full unless she gives it back to him and he gives it to her again. Therefore, even Rabbi Yehuda HaNasi agrees that he must give it to her a second time.

¹⁰⁷ § It is stated in the mishna that if the husband wrote his qualification inside the bill of divorce, it is invalid even if he subsequently erased it. Rav Safra said: We learned in the mishna that the bill is invalid only if he wrote the qualification inside the bill of divorce, not if he stated it orally.

¹⁰⁸ The Gemara asks: It is obvious that this is the case, as we learned in the mishna explicitly that he wrote it inside. The Gemara answers: Rav Safra stated this lest you say that this matter applies only when the qualification was written after the essential part of the bill of divorce, which contains the names of the husband and wife and the date, but before the essential part was written; even if the qualification was stated orally, the bill of divorce is invalid, as it was written with the intention that the wife would not be permitted to marry any man. Rav Safra therefore teaches us that only a written qualification in the bill of divorce renders it invalid, and an oral statement does not render it invalid. Consequently, the husband can hand this bill of divorce to his wife without stating the qualification and it will be valid.

¹⁰⁹ And Rava said: They taught that it is specifically writing the qualification that invalidates the bill of divorce only when the qualification is stated after the writing of the essential part. But if the qualification is stated before the essential part of the bill of divorce is written, even if it is stated orally, the bill of divorce is invalid.

¹¹⁰ And Rava followed his line of reasoning, as Rava said to those who write bills of divorce: Silence the husband until you write the essential part of the bill of divorce, lest he state a condition, thereby rendering the bill of divorce invalid.

¹¹¹ The Sages taught: All conditions that are written in a bill of divorce invalidate it, this is the statement of Rabbi Yehuda HaNasi. And the Rabbis say: Any qualification that invalidates the divorce when stated orally by the husband while he hands the bill of divorce to his wife invalidates it when written, and any qualification that does not invalidate it when stated orally does not invalidate it when written. Therefore, issuing a qualification that she is permitted to marry any man except for so-and-so, which invalidates the divorce when stated orally, invalidates it as well when written, whereas attaching a standard condition, which does not invalidate it when stated orally, does not invalidate it when written.

¹¹² Rabbi Zeira said: This dispute applies to a case where the condition was written in the bill of divorce before the essential part was written, as Rabbi Yehuda HaNasi holds that we issue a decree that a stipulation invalidates the bill of divorce due to a case of an exception, and the Rabbis hold that we do not issue a decree that a stipulation invalidates it due to a case of an exception. But if it was written after the essential part,

¹¹³ everyone agrees that it is valid. And the mishna, which teaches that if he wrote his qualification in the bill of divorce it is invalid, and we established that it is referring only to a case of an exception, but a condition does not render the bill of divorce invalid, does not contradict this baraita. As if you wish, say that the mishna is referring to a case where the qualification is written before the essential part of the bill of divorce, and it is in accordance with the opinion of the Rabbis. And if you wish, say

that it is referring to a case where the qualification is written after the essential part, and everyone, even Rabbi Yehuda HaNasi, agrees with regard to its ruling.

¹¹⁴ And Rava said: The dispute between Rabbi Yehuda HaNasi and the Rabbis is with regard to a case where the condition is written after the essential part, as Rabbi Yehuda HaNasi holds that we issue a decree rendering the bill of divorce invalid due to a case where the condition is written before the essential part, and the Rabbis hold that we do not issue a decree due to a case where it is written before the essential part. But if it is written before the essential part, everyone agrees that it is invalid.

¹¹⁵ And accordingly, the mishna, which teaches that if he wrote his qualification in the bill of divorce it is invalid, and we established that it is referring only to a case of an exception, but a condition does not render the bill of divorce invalid, does not contradict this baraita. It is referring to a case where he wrote the condition after the essential part, and it is in accordance with the opinion of the Rabbis, who hold that a condition written after the essential part does not render the bill of divorce invalid.

¹¹⁶ The father of Rabbi Avin taught a baraita before Rabbi Zeira: If one wrote a conditional bill of divorce, everyone agrees that it is invalid. Rabbi Zeira asked him: Everyone agrees that it is invalid? But don't they disagree about this?

¹¹⁷ Rabbi Zeira therefore modified the baraita in accordance with his opinion: Rather, say that everyone agrees that it is valid. And what are the circumstances in which both sides agree that it is valid? It is referring to a case where the condition is written after the essential part of the bill of divorce.

¹¹⁸ The Gemara counters: Let Rabbi Zeira say an alternative modification of the baraita: It is invalid, omitting the words: Everyone agrees, and this baraita is in accordance with the opinion of Rabbi Yehuda HaNasi. The Gemara answers: The tanna taught him that everyone agrees, which is a conspicuous statement. Although he may conceivably confuse the word valid with invalid, he certainly does not confuse the phrase: It is, with the phrase: Everyone agrees. Therefore, Rabbi Zeira modified the baraita the way he did.

¹¹⁹ MISHNA: If a man says to his wife while handing her a bill of divorce: You are hereby permitted to marry any man, except to marry my father or to marry your father, to marry my brother or to marry your brother, to marry a slave or to marry a gentile, or to marry anyone to whom she cannot legally become betrothed, the divorce is valid. Since these men cannot betroth her anyway, his qualification is meaningless.

¹²⁰ If he says to her: You are hereby permitted to marry any man, except for when doing so violates the following: The prohibition against a widow being married to a High Priest; the prohibition against a divorcée or a yevama who performed ḥalitza [ḥalutza] being married to a common priest; a mamzeret or a Gibeonite woman being married to an Israelite man; an Israelite woman being married to a mamzer or to a Gibeonite man; or marrying anyone to whom she can legally become betrothed, even if this betrothal would be a transgression, such as in the aforementioned cases; in all of these cases the divorce is invalid. His statement renders it a partial divorce, as the woman is still not permitted to marry any man who is eligible to betroth her.

¹²¹ GEMARA: The stating of the generalization in the first clause of the mishna: Anyone to whom she cannot legally become betrothed, serves to include the rest of those liable to receive karet for engaging in sexual intercourse with her, who are not listed explicitly in the mishna. The stating of the

generalization in the last clause of the mishna: Anyone to whom she can legally become betrothed, serves to include the rest of those liable by a prohibition for engaging in sexual intercourse with her, such as an Ammonite and a Moabite, a Gibeonite, an Egyptian, and an Edomite (Deuteronomy 23:4, 8–9). Although they are all prohibited from engaging in sexual intercourse with her due to a prohibition or a positive mitzva, she can legally become betrothed to them.

¹²² § Rava raised a dilemma before Rav Naḥman: If the husband says that she is permitted to marry any man except for a betrothal to so-and-so, who is a minor boy at that time, what is the halakha? Do we say that now, since he is in any event not eligible for betrothal, as a minor boy cannot betroth a woman, the husband's qualification does not prohibit his wife to anyone, and it is a complete act of severance? Or perhaps, since he will reach eligibility for betrothal, is the husband's qualification considered as prohibiting her to someone to whom betrothal could apply?

¹²³ Rav Naḥman said to him: You learned the solution to this dilemma in a baraita: A minor girl can get divorced from her husband even if she was betrothed to him through her father's betrothal, i.e., her father betrothed her to her husband (see Deuteronomy 22:16).

¹²⁴ Why can she? But don't we need there to be a broad similarity between the halakhot of divorce and betrothal, as derived from the juxtaposition between the clause: "And she departs," and the clause: "And becomes" (Deuteronomy 24:2), which serves as the basis for the comparison of the halakhot of divorce and betrothal? Accordingly, since she will not be eligible to receive her own betrothal until she reaches majority, she should not be able to receive her bill of divorce. Rather, evidently, since she will eventually reach the age of eligibility to receive her own betrothal she is considered essentially eligible for betrothal now as well. Here also, since the minor boy, whom the husband prohibited the wife from marrying, will reach the age of eligibility for betrothal, the divorce is invalid.

¹²⁵ Rava raised another dilemma: If the husband says that she is permitted to marry any man except for those who will be born in the future, what is the halakha? Should it be reasoned that now, since in any event they are not yet born, the qualification is void, as it pertains to people who do not exist? Or perhaps they are considered forbidden to her as they will be born in the future.

¹²⁶ Rav Naḥman said to him: You learned the solution to your dilemma in the mishna, which states that if the husband says that she is forbidden to marry a slave or to marry a gentile the divorce is valid; if it is so that future situations are taken into account, a slave and a gentile are also likely to convert. Therefore, the husband is prohibiting her from marrying a man whom she might be able to marry in the future, which should render the divorce invalid. Evidently, only the present situation is taken into consideration.

¹²⁷ The Gemara rejects this solution: Those people do not stand before the court ready to convert. It is only a possibility that they will convert, as there is no reason to assume that they will do so. By contrast, these people who will be born stand ready to be born. Therefore, this solution cannot be inferred from the mishna.

¹²⁸ Rava raised another dilemma: If he permits her to marry any man except for her sister's husband, what is the halakha? Should it be reasoned that now, since in any event she is not yet fit for him, as sexual intercourse between them is punishable by karet, the divorce is valid? Or perhaps should it be reasoned that sometimes a woman's sister dies and she is thereby fit to marry her husband?

¹²⁹ Rav Naḥman said to him: You learned the solution to your dilemma in the mishna, which states that if the husband says that she is forbidden to marry a slave or to marry a gentile the divorce is valid. And a slave and a gentile are also potentially fit to marry her as they are likely to convert. Evidently, only the current situation is taken into account. The Gemara rejects this; whereas conversion is uncommon, death is common.

¹³⁰ Rava raised another dilemma: If he says to her: You are hereby permitted to any man except for your licentiousness, meaning she may get married to any man but she may not engage in sexual intercourse outside of a second marriage, as she is still rendered a married woman in that regard, what is the halakha in this case? Is the divorce valid? Should it be reasoned that with regard to marriage he did not leave anything out of the divorce, as she is permitted to marry any man, or perhaps he left out part of the divorce with regard to sexual intercourse?

¹³¹ Rav Naḥman said to him: You learned the solution in the mishna: If the husband says while handing her the bill of divorce: You are hereby forbidden to my father or to your father, the divorce is valid. And with regard to what action is this stated? If we say that it is with regard to marriage, are my father and your father eligible for marriage? Her betrothal to them would not take effect. Rather, is it not with regard to them engaging in licentiousness with her? And it may be inferred from the mishna that only if he renders her forbidden to my father or to your father is it not considered as if he left out part of the divorce, rendering the divorce valid; but if he renders her forbidden to engage in licentiousness with another man, it is considered as if he left out part of the divorce, and it will not take effect.

¹³² The Gemara rejects this: Perhaps the mishna is referring to marriage, where the father transgresses the prohibition and marries her anyway. Therefore, the halakha with regard to licentiousness cannot be inferred from here.

¹³³ Rava raised another dilemma: If he says to her that she is permitted to any man except for engaging in intercourse in an atypical manner, i.e., anal intercourse, what is the halakha? Should it be reasoned that with regard to typical sexual intercourse he did not leave out part of the divorce, rendering the divorce valid? Or perhaps from the fact that the expression: “Cohabitations of a woman” (Leviticus 20:13), is written in the plural, it is derived that typical and atypical sexual intercourse have the same status, and accordingly this is considered a partial divorce, and it will not take effect.

¹³⁴ The Gemara raises a similar dilemma: If he says to her that she is permitted to marry any man: Except for the halakhot of the nullification of your vows, i.e., no man who marries her can nullify her vows other than her ex-husband, who retains his power to do so, what is the halakha? Should it be reasoned that with regard to her ability to enter into marriage, he did not leave out anything from his act of severance? Or perhaps is it derived from that which is written: “Her husband may sustain it, or her husband may nullify it” (Numbers 30:14), that a husband’s power to nullify his wife’s vows is an intrinsic component of being married, and therefore this divorce is not a complete severance?

¹³⁵ The Gemara raises another dilemma: If he says to her: You are hereby permitted to marry any man except for your partaking of teruma, i.e., if she marries a priest she will not be able to partake of teruma, what is the halakha? Should it be reasoned that with regard to her ability to enter into marriage, he did not leave out anything from his act of severance? Or perhaps is it derived from that which is written: “The purchase of his money, he may eat of it” (Leviticus 22:11), indicating that a

priest's wife partakes of teruma because she is his acquisition, and that if she is prohibited from partaking of teruma, then his acquisition of her is not complete?

¹³⁶ The Gemara raises another dilemma: If he says to her: You are hereby permitted to marry any man except for your inheritance, i.e., her future husband will not be considered her husband with regard to the halakhot of inheritance, what is the halakha? Should it be reasoned that with regard to her ability to enter into marriage, he did not leave out anything from his act of severance? Or perhaps since it is derived that a husband inherits from his wife, who is considered his next of kin, from that which is written: "To his kinsman that is next to him of his family and he shall possess it" (Numbers 27:11), then if a husband does not become his wife's beneficiary, is their marriage not complete?

¹³⁷ The Gemara raises another dilemma: If he says to her: You are hereby permitted to marry any man except for your ability to enter betrothal by receiving a document, i.e., if another man betroths her by giving her a document of betrothal, the betrothal will not take effect, what is the halakha? Do we say that since one can still betroth her with money or with sexual intercourse, the act of severance is complete? Or perhaps is it derived from the juxtaposition between the clause: "And she departs" and the clause: "And becomes" (Deuteronomy 24:2), that the different ways of becoming a wife are compared to each other, so that the inability to perform one of them renders the severance incomplete?

¹³⁸ The Gemara comments: These dilemmas shall all stand unresolved.

¹³⁹ MISHNA: The basic, essential, element of a bill of divorce is: You are hereby permitted to marry any man.

¹⁴⁰ Rabbi Yehuda says that there is also another essential sentence: And this that you shall have from me is a scroll of divorce, and a letter of leave, and a bill of dismissal to go to marry any man that you wish. And the basic element of a bill of manumission for a maidservant is: You are hereby a free woman, or: You are hereby your own.

¹⁴¹ GEMARA: It is obvious that if one stated in a bill of divorce for his wife: You are hereby a free woman, he has stated nothing, as that is not a statement of divorce. Similarly, if one stated in a bill of manumission for his maidservant: You are hereby permitted to marry any man, he has stated nothing, as that is not a statement of manumission.

¹⁴² The Gemara asks: If he stated in a bill of divorce for his wife: You are hereby your own, what is the halakha? Is he saying to her: You are entirely your own, meaning that she has full control over her status and may marry another man? Or is he saying to her: You are your own with regard to work, meaning that she may keep the revenue from her work? If so, this is not a statement of divorce.

¹⁴³ Ravina said to Rav Ashi: Come and hear a solution that we learned in the mishna: The basic element of a bill of manumission is: You are hereby a free woman, or: You are hereby your own. And just as with regard to a slave, whose body is acquired by the master, if the master states in a bill of manumission for the slave: You are hereby your own, the slave acquires his body, all the more so with regard to a wife, whose body is not acquired by her husband, is it not clear that by his writing in a bill of divorce: You are hereby your own, she is completely released from their marriage?

¹⁴⁴ Ravina said to Rav Ashi: If he stated in a bill of manumission for his slave: I have no business with you, what is the halakha? Is this a valid statement of manumission?

¹⁴⁵ Rav Ḥanin said to Rav Ashi, and some say that it was Rav Ḥanin from Meḥoza who said this to Rav Ashi: Come and hear a solution that we learned in a baraita: With regard to one who sells his slave to a gentile, the slave is emancipated but nevertheless requires a bill of manumission from his first master. Rabban Shimon ben Gamliel said: In what case is this statement said? It is when the master did not write his document for the slave when he sold him; but if he wrote his document for him, that is the slave's bill of manumission.

¹⁴⁶ The Gemara asks: What is the phrase: His document, referring to? Rav Sheshet says that he writes for him as follows: When you will escape from the gentile to whom I sold you, I have no business with you. Consequently, as soon as he escapes his gentile master in any manner, he is entirely emancipated. It may be derived from here that the statement: I have no business with you, is valid with regard to manumission.

¹⁴⁷ § It is stated in the mishna that Rabbi Yehuda says that in addition to the statement: You are hereby permitted to marry any man, there is another essential sentence in the bill of divorce: And this [veden] that you shall have from me is a scroll of divorce and a letter [ve'iggeret] of leave. The Gemara asks: With regard to what principle do Rabbi Yehuda and the Rabbis disagree? The Gemara answers: The Rabbis hold that ambiguous intimations are valid intimations. An incomplete statement is sufficient as long as the intention is clear from the context. And therefore, even if he does not write for her explicitly: And this that you shall have from me is a scroll of divorce and a letter of leave, the bill of divorce is valid as it is evident that he is divorcing her with this bill of divorce.

¹⁴⁸ And Rabbi Yehuda holds that ambiguous intimations are not valid intimations, and therefore the reason that the bill of divorce is valid is that he writes for her: And this that you shall have from me is a scroll of divorce and a letter of leave, so it is evident that he is divorcing her with this bill of divorce. But if he does not write for her: And this that you shall have from me is a scroll of divorce and a letter of leave, people will say that he is divorcing her orally, and will mistakenly assume that the husband's statement to her when he hands her the bill of divorce is what causes the divorce to take effect, and that the document is merely evidence of the divorce, rather than the divorce itself.

¹⁴⁹ § The Gemara relates several rulings concerning the precise terminology to be used in writing a bill of divorce. Abaye said: This person who writes a bill of divorce should not write the word meaning: And this, by spelling it vav, dalet, yod, nun, as that can be misread as having the vowel of a ḥirik under the letter dalet, not a tzeire. Read with a ḥirik, it indicates: And there is a law that we should get divorced. Rather, he should make sure to write the word meaning: And this, without a yod, so that it is clear that it should be read with a tzeire.

¹⁵⁰ And he should not write the word meaning: A letter, by spelling it ales, yod, gimmel, reish, tav, as that can be confused with another identically spelled word that indicates a roof. Rather, he should write the word meaning: A letter, without a yod. And he should not write: To go, by spelling it lamed, yod, mem, heh, khaf, as that could be read as a conjunction which indicates: For me from this. And he should be sure not to write limḥakh, i.e., he must be careful that the letter heh not look like a ḥet, as that indicates that it is like a joke.

¹⁵¹ Abaye continues: In the clause: That you shall be permitted to go marry any man that you wish, the words ditihevyin and ditzviyin must include three instances of the letter yod in a row in each word, as with only two instances of the letter yod these words indicate: That they shall be [tehevyan], and: That they wish [tizviyan], referring to other women. And he should extend the vav of teirukhin

and the vav of shevukin, as otherwise, the vav may be mistaken for a yod, and those words spelled with a yod indicate divorced [terikhin] and left [shevikin] women. In other words, it will change the meaning from describing the document as one that divorces or sends away to describing the women as divorced and sent away.

¹⁵² And in the clause: And now [ukhedu] I have dismissed and ousted and divorced you, he should extend the vav of khedu, as otherwise, the vav may be mistaken for a yod, and spelled with a yod it indicates: And with nothing [ukhedi]. And in the expression: To go marry [lehitnasseva] he should not write le'itnasseva with an ales and a yod, as, if he leaves space between the letters it will indicate: Will not get married [la yitnasseva]. Rather, he should write lehitnasseva, with a heh and without a yod, so there will be no room for this error.

¹⁵³ § A dilemma was raised before them: Do we need to write: And this that you shall have from me is a scroll of divorce, and a letter of leave, and a bill of dismissal to go to marry any man that you wish, or do we not need to write the clause beginning with the words: And this? Is the halakha in accordance with the opinion of Rabbi Yehuda or the Rabbis?

¹⁵⁴ Come and hear a solution, as Rava instituted the following wording in bills of divorce: We saw how so-and-so, son of so-and-so, dismissed and divorced so-and-so, his wife, who was his wife from beforehand, from this day and forever. But he did not state the clause beginning with the words: And this.

¹⁵⁵ The Gemara challenges this solution: And according to your reasoning, did Rava state all of the other necessary clauses of a bill of divorce? Rather, we need to write them even though they were not mentioned explicitly in Rava's formulation. Here too, we need to write the clause beginning with the words: And this, even though it was not mentioned specifically by Rava.

¹⁵⁶ § The Gemara analyzes the wording instituted by Rava: The expression: From this day, is written to the exclusion of the statement of Rabbi Yosei, who said: The date written in a document proves when it takes effect, and therefore it is not necessary to write the expression: From this day. Rava added this expression to take the opposite opinion into account.

¹⁵⁷ The expression: And forever,

¹⁵⁸ was instituted to the exclusion of that which Rava asked Rav Nahman, with regard to a case where the husband said to his wife while handing her the bill of divorce: Today you are not my wife and tomorrow you are my wife. Does this limitation take effect? Although the conclusion of that inquiry was that once the wife is divorced she is divorced forever, Rava instituted the addition of this expression in the text of the bill of divorce to remove any uncertainty with regard to such a case.

¹⁵⁹ § It is stated in the mishna: The basic element of a bill of manumission for a maidservant is: You are hereby a free woman, or: You are hereby your own. Rav Yehuda instituted the following formulation in a document of sale for slaves: This slave is justified, i.e., fit for slavery, and he is dismissed and removed from manumission and from accusations and from contests of the king and queen, meaning that he was not sentenced to death by the governmental court. And there is not a sign [reshum] of ownership of another person on him. And he is clean of any blemish and of boils that emerge on him for four [tatzhar] years, whether new or old.

¹⁶⁰ The Gemara asks tangentially: What is the cure for boils? Abaye said: One takes ginger [ginebara], and slag from silver, and sulfur [kavrita], and wine vinegar, and olive oil, and white naphtha [natpik], and spreads it with a goose feather.

¹⁶¹ MISHNA: Three bills of divorce are invalid ab initio, but if the woman marries another man on the basis of one of these bills of divorce the lineage of the offspring from this marriage is unflawed. In other words, she is not considered to be a married woman who engaged in sexual intercourse with another man, which would impair the lineage of their child.

¹⁶² These three bills are: A bill of divorce that the husband wrote in his handwriting but has no signatures of witnesses on the document at all, a case where there are signatures of witnesses on the document but there is no date written on it, and a case where there is a date written on it, but it contains only one witness. These are the three invalid bills of divorce with regard to which the Sages said: And if she marries, the lineage of the offspring is unflawed.

¹⁶³ Rabbi Eliezer says: Even though there are no signatures of witnesses on the document, but he handed it to her in the presence of two witnesses, it is a valid bill of divorce. And on the basis of this bill of divorce the woman can collect the amount written for her in her marriage contract even from lien property, as Rabbi Eliezer maintains that the witnesses sign the bill of divorce only for the betterment of the world. If no witnesses sign a bill of divorce the husband can contest its validity at any time by denying that he wrote it. Nevertheless, the witnesses' signatures are not an essential part of a bill of divorce.

¹⁶⁴ GEMARA: The Gemara asks: But are there no other invalid bills of divorce? But isn't there an outdated bill of divorce, where the husband and wife were secluded after it was written and before it was handed to her? The Gemara answers that there is a difference between the cases: There, in the case of an outdated bill of divorce, if the woman remarries on the basis of that bill of divorce she need not leave her husband; here, she must leave him.

¹⁶⁵ The Gemara asks: This works out well according to the one who says that here she must leave her husband, even though the lineage of their children is unflawed. But according to the one who says that here she need not leave, what is there to say? Why is an outdated bill of divorce not mentioned in the mishna?

¹⁶⁶ The Gemara answers: There is still a difference between the cases, as there, in the case of an outdated bill of divorce, she may remarry ab initio; while here, it is only after the fact, if she remarried, that she need not leave her second husband.

¹⁶⁷ The Gemara asks: But isn't there a bare bill of divorce, i.e., one that is missing a signature, which is also invalid? The Gemara answers: There, if the woman remarries based on this bill of divorce the offspring of her second marriage is a mamzer; here, the lineage of the offspring is unflawed.

¹⁶⁸ The Gemara asks: This works out well according to Rabbi Meir, who said that anyone who deviates from the formula coined by the Sages with regard to bills of divorce renders the offspring a mamzer. Therefore, a bare bill of divorce is completely invalid, and if the woman remarries the offspring is a mamzer. But according to the Rabbis, who hold that the offspring is not a mamzer, what is there to say? Why is a bare bill of divorce not listed in the mishna?

¹⁶⁹ The Gemara answers that there is still a distinction between the cases: There, if the woman remarries she must leave her husband, even according to the Rabbis who hold that the offspring is not a mamzer; here, she need not leave her husband.

¹⁷⁰ The Gemara asks: This works out well according to the one who says that here she need not leave her husband; but according to the one who says that here she must leave her husband, what is there to say? The Gemara answers: Apparently the mishna is not speaking about a folded and tied bill of divorce, which requires a signature on every fold, but rather, an open bill of divorce. There are only three cases in which this type of a bill of divorce is invalid in a manner that obligates the woman, if she remarries, to leave her second husband, although the lineage of their children would be unflawed.

¹⁷¹ The Gemara asks: But isn't there a bill of divorce that is invalid due to the need to maintain peaceful relations with the kingdom, as it mentions the year of the divorce according to the age of another kingdom? Why is this not mentioned in the mishna? The Gemara answers: There, she must leave her husband; here, she need not leave her husband.

¹⁷² The Gemara asks: This works out well according to the one who says that here she need not leave her husband. But according to the one who says that she must leave her husband, what is there to say? The Gemara answers: There, the offspring is a mamzer; here, the lineage of the offspring is unflawed.

¹⁷³ The Gemara asks: This works out well according to Rabbi Meir; but according to the Rabbis, who hold that in the case of a bill of divorce in which the date is written according to the age of another kingdom, the offspring is not a mamzer, what is there to say? The Gemara answers: The one who holds that in the cases in the mishna the woman must leave her husband establishes it in accordance with the opinion of Rabbi Meir, according to whom there, the offspring is a mamzer. Here, the lineage of the offspring is unflawed.

¹⁷⁴ The mishna emphasizes twice that there are three bills of divorce that are invalid. The Gemara asks: What does the quantity in the first clause serve to exclude? And what does the quantity in the latter clause serve to exclude?

¹⁷⁵ The Gemara answers: The quantity mentioned in the first clause serves to exclude those invalid bills of divorce that we previously mentioned, which are treated either more or less stringently than the cases in the mishna.

¹⁷⁶ The quantity mentioned in the latter clause serves to exclude that which is taught in a baraita: With regard to an agent who brings a bill of divorce for a certain woman from a country overseas, and gives it to her but does not say to her: It was written in my presence and it was signed in my presence, and she remarries, her second husband must divorce her, and the offspring of their marriage is a mamzer. This is the statement of Rabbi Meir.

¹⁷⁷ And the Rabbis say: The offspring of the second marriage is not a mamzer; rather, how should the agent act to rectify the situation? He should take the bill of divorce from her, and give it to her again in the presence of two witnesses and say: It was written in my presence and it was signed in my presence. Since this problem can be corrected, it is not listed in the mishna as one of the invalid bills of divorce.

¹⁷⁸ § It is stated in the mishna: A bill of divorce that the husband wrote in his handwriting, but has no signatures of witnesses on it at all, is invalid; nevertheless, if the woman remarries, the lineage of the

child born from her second husband is unflawed. Rav says: We learned that this is referring to his handwriting.

¹⁷⁹ The Gemara asks: With regard to which clause of the mishna is this referring? If we say that it is referring to the first clause, what Rav said is obvious, as the case of his handwriting is explicitly taught in that clause.

¹⁸⁰ And if it is rather referring to the middle clause, i.e., an undated bill of divorce, why does it matter whether it was written in the husband's handwriting? Aren't there signatures of witnesses on it? Rather, it must be referring to the latter clause in the mishna, i.e., a bill of divorce that has a date written on it but has only the signature of one witness.

¹⁸¹ And Rav is saying that specifically when the bill of divorce is written in his handwriting and has the signature of one witness, the woman's child from her second husband is of unflawed lineage. But if it is written in a scribe's handwriting, even if it includes the signature of one witness, the child's lineage is not unflawed, but rather he is a mamzer, as the bill of divorce is completely invalid.

¹⁸² And Shmuel says: Even where it is written in a scribe's handwriting and it has the signature of a witness, the lineage of the child is unflawed, as we learned in a mishna (87b): In the case of a bill of divorce in which the scribe's handwriting is recognizable and there is one witness signed, it is valid.

¹⁸³ And Rav would respond: Is that case comparable? There, in that case, the mishna indicates that the woman may marry ab initio. Therefore, it must be a case where the scribe also signed as a second witness. But here, in the case of this mishna, the bill of divorce is invalid and the woman may not remarry; it is only if she remarried and had a child that his lineage is rendered unflawed after the fact. Therefore, it must be referring to a case where the husband wrote it.

¹⁸⁴ And Shmuel, who holds that both cases are referring to a bill of divorce that was written by a scribe but not signed by the scribe as one of the witnesses, would respond that the contradiction is not difficult. That mishna, where the bill of divorce is rendered valid ab initio, is referring to the handwriting of an expert scribe, who can presumably be relied upon to have written the bill of divorce properly and only according to the husband's instructions, and this mishna is referring to the handwriting of a scribe who is not expert. Since the bill of divorce was not signed by two witnesses, there is concern that the scribe did not write it properly.

¹⁸⁵ And similarly, Rabbi Yoḥanan says in accordance with the opinion of Rav: We learned that the mishna is referring to his handwriting. Rabbi Elazar, assuming that Rabbi Yoḥanan was explaining the middle clause, said to him: Aren't there signatures of witnesses in the bill of divorce? Why is the husband's handwriting necessary? Rabbi Yoḥanan said to him: I was referring to the latter clause, in which there is only one witness.

¹⁸⁶ § With regard to the three invalid bills of divorce mentioned in the mishna, sometimes Rav said that if the woman remarries based on one of these bills of divorce she must leave her second husband, and sometimes Rav said that she need not leave.

¹⁸⁷ How so? How can the contradiction between Rav's statements be explained? If she already has children from her second husband then she need not leave him, as, if she is required to leave him there will be slander that their children are mamzerim. But if she does not have children from him, she must leave him.

¹⁸⁸ Mar Zutra bar Toviya raises an objection to Rav's opinion from a mishna (Yevamot 30b). With regard to a woman whose husband died childless [yevama] but who is prohibited from marrying her late husband's brother [yavam] because he is a forbidden relative to her, not only is she herself exempt from levirate marriage, but she causes any rival wives of hers to be exempt as well, even if they are not forbidden relatives to the brother. The mishna lists fifteen examples of such forbidden relatives (Yevamot 2a). And if any of these fifteen women had undergone a betrothal or divorce whose status is uncertain with the deceased brother, those rival wives must perform the ritual through which the yavam frees the yevama of her levirate bonds [ḥalitza] and may not enter into levirate marriage, since they are possibly the rival wives of a forbidden relative.

¹⁸⁹ How could there be a betrothal whose status is uncertain? If he threw her money or a document as betrothal in the public domain, and the item was possibly closer to her, whereby she could acquire the object and become betrothed, and possibly closer to him, preventing her from acquiring it, this is a case of a betrothal whose status is uncertain.

¹⁹⁰ How can there be a divorce whose status is uncertain? It is in the cases of invalid bills of divorce mentioned in the mishna here: A bill of divorce that the husband wrote in his handwriting but has no signatures of witnesses on the document at all, a case where there are signatures of witnesses on the document but there is no date written on it, and a case where there is a date written on it but it contains only one witness. In each of the three cases, this is considered a divorce whose status is uncertain.

¹⁹¹ And if you say that despite this woman's problematic divorce she need not leave her second husband, her rival wife from her first marriage might come to enter into levirate marriage after the first husband's death, assuming that she was already divorced. This would violate the ruling of the mishna in tractate Yevamot that she may not do so, as the status of the divorce is uncertain and therefore it is uncertain whether she is the rival wife of a forbidden relative.

¹⁹² The Gemara answers: She may enter into levirate marriage, and there is no problem with that, as the difficulty with the bill of divorce is merely a concern by rabbinic law. By Torah law it is a complete bill of divorce, and the rival wife is fit for levirate marriage.

¹⁹³ Contrary to Rav's opinion that a woman who remarries based on one of these bills of divorce must leave her second husband unless they have children, Levi says that she is never required to leave him, whether or not they have children. And similarly, Rabbi Yoḥanan says that she is never required to leave him.

¹⁹⁴ And similarly, Rabbi Yoḥanan said to the sons of Rabbi Ḥalafta of Huna: Your father said the following two statements that I heard from him: That she is never required to leave him, and that a kartzit in the sheaf does not disqualify water of purification (see Numbers 19:17–19). Even if a kartzit drinks from this water, it may still be sprinkled on a person in order to purify him from ritual impurity imparted by a corpse.

¹⁹⁵ The Gemara asks: What is a kartzit? Abaye said that it is a species of fly [didveta] that is found between the sheaves.

¹⁹⁶ Rav Daniel bar Rav Ketina raises an objection to this ruling from the Mishna (Para 9:3): All birds disqualify water of purification by drinking from it, because some of the water spills from the bird's beak back into the basin after being disqualified by having been in the bird's mouth. This is the

halakha with regard to all birds except for the pigeon, because it sucks the water, which prevents it from spilling back. And if it is so that a kartzit does not disqualify water of purification, let the mishna teach that all birds disqualify except for the pigeon and the kartzit.

¹⁹⁷ The Gemara answers: The matter is not clear-cut, as, while a large kartzit does not disqualify the water, a small one does disqualify it. This ruling is not mentioned in the mishna, as it is not common to all species of kartzit. The Gemara asks: And how small must a kartzit be to disqualify water of purification? Rabbi Yirmeya said, and some say that it was Rabbi Ami who said: The size is up to an olive-bulk.

¹⁹⁸ § It is stated in the mishna that Rabbi Elazar says: Even if there are no signatures of witnesses on the document, but rather he handed it to her in the presence of two witnesses, it is a valid bill of divorce. Rav Yehuda said that Rav said that the halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce. But when I said this halakha before Shmuel, he said that the halakha is in accordance with Rabbi Elazar with regard to monetary documents as well.

¹⁹⁹ The Gemara asks: But does Rav hold that with regard to monetary documents the halakha is not in accordance with Rabbi Elazar? Doesn't Rabbi Elazar teach in the mishna that on the basis of this bill of divorce a woman can collect the amount written in her marriage contract even from lien property? Apparently, Rabbi Elazar's ruling has monetary ramifications as well.

²⁰⁰ The Gemara answers: Rabbi Elazar made two statements, i.e., his ruling was both with regard to divorce and with regard to monetary documents. And Rav holds in accordance with his opinion with regard to one issue, i.e., divorce, and disagrees with his opinion with regard to one issue, monetary documents.

²⁰¹ And similarly, Rabbi Ya'akov bar Idi says that Rabbi Yehoshua ben Levi says: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce. And Rabbi Yannai says: This does not have even the trace of a bill of divorce.

²⁰² The Gemara asks: But does Rabbi Yannai not hold in accordance with the opinion of Rabbi Elazar at all, as opposed to the other amora'im? The Gemara answers: Rather, this is what Rabbi Yannai is saying: According to the Rabbis, who disagree with Rabbi Elazar, this bill of divorce does not have even the trace of a bill of divorce.

²⁰³ And similarly, Rabbi Yosei, son of Rabbi Ḥanina, says that Reish Lakish says: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce. And Rabbi Yoḥanan says: This does not have even the trace of a bill of divorce.

²⁰⁴ The Gemara asks: Let us say that Rabbi Yoḥanan does not hold in accordance with the opinion of Rabbi Elazar at all. The Gemara answers: Rather, this is what Rabbi Yoḥanan is saying: According to the Rabbis, who disagree with Rabbi Elazar, this does not have even the trace of a bill of divorce.

²⁰⁵ Rabbi Abba bar Zavda sent the following request to Marei bar Mar: Ask Rav Huna whether the halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce or whether the halakha is not in accordance with his opinion.

²⁰⁶ Meanwhile, before this request reached him, Rav Huna died. Rabba, son of Rav Huna, said to Marei bar Mar: My father said in the name of Rava like this: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce. And our teachers who are well-versed in matters of halakha also said in the name of our teacher that the halakha is in accordance with the

opinion of Rabbi Elazar with regard to bills of divorce, as Rav Ḥama bar Gurya, referred to as our teachers, says that our teacher Rav says: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce.

²⁰⁷ There are those who say a different version of this statement: And our colleagues who are well versed in matters of halakha and the disciples of our teacher said in the name of our teacher that the halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce, as Rav Ḥisda, Rabba bar Rav Huna's colleague, said that Rav Ḥama bar Gurya, his teacher, said that Rav said: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce.

²⁰⁸ And similarly, when Ravin came from Eretz Yisrael he said that Rabbi Elazar, the amora, says that Rav says: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce.

²⁰⁹ MISHNA: With regard to a case of two men who sent their wives two identical bills of divorce with an agent, as both their names and their wives' names are identical, and the two bills of divorce were mixed up, the agent should hand both bills of divorce to this wife and both of them to that wife, so that each wife definitely receives her bill of divorce, although it is unclear which one is hers. Therefore, if one of the bills of divorce was lost before it was given to both women, the other is void, because it is unknown which bill of divorce was meant for which woman.

²¹⁰ With regard to five husbands who wrote a general wording in the bill of divorce, i.e., who wrote one common bill of divorce for their wives with a single formula, writing that so-and-so divorces his wife so-and-so, and so-and-so divorces so-and-so, and the witnesses signed below, in this case all of these bills of divorce that were combined into one bill are valid; and the bill must be handed to each and every wife individually, so they will all be divorced by it.

²¹¹ If the scribe was writing a separate formula in the bill of divorce for each and every couple, and the witnesses signed below, the formula with which the witnesses' signatures are read is valid. In other words, the formula directly underneath which they signed is valid, and the others are not valid.

²¹² GEMARA: Who is the tanna who taught that the two bills of divorce that were mixed up should be handed to both wives? Rabbi Yirmeya said: It is not in accordance with the opinion of Rabbi Elazar, as had it been in accordance with the opinion of Rabbi Elazar, since he says that witnesses of the transmission of the bill of divorce effect the divorce, handing both bills of divorce to both wives would not enable the divorce of each woman to take effect. This is because the witnesses do not know at the time of the transmission with which one of the bills of divorce she is being divorced.

²¹³ Abaye said: You can even say that it is in accordance with the opinion of Rabbi Elazar. Say that although Rabbi Elazar requires the writing of the bill of divorce to be for her sake, i.e., with the specific woman and man for whom it is designated in mind, does he require giving it to her for her sake? Although the transmission of the bill of divorce is what causes it to take effect, it need not be done with the designated woman in mind. Therefore, the divorce here is valid, as the bill of divorce was definitely given to the wife for whom it was intended.

²¹⁴ § It is stated in the mishna: With regard to five husbands who wrote a general wording in a bill of divorce, all of them can divorce their wives with it. But if a separate formula was written for each, only the last one is valid. The Gemara asks: What are the circumstances of the case of the general

wording, and what are the circumstances of the case of the separate formula that was written for each couple?

²¹⁵ Rabbi Yoḥanan says: If there is one date and one formula written for all of them, such as: On such-and-such a date so-and-so divorced so-and-so, and so-and-so divorced so-and-so, that is a general wording. If a separate date and formula was written for each and every one of them, that is considered a separate formula.

²¹⁶ And Reish Lakish says:

²¹⁷ Even if one date was written for all of them it is still considered a separate formula if the divorce of each couple is mentioned separately. Rather, what are the circumstances of the case of a general wording? It is a case where one wrote: We, so-and-so and so-and-so, have hereby divorced our wives so-and-so and so-and-so.

²¹⁸ Rabbi Abba objects to this: According to Rabbi Yoḥanan, who says that when there is one date written for all of them that is a general wording, we should be concerned that perhaps when the witnesses signed the bill of divorce they intended to sign for only the last couple. Isn't it taught in a baraita (Tosefta 9:9) that if witnesses are signed on a greeting that was written in a bill of divorce, i.e., after the formulation of the bill of divorce the scribe extended greetings to someone and the witnesses signed underneath, it is invalid, as we are concerned that perhaps they signed the greeting and not the bill of divorce?

²¹⁹ The Gemara answers: Wasn't it stated with regard to this baraita that Rabbi Abbahu says: It was explained to me by Rabbi Yoḥanan that if the wording of the greeting is: Ask about the well-being of so-and-so, it is invalid, as perhaps the witnesses intended to witness only the greeting. But if the wording is: And ask about the well-being of so-and-so, with the conjunctive prefix *vay*, thereby making it appear as a continuation of the previous matter, it is valid, as the witnesses presumably signed the bill of divorce as well. Here too, it should be explained that this is a bill of divorce in which it is written: So-and-so has divorced his wife so-and-so, and so-and-so has divorced so-and-so, and so-and-so has divorced so-and-so, as the conjunctive prefix indicates continuation.

²²⁰ The Gemara raises another challenge: And furthermore, according to Rabbi Yoḥanan, who says that when there is a separate date written for each couple, that is considered a separate formula, why is it rendered invalid specifically due to it being considered a separate formula? Derive that it is invalid because it is like a bill of divorce that was written during the day and signed at night, which is invalid because it was signed on a different calendar date than it was written. Here too, since a different date was written for each couple, and the witnesses signed only after the last formula, they clearly signed only on that date, and with regard to the previous couples it is therefore an invalid bill of divorce.

²²¹ Mar Kashisha, son of Rav Ḥisda, said to Rav Ashi: We say the following explanation of the case in the name of Rabbi Yoḥanan: It is a case where it is written in the respective formulations: On Sunday, on Sunday. In other words, the date written in each bill of divorce is the same, as they were all written on the same date.

²²² Ravina said to Rav Ashi: According to Reish Lakish, who says that if the divorce of each couple is mentioned separately, then even if one date was written for all of them it is still considered a separate formula, and he explains that what are the circumstances of the case of a general wording; a

case where the following wording is written in the bill of divorce: We, so-and-so and so-and-so, have hereby divorced our wives so-and-so and so-and-so. Accordingly, two women are found being divorced with one bill of divorce. All of these women are divorced with the same bill of divorce that contains a list of several couples. And the Torah said: “And he writes her” (Deuteronomy 24:1), and it is derived from this phrase that he cannot write it both for her and for another woman. Rather, each woman requires a separate bill of divorce.

²²³ The Gemara answers: It is valid because he then wrote after the general formulation: So-and-so has divorced so-and-so, and so-and-so has divorced so-and-so.

²²⁴ Ravina said to Rav Ashi: And in what way is this case different from that which is taught in a baraita: With regard to one who writes a document granting all of his property to his two slaves, they both acquire the property and must emancipate each other? Since the slaves are included in the property, by acquiring the property together they each have ownership over half of the other slave. Consequently, they must emancipate each other. Since the halakhot of emancipation of slaves are compared to the halakhot of divorce, it can be proven from here that one bill of divorce can be written for two wives.

²²⁵ The Gemara answers: But didn’t we establish that that baraita is referring to a case where the master wrote two documents, one for each slave, stating that he is giving him all of his property, and he gave them to them simultaneously? Certainly each slave needs his own bill of emancipation.

²²⁶ It is taught in a baraita in accordance with the opinion of Rabbi Yoḥanan, and similarly it is taught in a baraita in accordance with the opinion of Reish Lakish.

²²⁷ It is taught in a baraita in accordance with the opinion of Rabbi Yoḥanan as follows: With regard to five men who wrote in the bill of divorce: So-and-so hereby divorces so-and-so, and so-and-so divorces so-and-so, and so-and-so divorces so-and-so, and wrote one date for all of them, and the witnesses signed below, in this case all of them are valid; and this document must be handed to each and every one of the women mentioned in it.

²²⁸ Nevertheless, if a separate date is written for each and every one and the witnesses signed below, the bill of divorce with which the witnesses’ signatures are read is valid. Rabbi Yehuda ben Beteira says: If there is space between them it is invalid, as the witnesses’ signatures appear to be referring only to the last couple. But if there is not a space it is valid, as the date written for each couple does not separate between them. Rather, they are still considered the same bill of divorce with regard to the witnesses’ signatures.

²²⁹ It is taught in a baraita in accordance with the opinion of Reish Lakish: With regard to five men who wrote a general wording in the bill of divorce: We, so-and-so and so-and-so, have hereby divorced our wives so-and-so and so-and-so; so-and-so has divorced so-and-so, and so-and-so has divorced so-and-so, and they wrote one date for all of them, and the witnesses signed below, in this case all of them are valid; and it must be handed to each and every woman.

²³⁰ If a separate date was written for each and every one, and there is a space for each and every one, and the witnesses signed below, only the one with which the witnesses’ signatures are read is valid; the others are not. Rabbi Meir says: Even if there is no space between them, the upper ones are invalid, as the date separates them.

²³¹ The Gemara asks: And according to Reish Lakish, why is the baraita referring specifically to a case in which a separate date was written for each and every one? Didn't he say that if one date was written for all of them it is still considered a separate formula?

²³² The Gemara answers: This matter applies where he did not merge them at the outset but instead wrote the divorce of each couple separately. But here, he merged them at the outset, writing: So-and-so and so-and-so have hereby divorced their wives so-and-so and so-and-so. Therefore, if the date separates them they are considered to be separate bills of divorce, and if not, then they are not considered separate bills of divorce.

²³³ MISHNA: With regard to two bills of divorce that a scribe wrote on the same paper one next to the other, and the signatures of two Hebrew witnesses, i.e., witnesses who signed in Hebrew from right to left, extend from underneath this bill of divorce on the right to underneath that bill of divorce on the left, and the signatures of two Greek witnesses, i.e., who signed in Greek from left to right, extend from underneath that bill of divorce on the left to underneath this bill of divorce on the right, the bill of divorce with which the names of the first two witnesses are read [nikra'in] is valid. The other bill of divorce is invalid, as it is not considered signed by these witnesses.

²³⁴ If one witness signed in Hebrew from right to left, and one witness signed beneath him in Greek from left to right, and underneath that signature one witness signed in Hebrew, and beneath him one witness signed in Greek, with the signatures extending from underneath this bill of divorce to underneath that bill of divorce, both bills of divorce are invalid.

²³⁵ GEMARA: It is stated in the first case of the mishna that the bill of divorce under which the names of the first two witnesses appear is valid and the other is not, even though the signatures extend to that bill of divorce as well. The Gemara says: But let this bill of divorce be validated by the name Reuven alone, and let that bill of divorce be validated by the continuation: Son of Ya'akov, witness, which can be considered a separate signature. Didn't we learn in a subsequent mishna (87b) that a signature that reads: Son of so-and-so, witness, is valid?

²³⁶ The Gemara answers: It is a case where the words: Reuven, son of, are written on the side of the first bill of divorce, and the words: Ya'akov, witness, are written on the side of the latter bill of divorce, indicating that it is one signature.

²³⁷ The Gemara says: But let this bill of divorce, on the first, left-hand, side, be validated by the words: Reuven, son of, and let that bill of divorce on the other, right-hand, side be validated by the words: Ya'akov, witness. Didn't we learn in the same mishna that a signature that reads: So-and-so, witness, without the father's name, is valid?

²³⁸ The Gemara answers: It is a case where the word witness is not written. The latter side includes only a name, which is not sufficient. And if you wish, say: Actually, it is a case where the expression: Ya'akov, witness, is written underneath the second bill of divorce; but it is a case where we know that this signature is not Ya'akov's. Evidently it is part of the signature of Reuven, son of Ya'akov, and cannot serve as a separate signature for the second bill of divorce.

²³⁹ The Gemara asks: But perhaps Reuven signed both bills of divorce, and he signed the second one with his father's name? The Gemara answers: One does not leave out his own name and instead sign in the name of his father.

²⁴⁰ The Gemara asks: But perhaps he made his father's name a symbol for his own signature? As Rav would draw a fish instead of signing his name, Rabbi Ḥanina would draw a date palm, Rav Ḥisda would write a samekh, Rav Hoshaya would write an ayin, and Rabba bar Rav Huna would draw a sail.

²⁴¹ The Gemara answers: A person would not be so brazen as to make his father's name a symbol. Therefore, it is assumed that the word Ya'akov is a continuation of Reuven's signature on the first bill of divorce, not a separate signature on the second bill of divorce.

²⁴² The Gemara raises a different question: But let this bill of divorce be validated by the two Hebrew witnesses, and let that bill of divorce be validated by the two Greek witnesses, as we learned in the subsequent mishna that a bill of divorce that was written in Hebrew and its witnesses signed in Greek, or that was written in Greek and its witnesses signed in Hebrew, is valid.

²⁴³ And if you would say that since the signatures of the witnesses of the second bill of divorce are two lines away from the bill of divorce itself, it is not valid, as that is the halakha with regard to a document that has a gap between the text and the signatures, but didn't Ḥizkiyya say that if the gap was filled, even with the signatures of relatives who are disqualified from serving as witnesses, it is valid?

²⁴⁴ The Gemara comments: Ze'eiri in fact teaches that both of the two bills of divorce are valid, not only the one beneath which the names of the first two witnesses appear. The Gemara asks: And what is the reasoning of the tanna of our mishna, who does not agree with this ruling? The Gemara answers: He is concerned that perhaps the bottom two witnesses signed in reverse [gundalit]. For example, if the top two signatures are in Hebrew, perhaps the witnesses who signed in Greek reversed the word order of their signatures, imitating the Hebrew style, and in actuality all of the witnesses signed one bill of divorce.

²⁴⁵ § It is stated in the mishna that if one witness signed in Hebrew and then one witness signed in Greek, and then one more witness signed in Hebrew and one in Greek, both bills of divorce are invalid. The Gemara asks: But let this bill of divorce be validated by one Hebrew witness and one Greek witness, and that bill of divorce be validated by the other pair composed of one Hebrew witness and one Greek witness. Didn't we learn in the subsequent mishna that a bill of divorce that was signed by one witness in Hebrew and one witness in Greek is valid?

²⁴⁶ The Gemara answers: Ze'eiri in fact teaches that both of them are valid. The Gemara asks: And what is the reasoning of the tanna of our mishna? The Gemara answers: He is concerned that perhaps they signed in reverse, i.e., perhaps one of the witnesses who signed in Greek reversed the word order of his signature, and in actuality he signed the other bill of divorce. Consequently, three witnesses signed one bill of divorce and only one witness signed the other one. Therefore, they are both rendered invalid.

²⁴⁷ MISHNA: If a scribe left out part of the bill of divorce and wrote it in the second column, i.e., the bill of divorce is written in two columns on one paper, and the signatures of the witnesses are beneath the second column, it is a valid bill of divorce. If the witnesses signed at the top of the column, on the side, or on the back of an ordinary, non-folded bill of divorce, it is invalid.

²⁴⁸ If the scribe placed the top of this bill of divorce next to the top of that bill of divorce so that both are written in the same column but with the text in opposite directions, and the witnesses signed in

the middle, between the bills of divorce, both bills of divorce are invalid. If he placed the end of this bill of divorce next to the end of that bill of divorce, and the witnesses signed in the middle between them, the bill of divorce with which the witnesses' signatures are read, i.e., the bill that is written in the same direction as the signatures, is valid. If he placed the top of this bill of divorce next to the end of that bill of divorce, and the witnesses signed in the middle, the bill of divorce at the end of which the witnesses are read, i.e., the upper bill of divorce, is valid.

²⁴⁹ With regard to a bill of divorce that was written in Hebrew and its witnesses signed in Greek, or that was written in Greek and its witnesses signed in Hebrew, or in which one witness signed in Hebrew and one witness signed in Greek, or if a bill of divorce has the writing of a scribe, and the scribe identifies his handwriting, and one witness verifies his signature, it is valid as though two witnesses testified to ratify their signatures.

²⁵⁰ As for the wording of the signature, if a witness signed: So-and-so, witness, without mentioning his father's name, it is valid. Similarly, if he did not write his name and instead wrote: Son of so-and-so, witness, it is valid. If he wrote: So-and-so, son of so-and-so, but did not write the word witness, it is valid. And this is what the scrupulous people of Jerusalem would do, i.e., they would sign without the word witness. As for the names of the husband and wife, if the scribe wrote his surname [ḥanikhato] or nickname and her surname or nickname, it is valid.

²⁵¹ GEMARA: With regard to a bill of divorce that is written in two columns, let us be concerned that perhaps these were two adjacent bills of divorce, the second one higher up on the page than the first, and the date written at the top of the first bill of divorce and the signatures of the witnesses written at the bottom of the latter bill of divorce happened to be written next to each other, and someone cut out the date of the latter bill of divorce and the signatures of the witnesses of the first so that it appears to be a single bill of divorce written in two columns.

²⁵² Rav Abba says that Rav says: It is a case where there is space on the paper below the first bill of divorce, so it is clear that nothing was cut out. The Gemara asks: And perhaps he cut out the date of the latter bill of divorce, making it look like a continuation of the first one, which was actually never finished? The Gemara answers: Just as Rabbi Abba says that Rav says that it is a case where there is space below the first bill of divorce,

²⁵³ so too, it is a case where there is space above the latter one, so it is clearly not a separate bill of divorce that was cut.

²⁵⁴ The Gemara asks: But although it is clearly one bill of divorce, perhaps the scribe wrote the first part of the bill of divorce and then the husband changed his mind about divorcing his wife, thereby canceling the bill of divorce, and afterward he changed his mind again and the scribe then wrote the rest of the bill of divorce in the second column, after the first part was already canceled.

²⁵⁵ The Gemara answers: It is a case where he wrote: You are hereby, on the bottom of the first column, and continued: Permitted to marry any man, at the top of the second column. In this case there is obvious continuity between the columns, and he certainly did not change his mind in the meantime. The Gemara asks: But perhaps it happened that he stopped in the middle of the sentence? The Gemara answers: We are not concerned to such a degree; it is highly unlikely that he changed his mind in the middle of a sentence.

²⁵⁶ Rav Ashi said: The mishna is referring to a case where the stretch of the scroll is clear, so it is obvious that it is a complete piece of parchment and that nothing was cut out of it.

²⁵⁷ § It is stated in the mishna: If the witnesses signed at the top of the column or on the side, the bill of divorce is invalid. The Gemara raises an objection: Is that so? Wouldn't Rav sign on the side? The Gemara answers: There, in the case of Rav, he would sign with the roof, i.e., the top, of his signature facing the text of the document, so it was clear that he was signing the document.

²⁵⁸ The Gemara asks: But this contradicts that which is taught in the mishna: If the scribe placed the top of this bill of divorce next to the top of that bill of divorce, writing both bills of divorce in the same column in opposite directions, and the witnesses signed in the middle between them, both bills of divorce are invalid. According to the above answer, let us see with regard to which one of them the top of the witnesses' signatures faces the text, and let it be rendered valid.

²⁵⁹ The Gemara answers: There, in the mishna, it is a case where the signatures are not parallel to the text. Rather, they are placed like a door bolt, perpendicular to the text, so they are not written in the same direction as either of the bills of divorce.

²⁶⁰ The Gemara challenges: If so, consider the latter clause of the mishna, which teaches that if the scribe placed the top of this bill of divorce next to the end of that bill of divorce, and the witnesses signed in the middle, the bill of divorce at the end of which the witnesses are read is valid. And if the mishna is referring to a case where the signatures are placed like a bolt, perpendicular to the text, they are neither read with this bill of divorce, nor are they read with that one.

²⁶¹ Rather, a different answer must be offered: Rav would sign only letters and rulings on the side, where the location of his signature is inconsequential. By contrast, bills of divorce and monetary documents must be signed beneath the text.

²⁶² § It is stated in the mishna: With regard to a bill of divorce that was written in Hebrew and its witnesses signed in Greek, or that was written in Greek and its witnesses signed in Hebrew, or in which one witness signed in Hebrew and one witness signed in Greek, or if a bill of divorce has the writing of a scribe, and the scribe identifies his handwriting, and one witness verifies his signature, it is valid as though two witnesses testified to ratify their signatures. Rabbi Yirmeya says: We learned that the mishna means that the scribe signed the bill of divorce as a witness; his handwriting in the text is not sufficient.

²⁶³ Rav Hisda says: In accordance with whose opinion is this? It is in accordance with the opinion of Rabbi Yosei that there is no concern that the scribe signed unlawfully.

²⁶⁴ The Gemara relates: There was a certain marriage contract that was brought before Rabbi Abbahu, which people recognized and verified its formula, i.e., the scribe's handwriting, and the signature of one witness. Rabbi Abbahu thought to deem it valid based on the scribe's handwriting and the witness. Rabbi Yirmeya said to him: We learned that the mishna means that the scribe signed the bill of divorce; his handwriting alone is not sufficient.

²⁶⁵ § It is stated in the mishna: With regard to the names of the husband and wife, if the scribe wrote his surname or nickname and her surname or nickname, it is valid. The Sages taught (Tosefta 8:6): A surname from one's forefathers is valid with regard to bills of divorce until ten generations after the forefather. Rabbi Shimon ben Elazar says: It is valid for only three generations; from this point forward it is invalid.

²⁶⁶ The Gemara asks: In accordance with whose opinion is that which Rabbi Ḥanina said, that the writing of a surname from one's forefathers is valid with regard to bills of divorce until three generations after the forefather? It is in accordance with the opinion of Rabbi Shimon ben Elazar.

²⁶⁷ Rav Huna said: What is the verse from which this opinion is derived? It is the verse: "When you will beget children, and children's children, and you will have been long [venoshantem] in the land" (Deuteronomy 4:25). Since the word venoshantem stems from the word yashan, meaning old, it is derived that after one's grandchildren, or three generations, a matter is considered old and forgotten.

²⁶⁸ § The Gemara cites another derivation from this verse. Rabbi Yehoshua ben Levi says: The first destruction of Eretz Yisrael did not occur until seven dynasties and their courts committed idol worship in it, and they are these: Jeroboam, son of Nevat; and Baasa, son of Ahijah; and Ahab, son of Omri; and Jehu, son of Nimshi; and Pekah, son of Remaliah; and Menahem, son of Gadi; and Hoshea, son of Elah, as it is stated: "She who has given birth to seven languishes; her spirit droops; her sun is gone down while it was yet day, she is ashamed and confounded" (Jeremiah 15:9).

²⁶⁹ Rabbi Ammi said: What is the verse from which it is derived that it was seven dynasties? "When you will beget children, and children's children, and you will have been long in the land, and will deal corruptly, and make a graven image, even the form of anything...you will soon utterly perish from off the land" (Deuteronomy 4:25–26). The phrase "when you will beget children and children's children" is interpreted homiletically as indicating seven generations. This is because the term "you will beget [tolid]," written in the singular form, indicates one generation, and the word "children," written in the plural form, indicates two generations. Since the word "children" is mentioned three times, seven generations are indicated in total.

²⁷⁰ Rav Kahana and Rav Asi said to Rav: It is written with regard to Hoshea ben Elah: "And he did that which was evil in the eyes of the Lord, yet not as the kings of Israel that were before him" (II Kings 17:2). But it is written subsequently: "Against him came up Shalmaneser, king of Assyria" (II Kings 17:3) and exiled the people of Israel. If Hoshea performed less evil than the previous kings of Israel, why was his generation the one that was punished?

²⁷¹ Rav said to them: Hoshea came and canceled those guards [pardesei'ot] that Jeroboam placed on the roads in order to prevent the subjects of the kingdom of Israel from ascending to Jerusalem on the pilgrimage Festival, and even so the subjects of the kingdom of Israel did not ascend to Jerusalem on the pilgrimage Festival. The Holy One, Blessed be He, therefore said that for those years that the subjects of the kingdom of Israel did not ascend to Jerusalem on the pilgrimage Festival they will go into captivity.

²⁷² Rav Ḥisda said that Mar Ukva said, and some say that it was Rav Ḥisda who said that Rabbi Yirmeya said, that Mareimar interpreted a verse homiletically as follows: What is the meaning of that which is written: "And so the Lord has watched over the evil, and brought it upon us; for the Lord our God is righteous [tzaddik]" (Daniel 9:14)? How can it be that because the Lord, our God, is righteous, the Lord watched over the evil and brought it upon us?

²⁷³ Rather, it must be interpreted as follows: The Holy One, Blessed be He, performed charity [tzedaka] with the people of Israel by exiling them in the exile of Zedekiah while the exile of Jeconiah still existed in Babylonia, as it is written with regard to the exile of Jeconiah: "And the craftsmen [ḥarash] and the smiths [masger] a thousand" (II Kings 24:16). The great scholars, referred to in this verse as craftsmen and smiths, of the generation were exiled with Jeconiah, and they were

therefore able to give guidance to those who were exiled in the time of Zedekiah when they came to Babylonia.

²⁷⁴ Why are the great scholars referred to as craftsmen [ḥarash] and smiths [masger]? Ḥarash, containing the same letters as ḥeresh, meaning deaf, is an allusion to the fact that when they would introduce a statement of Torah everyone would become like deaf persons, as they would not understand. Masger, which stems from the root samekh, gimmel, reish, meaning to close, alludes to the fact that once they would close a certain matter that they did not comprehend, no one would introduce it again, as no one was capable of solving such a problem. And how many scholars were there? There were one thousand.

²⁷⁵ Ulla says that God performed charity with the people of Israel by advancing their exile by two years relative to the numerical value of the word venoshantem that appears in the verse. Although the numerical value of the word is 852, God exiled the Jewish people from the land after only 850 years, so that the punishment mentioned subsequently, i.e., utter annihilation, would not be fulfilled either.

²⁷⁶ Rav Aḥa bar Ya'akov said: Learn from this numerical value that soon [mehera] for the Master of the World is eight hundred and fifty-two years, as it is stated in the verse in Deuteronomy: "You will soon [maher] utterly perish." Since the Jewish people dwelled in Eretz Yisrael for almost this amount of time, it is apparently considered soon.

²⁷⁷ MISHNA: With regard to a bill of divorce that the husband was compelled by the court to write and give his wife, if he was compelled by a Jewish court it is valid, but if he was compelled by gentiles it is invalid. But with regard to gentiles they may beat him at the request of the Jewish court and say to him: Do what the Jews are telling you, and it is a valid divorce.

²⁷⁸ GEMARA: Rav Naḥman says that Shmuel says: With regard to a bill of divorce that the husband was compelled by a Jewish court to give his wife, if they did so lawfully, as the halakha obligated the husband to divorce his wife, it is valid. This is referring to cases where sexual intercourse is forbidden or specific cases where the Sages instituted that the husband is obligated to divorce his wife. If they did so unlawfully, the bill of divorce is invalid, but it is not considered entirely invalid, as it disqualifies the wife from marrying a priest after her husband's death.

²⁷⁹ And in a case where the husband was compelled by gentiles, if he was compelled lawfully, the bill of divorce is invalid, but it also disqualifies the wife from marrying a priest. But if he was compelled unlawfully it does not have even the trace of a bill of divorce, and the wife is not even disqualified from marrying a priest.

²⁸⁰ The Gemara raises an objection: With regard to the statement that if the husband was compelled by gentiles the divorce is invalid but it also disqualifies the wife from marrying a priest, whichever way you look at it, the statement is difficult. If gentiles are legally capable of compulsion, it should be rendered valid with regard to the woman's permission to remarry as well. If they are not legally capable of compulsion, it should not disqualify her either.

²⁸¹ Rav Mesharshiyya says: By Torah law a bill of divorce that the husband was compelled by gentiles to write and give his wife is valid, and what is the reason the Sages said that it is invalid? It is so that each and every woman will not go and depend on a gentile to compel her husband to divorce her through temptation or bribery, and thereby she will release herself from her husband unlawfully.

²⁸² The Gemara asks: If that is so, that where the husband was compelled by gentiles the bill of divorce is valid by Torah law, why did Shmuel rule that if he was compelled unlawfully it does not have even the trace of a bill of divorce? Let a bill of divorce that the husband was compelled unlawfully by gentiles to give his wife be compared to a case where he was compelled unlawfully by Jews, and disqualify the wife from marrying a priest as well.

²⁸³ Rather, that statement of Rav Mesharshiyya, that by Torah law a bill of divorce is valid even if the husband was compelled by gentiles to write it and give it to his wife, is a mistake. In principle it does not have even the trace of a bill of divorce, even if the husband is required by law to divorce his wife.

²⁸⁴ And what is the reason that the wife is disqualified from marrying a priest in this case? It is because the case where the husband was compelled lawfully by gentiles can be confused with a case where he was compelled lawfully by Jews. If a bill of divorce that gentiles compelled the husband to write and give to his wife carries no weight, people might think that this is likewise the halakha with regard to a case where Jews compelled the husband to do so. Therefore, the Sages issued a decree that even if the husband was compelled by gentiles the wife is disqualified from marrying a priest. By contrast, the case where the husband was compelled unlawfully by gentiles cannot be confused with a case where he was compelled lawfully by Jews, as they are too dissimilar. Therefore, a bill of divorce that gentiles unlawfully compelled the husband to write and give his wife is entirely invalid.

²⁸⁵ § Abaye found Rav Yosef sitting in court as the judge and compelling husbands to give their wives bills of divorce. He said to him: But aren't we ordinary people, not ordained judges? And it is taught in a baraita that Rabbi Tarfon would say: With regard to any place where you find gentile courts [agoriot], even if their laws are like Jewish laws, you may not attend them, as it is stated: "Now these are the ordinances which you shall set before them" (Exodus 21:1). It is derived from here that one may go to court only before them, i.e., Jewish judges, and not before gentiles. Alternatively, it is derived that one may go to court before them, i.e., ordained judges, and not before ordinary people. Since we are not ordained judges, how can you perform a distinctly judicial act?

²⁸⁶ Rav Yosef said to him: We see ourselves as agents of the ordained judges in Eretz Yisrael, and we are performing our task as judges on the basis of their agency, just as is the case with regard to cases of admissions and loans, which we attend to on the same basis.

²⁸⁷ The Gemara asks: If so, why is the halakha that judges living outside Eretz Yisrael do not judge in cases of robbery and personal injury? They should judge in these cases as well. The Gemara answers: When we perform our tasks as judges on the basis of their agency, it is with regard to common matters, e.g., cases that pertain to the halakhot of admissions and loans, which arise frequently between people. But with regard to uncommon matters, e.g., cases of robbery or personal injury, we do not perform our tasks as judges on the basis of their agency.

²⁸⁸ MISHNA: If a rumor circulated in the city that an unmarried woman is betrothed, she is considered to be betrothed. Similarly, if a rumor circulated that a married woman is divorced, she is divorced, provided there is no valid alternative explanation [amatla] for the rumor.

²⁸⁹ What is considered a valid explanation? For example, it is a case where there is a rumor that so-and-so divorced his wife but that the bill of divorce was given to her conditionally. It is therefore possible that the condition was not fulfilled and she is not actually divorced. Similarly, if there is a rumor that a woman was betrothed but that the man threw her betrothal, i.e., the money or document

of betrothal, to her, and it is uncertain whether it was closer to her and uncertain whether it was closer to him, and therefore the status of their betrothal is likewise uncertain, this is considered a valid explanation.

²⁹⁰ GEMARA: With regard to the statement that a woman who is rumored to be divorced is divorced, do we render her forbidden to her husband if she is married to a priest? But didn't Rav Ashi say that we are not concerned about any rumor that circulates after marriage? Accordingly, a woman should not be compelled to leave her husband merely on the basis of a rumor.

²⁹¹ The Gemara answers that this is what the mishna is saying: If a rumor circulated in the city that a woman is betrothed, she is betrothed, and she may not marry another man until she receives a bill of divorce from the man to whom she is rumored to be betrothed. If she is rumored to have been betrothed to a certain man and subsequently divorced from him,

²⁹² she is considered to be divorced and may remarry. What is the reason for this? The rumor came with its receipt. The rumor that she is betrothed is canceled by the rumor that she is divorced.

²⁹³ § Rava said: If a rumor circulated in the city that a woman engaged in licentious sexual intercourse, we are not concerned that the rumor is true with regard to her eligibility to marry a priest. What is the reason for this? It is assumed that people saw her engage in merely licentious behavior, in a manner that does not disqualify her from marrying a priest.

²⁹⁴ This statement is parallel to one side of a dispute among the tanna'im: If a woman ate in the marketplace, walked with her neck stretched forward in an arrogant manner in the marketplace, or nursed in the marketplace, with regard to all of these cases Rabbi Meir says that she must leave her husband, since all of these behaviors are considered licentious behavior. Rabbi Akiva says that she must leave him only once the women who spin [mozerot] by the moonlight converse about her having engaged in promiscuous sexual intercourse, as this indicates that the matter is well known and accepted as fact.

²⁹⁵ Rabbi Yoḥanan ben Nuri said to him: If so, you have not allowed any daughter of Abraham our forefather to remain with her husband, i.e., all wives will be forced to leave their husbands, as it is common for women to slander their peers. And the Torah said: "Because he has found some unseemly matter in her, and he writes her a scroll of severance" (Deuteronomy 24:1), and it says over there: "At the mouth of two witnesses, or at the mouth of three witnesses, a matter shall be established" (Deuteronomy 19:15). Just as there, the word "matter" is referring to a clear matter, as it is established through witnesses, so too here, the unseemly matter that is considered a cause for divorce is also referring to a clear matter that was not established merely through a rumor. Rava's statement is in accordance with this opinion.

²⁹⁶ The Sages taught: If a rumor circulated that a certain unmarried woman is a non-virgin, one is not concerned about it, and she may marry a High Priest. If a rumor circulated that she is a married woman, one is not concerned about it. If a rumor circulated that she is a betrothed woman, one is not concerned about it. If a rumor circulated that she is betrothed, but not to so-and-so, i.e., the man who betrothed her is not specified, one is not concerned about it. If a rumor circulated that she was betrothed in another city, one is not concerned about it.

²⁹⁷ If a rumor circulated that she is a daughter born from an incestuous or adulterous relationship [mamzeret], one is not concerned about it. If a rumor circulated that she is a maidservant, one is not concerned about it.

²⁹⁸ Similarly, if a rumor circulated that so-and-so consecrated his property, or that so-and-so renounced ownership of his property, we are not concerned about these rumors, and his property cannot be taken away by the Temple treasury or another person.

²⁹⁹ § Ulla says: The rumor mentioned in the mishna with regard to betrothal is not referring to a case where people only heard an echo. Rather, it is referring to a case where there is circumstantial evidence, as there are candles lit and beds made in the woman's house, as was the custom for brides, and people entering and leaving and saying that so-and-so is becoming betrothed today.

³⁰⁰ The Gemara asks: If people merely are saying that she is becoming betrothed, what is the reason for concern? Perhaps she was not betrothed in the end. Rather, say that people are saying that so-and-so was betrothed today.

³⁰¹ And similarly, Levi taught a baraita: The mishna is not referring to a case where people only hear an echo. Rather, it is referring to a case where candles are lit and beds are made, and women are spinning by candlelight and rejoicing for her and saying that so-and-so is becoming betrothed today. The Gemara asks: If they are merely saying that she is becoming betrothed, what is the reason for concern? Perhaps she was not betrothed in the end. Rav Pappa said: Say that they are saying that so-and-so was betrothed today.

³⁰² Rabba bar bar Ḥana says that Rabbi Yoḥanan says: The mishna is not referring to a case where people only heard an echo. Rather, it is referring to a case where there are candles lit and beds made and people entering and leaving. If they made an explicit statement that the woman was betrothed, this is a rumor that renders her betrothed. If they did not make such a statement, this is the explanation mentioned in the mishna.

³⁰³ The Gemara asks: If they did not make such a statement, why is it considered an explanation? But they did not say anything that requires an explanation. The Gemara answers that Rabbi Yoḥanan did not mean that the people did not say anything, but rather that they did not state unequivocally that the woman is betrothed, to the exclusion of that which Rabba bar Rav Huna said: The explanation mentioned in the mishna negates the rumor even if it circulates at some point from now until ten days after the rumor begins to circulate. Rabbi Yoḥanan therefore teaches us that only if the people did not say unequivocally that she is betrothed is it considered an explanation that negates the rumor. But if they said so unequivocally, any later explanation is not considered an explanation that negates the rumor.

³⁰⁴ Rabbi Abba said that Rav Huna said that Rav said: The mishna is not referring to a case where people only heard an echo. Rather, it is referring to a case where people say: From where did so-and-so hear that this woman is betrothed? From so-and-so, and so-and-so heard it from so-and-so. And as a result, the judges investigate the rumor continuously, tracing the hearsay until they reach a clear matter, i.e., eyewitnesses.

³⁰⁵ The Gemara raises an objection: If the court reaches a clear matter it is proper testimony, not a rumor. Rather, when Rav Shmuel bar Yehuda came from Eretz Yisrael he taught that Rabbi Abba said that Rav Huna said that Rav said: The mishna is not referring to a case where people only heard an

echo. Rather, it is referring to a case where people say: From where did so-and-so hear this? From so-and-so, and so-and-so heard it from so-and-so, and they went overseas, so that the court cannot investigate further.

³⁰⁶ § Abaye said to Rav Yosef: Do we suppress a rumor that was not substantiated by the court, or do we not suppress it? He said to him: Since Rav Ḥisda says that a rumor is not treated stringently until the court hears it from valid witnesses, which indicates that rumors are generally treated leniently, learn from it that we suppress a rumor.

³⁰⁷ Abaye said to him: On the contrary, since Rav Sheshet said that even if the court hears it from women it is considered a serious rumor, indicating that rumors are treated stringently, learn from it that we do not suppress a rumor.

³⁰⁸ Rav Yosef said to him: These opinions correspond to the local custom in two different places. In Sura they suppress a rumor, whereas in Neharde'a they do not suppress a rumor.

³⁰⁹ The Gemara relates several incidents: A rumor circulated that a certain woman was betrothed to a student of Torah. Rav Ḥama summoned her father and said to him: Tell me exactly how the incident transpired. The father said to him: The student betrothed her conditionally, with the intention that he would not go to the city of Bei Ḥozai, and he subsequently went there, thereby nullifying the betrothal. Rav Ḥama said to him: Since at the time that the rumor existed this explanation did not exist, it is not in your power to create the presumption of an explanation. Therefore, the rumor must be treated stringently.

³¹⁰ A rumor circulated that a certain woman was betrothed with a mat of dates [atzifa detoḥela] from the spring of Bei Shifei. Rav Idi bar Avin sent the case to be presented before Abaye, asking him: What is the halakha in a case like this? Should this rumor be suppressed? Abaye said to him: Even according to the one who said that we do not suppress a rumor, in this case we suppress the rumor. This is because if she marries someone else people will not slander her. Rather, they will say that the Sages investigated her betrothal, i.e., the value of the mat of dates with which she was betrothed, and concluded that it was not worth one peruta and therefore the betrothal was invalid.

³¹¹ A rumor circulated that a certain woman was betrothed

³¹² to one of the sons of so-and-so, who had both adult and minor sons. The son to whom she was betrothed was not specified. Rava said: Even according to the one who says that we do not suppress a rumor, in this case we suppress the rumor. People will not slander her. Rather, they will say that the Sages investigated the betrothal and concluded that it was the betrothal of a minor.

³¹³ A rumor circulated that a certain woman was betrothed to a minor boy who looked like an adult, as his body was developed like an adult. Rav Mordekhai said to Rav Ashi: There was a precedent in which the Sages said that there is no concern that people will think that the woman is betrothed, since the boy did not yet reach the divisions of Reuben, i.e., the competence of adulthood, as it is stated: "Among the divisions of Reuben there were major resolves of heart" (Judges 5:16). Therefore, the betrothal is rendered entirely invalid, and there is no concern of slander.

³¹⁴ § It is stated in the mishna that a rumor is treated seriously only provided there is no explanation. Rabba bar Rav Huna said: The explanation mentioned in the mishna negates the rumor even if it circulates at some point from now, i.e., from the time the rumor circulated, until ten days afterward. Rav Zevid says: Where there is the reasonable possibility of an explanation, we are concerned about

the possibility of an explanation even if it is not mentioned explicitly, and the rumor is therefore disregarded.

³¹⁵ Rav Pappa raised an objection to the opinion of Rav Zevid from the expression in the mishna: Provided there is no explanation, which indicates that the explanation must be mentioned for it to be regarded. Rav Zevid said to him: The mishna is saying that where there is the reasonable possibility of an explanation the rumor is disregarded, even if it was not mentioned.

³¹⁶ Rav Kahana said to Rav Pappa: And you, do you not hold Rav Zevid's statement to be true? But didn't we learn in a mishna that if a woman was betrothed after her husband was taken for dead, and then her husband came back, she is permitted to return to him (Yevamot 92a), which would not have been the case if she had been married and not merely betrothed? Isn't this because we say that the second man betrothed her conditionally, stipulating that if her husband is found to be alive the betrothal is null, even though this explanation did not circulate explicitly?

³¹⁷ The Gemara answers: It is different there because the husband comes and contests the betrothal, which shows clearly that he never divorced her and that her betrothal was mistaken. Therefore, there is no need for an additional explanation.

³¹⁸ The Gemara asks: If so, in a case where she married the second man, it should also be permitted for her to return to her first husband. Why do the Sages render it prohibited for her to do so? The Gemara answers: In a case where she married him, since she performed a prohibited action, albeit unintentionally, by engaging in sexual intercourse with a man who is not her husband while she was married, the Sages penalized her. By contrast, in a case where she was merely betrothed, since she did not perform a prohibited action, the Sages did not penalize her.

³¹⁹ § Rav Ashi said: Any rumor that was not confirmed in court is not regarded as a significant rumor. And Rav Ashi said: With regard to any rumor that was spread about a woman after her marriage, we are not concerned about it. She need not leave her husband, and he need not divorce her. The Gemara infers that if the rumor circulated after her betrothal we are concerned about it, and she must be divorced from her betrothed. Rav Ḥaviva said: Even if it circulated after her betrothal, we are still not concerned about it. The Gemara concludes: And the halakha is that we are not concerned about it.

³²⁰ Rav Yirmeya bar Abba said that a group of students from the study hall of Rav sent the following question to Shmuel after Rav's death: Teach us, our master: If a rumor circulated about a woman that she is betrothed to a first man, and another man came and betrothed her in a manner of betrothal that is recognized by Torah law, as there is clear testimony of it, what is the halakha? He sent them an answer: She must leave the second man, and you clarify the matter to figure out exactly what happened and inform me.

³²¹ The Gemara asks: What is meant by: And you clarify the matter? If we say that he said this so that if it is discovered that the betrothal of the first man was not a proper betrothal we should suppress the rumor, thereby permitting her to marry the second man, isn't Neharde'a Shmuel's locale? And as mentioned above, in Neharde'a they would not suppress a rumor. Rather, he must have instructed them in this manner because if it is discovered that the betrothal of the first man was a proper betrothal, she does not need a bill of divorce from the second man.

³²² And in ruling that she does not need a bill of divorce from the second man, Shmuel is in disagreement with Rav Huna, as Rav Huna says: In the case of a married woman who extended her hand and received money or a document of betrothal from another man, it is considered uncertain whether or not the woman is betrothed to him, and she needs a bill of divorce from him.

³²³ Rav Huna's opinion is based on a principle stated by Rav Hamnuna, as Rav Hamnuna says that a woman who said to her husband: You divorced me, is deemed credible, due to the presumption that a wife is not so brazen to lie in this manner before her husband. Therefore, in the case brought before Shmuel, the fact that the woman received money or a document of betrothal from the second man should be considered sufficient basis for the rumor to be suppressed, since if she were already betrothed she certainly would not have accepted the betrothal from him.

³²⁴ The Gemara asks: And how does the other Sage, Shmuel, who disagrees with Rav Huna, relate to this principle? The Gemara answers: He holds that Rav Hamnuna's principle was stated in reference to a case when the wife says in her husband's presence that he divorced her, but when she is not in his presence she is certainly brazen enough to lie in this manner. Therefore, in the case brought before Shmuel, the woman may have accepted the betrothal of the other man because it was not in her husband's presence.

³²⁵ The Gemara asks: What is the halakha if they did not find a clear matter, i.e., they could not establish with certainty whether she was betrothed to the first man?

³²⁶ Rav Huna says: The first man divorces her and the second man marries her. But for the second man to divorce her and the first man to marry her is not permitted. The Gemara explains: What is the reason that it is not permitted? It is prohibited lest people come to say that the first man is remarrying his divorcée after her betrothal to another man, as they will mistakenly assume that the first man betrothed her and then divorced her, thereby enabling her to be betrothed to the second man. Therefore, if he marries her after she is divorced from the second man, people will conclude that he is in violation of the Torah prohibition of remarrying one's divorcée after she was married to another man.

³²⁷ Rav Shinnana, son of Rav Idi, says: For the second man to divorce her and the first man to marry her is also permitted. There is no concern that people will assume that the first man is remarrying his divorcée, as they will say that the Sages investigated the second man's betrothal and found that it was a mistaken betrothal.

³²⁸ The Gemara asks: What is the halakha if a rumor circulated about her having been betrothed to this man and then another rumor was spread that she became betrothed to that man? Rav Pappa says: In this case too, the first man divorces her and the second man marries her, due to the previously mentioned concern that people will think that he is remarrying his divorcée after she was betrothed to another man. Ameimar says: She is permitted to both the first and the second man. One of them must divorce her while the other may marry her.

³²⁹ And the halakha is that she is permitted to both of them.

³³⁰ MISHNA: Beit Shammai say: A man may not divorce his wife unless he finds out about her having engaged in a matter of forbidden sexual intercourse [*devar erva*], i.e., she committed adultery or is suspected of doing so, as it is stated: "Because he has found some unseemly matter [*ervat davar*] in her, and he writes her a scroll of severance" (Deuteronomy 24:1).

³³¹ And Beit Hillel say: He may divorce her even due to a minor issue, e.g., because she burned or over-salted his dish, as it is stated: “Because he has found some unseemly matter in her,” meaning that he found any type of shortcoming in her.

³³² Rabbi Akiva says: He may divorce her even if he found another woman who is better looking than her and wishes to marry her, as it is stated in that verse: “And it comes to pass, if she finds no favor in his eyes” (Deuteronomy 24:1).

³³³ GEMARA: It is taught in a baraita that Beit Hillel said to Beit Shammai: But isn’t the word “matter” already stated in the verse, indicating that any disadvantageous matter is a legitimate reason for divorce? Beit Shammai said to them: But isn’t the word “unseemly [ervat]” already stated?

³³⁴ Beit Hillel said to them: If the word “unseemly” had been stated and the word “matter” had not been stated, I would have said that a wife should leave her husband due to forbidden sexual intercourse, but she should not have to leave him due to any other matter. Therefore, the word “matter” is stated. And if the word “matter” had been stated and the word “unseemly” had not been stated, I would have said that if he divorced her merely due to a disadvantageous matter she may marry another man, as the Torah continues: “And she departs out of his house, and goes and becomes another man’s wife” (Deuteronomy 24:2). But if she was divorced due to her engaging in forbidden sexual intercourse, she may not marry another man, as she is prohibited from remarrying. Therefore, the word “unseemly” is stated, indicating that even a wife who is divorced due to adultery is permitted to remarry.

³³⁵ The Gemara asks: And what do Beit Shammai do with this word “matter”? How do they interpret it? It seems superfluous, as in their opinion the verse refers specifically to a wife who engaged in forbidden sexual intercourse. The Gemara answers: The word “matter” is stated here, with regard to divorce, and the word “matter” is stated there, with regard to testimony: “At the mouth of two witnesses, or at the mouth of three witnesses, a matter shall be established” (Deuteronomy 19:15). Just as there, it is stated that a matter is established only through two witnesses, so too here, a matter of forbidden sexual intercourse justifies divorce only if it is established through two witnesses.

³³⁶ And Beit Hillel would respond to this analogy in the following manner: Is it written: Because he has found something unseemly in a matter [erva bedavar], indicating that it was established through the testimony of two witnesses that she engaged in adultery? And Beit Shammai would respond to Beit Hillel’s interpretation as follows: Is it written: Because he has found either something unseemly or another matter [o erva o davar], in accordance with Beit Hillel’s understanding?

³³⁷ And Beit Hillel would respond that for this reason the expression “some unseemly matter [ervat davar]” is written, as it indicates that interpretation, i.e., that a husband is not obligated to divorce his wife unless there are two witnesses to her having engaged in forbidden sexual intercourse, and it also indicates this interpretation, i.e., that he may divorce her due to any deficiency, be it adultery or any other shortcoming.

³³⁸ § It is stated in the mishna that Rabbi Akiva says: He may divorce her even if he found another woman who is better looking than her. With regard to what do they disagree? They disagree with regard to the application of Reish Lakish’s statement, as Reish Lakish said that the term *ki* actually has at least four distinct meanings: If, perhaps, rather, and because.

³³⁹ Beit Shammai hold that the verse “And it comes to pass, if she finds no favor in his eyes, because [ki] he has found some unseemly matter in her” means that she did not find favor in his eyes due to the fact that he has found some unseemly matter in her. And Rabbi Akiva holds that the phrase “because [ki] he has found some unseemly matter in her” means: Or if he has found some unseemly matter in her.

³⁴⁰ § Rav Pappa said to Rava: According to Beit Hillel, if the husband found about her neither forbidden sexual intercourse nor any other matter, but divorced her anyway, what is the halakha? Is the divorce valid?

³⁴¹ Rava said to him that the answer can be derived from what the Merciful One reveals in the Torah with regard to a rapist: “He may not send her away all his days” (Deuteronomy 22:29), indicating that even if he divorces the woman whom he raped and was subsequently commanded to marry, all his days he stands commanded to arise and remarry her as his wife. Evidently, specifically there the husband is obligated to remarry his divorcée, as the Merciful One reveals as much. But here, what he did, he did.

³⁴² Rav Mesharshiyya said to Rava: If he intends to divorce her and she is living with him and serving him, what is the halakha? Rava read the following verse about such a person: “Devise not evil against your neighbor, seeing he dwells securely by you” (Proverbs 3:29).

³⁴³ § It is taught in a baraita (Tosefta, Sota 5:9) that Rabbi Meir would say: Just as there are different attitudes with regard to food, so too, there are different attitudes with regard to women. With regard to food, you have a person who, when a fly falls into his cup, he throws out the wine with the fly and does not drink it. And this is comparable to the demeanor of Pappos ben Yehuda with regard to his wife, as he would lock the door before his wife and leave so that she would not see any other man.

³⁴⁴ And you have a person who, when a fly falls into his cup, he throws out the fly and drinks the wine. And this is comparable to the demeanor of any common man, whose wife speaks with her siblings and relatives, and he lets her do so.

³⁴⁵ And you have a man who, when a fly falls into his serving bowl, he sucks the fly and eats the food. This is the demeanor of a bad man, who sees his wife going out into the street with her head uncovered, and spinning in the marketplace immodestly,

³⁴⁶ and with her garment open from both sides, and bathing with men, and ignores it.

³⁴⁷ The Gemara asks: Can it enter your mind that the baraita is referring to a wife who bathes with men? Even a man of the lowest moral character would not allow his wife to act in this manner. Rather, the baraita means that she bathes in a place where men often bathe.

³⁴⁸ The baraita continues: With regard to this kind of wife, it is a mitzva by Torah law to divorce her, as it is stated: “Because he has found some unseemly matter in her, and he writes her a scroll of severance, and gives it in her hand, and he sends her out of his house...And she goes and becomes another [aḥer] man’s wife” (Deuteronomy 24:1–2). The verse called the second husband aḥer, other, to state that this man is not a peer of the first husband. They are morally distinct, as that first husband evicted a wicked woman from his house and this second man introduced a wicked woman into his house.

³⁴⁹ If the second man merits, he will send her out, as it is stated in the following verse: “And the latter husband hates her...and he sends her out of his house” (Deuteronomy 24:3). And if not, she

will bury him, as it is stated in the same verse: “Or if the latter husband dies.” It is appropriate for him to receive the punishment of death, as that first man evicted a wicked woman from his house and this second husband introduced a wicked woman into his house.

³⁵⁰ § The prophet Malachi states in rebuke of those who divorce their wives: “For I hate sending away, says the Lord, the God of Israel” (Malachi 2:16). Rabbi Yehuda says: The verse means that if you hate your wife, send her away. Do not continue living with a woman whom you hate. Rabbi Yoḥanan says: The verse means that one who sends his wife away is hated by God.

³⁵¹ And the Gemara explains that they do not disagree. This statement is with regard to a first marriage, i.e., one should tolerate his first wife and not divorce her, and that statement is with regard to a second marriage, in which case the husband should divorce his wife if he hates her.

³⁵² As Rabbi Elazar says: With regard to anyone who divorces his first wife, even the altar sheds tears over him, as it is stated: “And this further you do: You cover the altar of the Lord with tears, with weeping, and with sighing, insomuch that He does not regard the offering anymore, nor does He receive it with goodwill from your hand. Yet you say: What for? Because the Lord has been witness between you and the wife of your youth, against whom you have dealt treacherously, though she is your companion, and the wife of your covenant” (Malachi 2:13–14). Clearly one should not divorce the wife of his youth, i.e., his first wife, as one who does so is hated by God for divorcing the woman to whom he was bound in companionship and covenant.