

# I.

---

## BAVLI GITTIN CHAPTER ONE

### FOLIOS 2A-15A

#### 1:1

- A. He who delivers a writ of divorce from overseas must state, “In my presence it was written, and in my presence it was signed.”
- B. Rabban Gamaliel says, “Also: He who delivers [a writ of divorce] from Reqem or from Heger [must make a similar declaration].”
- C. R. Eliezer says, “Even from Kefar Ludim to Lud.”
- D. And sages say, “He must state, ‘In my presence it was written, and in my presence it was signed,’ only in the case of him who delivers a writ of divorce from overseas,
- E. “and him who takes [one abroad].”
- F. And he who delivers [a writ of divorce] from one overseas province to another must state, “In my presence it was written, and in my presence it was signed.”
- G. Rabban Simeon b. Gamaliel says, “Even [if he brings one] from one jurisdiction to another [in the same town].”

#### 1:2

- A. R. Judah says, “From Reqem to [the country] east [of Reqem] – and Reqem is equivalent to [territory] east [of Reqem].
- B. “From Askelon and southward, and Askelon is equivalent to [territory] south [of Askelon].

- C. “From Akko and northward, and Akko is equivalent to territory north of Akko.”
- D. R. Meir says, “Akko is equivalent to the Land of Israel so far as writs of divorce are concerned.”

### 1:3 A-B

- A. He who delivers a writ of divorce in the Land of Israel does not have to state, “In my presence it was written, and in my presence it was signed.”
- B. If there are disputants against [the validity of the writ], it is to be confirmed by its signatures.

**I.1** A. What is the operative consideration here?

- B. Said Rabbah, **[2B]** “Because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended.”
- C. Raba said, “Because valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses].”
- D. *So what is at issue between these two explanations?*
- E. *At issue between them is a case in which two persons brought the writ of divorce [in which case Raba’s consideration is null], or a case in which a writ of divorce was brought from one province to another in the Land of Israel [in which case the consideration of Rabbah is null], or from one place to another in the same overseas province.*

**I.2** A. *And from the perspective of Rabbah, who has said, “Because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended,” there should still be a requirement that the writ of divorce is brought by two persons, such as is the requirement in respect to all acts of testimony that are spelled out in the Torah [in line with Deu. 19:15]!*

- B. An individual witness is believed where the question has to do with a prohibition [for example, as to personal status, but not monetary matters].
- C. *Well, I might well concede that we do hold, an individual witness is believed where the question has to do with a prohibition, for example, in the case of a piece of fat, which may be forbidden fat or may be permitted fat, in which instance the status of a prohibition has not yet been assumed. But here, with regard to the case at hand, where the*

*presence of a prohibition is assumed, namely, that the woman is married, it amounts to a matter involving prohibited sexual relations, and a matter involving sexual relations is settled by no fewer than two witnesses.*

- D. Most overseas Israelites are expert in the rule that the document has to be written for the expressed purpose of divorcing this particular woman.
- E. *And even R. Meir, who takes account of not only the condition of the majority but even that of the minority [in this case, people not expert in that rule], concedes the ordinary scribe of a court knows the law full well, and it was rabbis who imposed the requirement. But here [3A] so as to prevent the woman from entering the status of a deserted wife [unable to remarry], they made the rule lenient.*
- F. *Is this really a lenient ruling? It is in fact a strict ruling, since, if you require that the writ of divorce be brought by two messengers, there is no possibility of the husband's coming and challenging its validity and having it invalidated, but if only one person brings the document, he can still do so!*
- G. Since the master has said, "As to how many persons must be present when the messenger hands over the writ of divorce to the wife, there is a dispute between R. Yohanan and R. Hanina. One party maintains it must be at least two, the other three." Now, *since that is the fact, the messenger will clarify the husband's intentions to begin with, and the husband under such circumstances is not going to come and try to invalidate the writ and so get himself into trouble later on.*

- I.3 A. *Now from the perspective of Raba, who said that the operative consideration is, "Because valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses]," there should still be a requirement that the writ of divorce is brought by two persons, such as is the requirement in respect to all acts of confirming the validity of documents in general!*
- B. An individual witness is believed where the question has to do with a prohibition [for example, as to personal status, but not monetary matters].

- C. *Well, I might well concede that we do hold, an individual witness is believed where the question has to do with a prohibition, for example, in the case of a piece of fat, which may be forbidden fat or may be permitted fat, in which instance the status of a prohibition has not yet been assumed. But here, with regard to the case at hand, where the presence of a prohibition is assumed, namely, that the woman is married, it amounts to a matter involving prohibited sexual relations, and a matter involving sexual relations is settled by no fewer than two witnesses.*
- D. *Well, in strict law, there should be no requirement that witnesses confirm the signature on other documents either, in line with what R. Simeon b. Laqish said, for said R. Simeon b. Laqish, “Witnesses who have signed a document are treated as equivalent to those who have been cross-examined in court.” It was rabbis who imposed the requirement. But here so as to prevent the woman from entering the status of a deserted wife [unable to remarry], they made the rule lenient.*
- E. *Is this really a lenient ruling? It is in fact a strict ruling, since, if you require that the writ of divorce be brought by two messengers, there is no possibility of the husband’s coming and challenging its validity and having it invalidated, but if only one person brings the document, he can still do so!*
- F. *Since the master has said, “As to how many persons must be present when the messenger hands over the writ of divorce to the wife, there is a dispute between R. Yohanan and R. Hanina. One party maintains it must be at least two, the other three.” Now, since that is the fact, the messenger will clarify the husband’s intentions to begin with, and the husband under such circumstances is not going to come and try to invalidate the writ and so get himself into trouble later on.*

**I.4** A. *So how come Raba didn’t give the operative consideration that Rabbah did?*

B. *He will say to you, “Does the Tannaite rule state, **In my presence it was written** for the purpose of divorcing this woman in particular, and **in my presence it was signed** for the purpose of divorcing this woman in particular?”*

C. *And Rabbah?*

- D. *Strictly speaking, it should have been formulated for Tannaite purposes in that way. But if you get verbose, the bearer may omit something that is required.*
- E. *Yeah, well, even as it is, the bearer may omit something that is required!*
- F. *One out of three phrases he may leave out, but one out of two phrases he's not going to leave out.*
- G. *So how come Rabbah didn't give the operative consideration that Raba did?*
- H. *He will say to you, "If so, the Tannaite formulate should be, **In my presence it was signed** – and nothing more! What need do I have for the language, **In my presence it was written**? That is to indicate that we require that the writ be prepared for the sole purpose of divorcing this particular woman.*
- I. *And Raba?*
- J. *Strictly speaking, it should have been formulated for Tannaite purposes in that way. But if it were done that way, people might come to confuse the matter of the confirmation of documents in general and hold that only a single witness is required for that purpose.*
- K. *And Rabbah?*
- L. *But is the parallel all that close? There the required language is, "We know that this is Mr. So-and-so's signature," while here it is, "In my presence...." In that case, a woman is not believed to testify, in this case, a woman is believed to testify. In that case, an interested party cannot testify, here an interested party can testify.*
- M. *And Raba?*
- N. *He will say to you, "Here, too, if the agent says, 'I know..., ' he is believed, and since that is the fact, there really is the consideration [if he says only, 'In my presence it was signed' (Simon)], people might come to confuse the matter of the confirmation of documents in general and hold that only a single witness is required for that purpose."*

**I.5** A. *From the perspective of Rabbah, who has said, “Because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended,” who is the authority that requires that the writ of divorce be both written for the particular person for whom it is intended and also requires [3B] that it be signed for the particular person for whom it is intended? It obviously isn’t R. Meir, for he requires the correct declaration as to the signing of the document, but not as to the writing of the document, for we have learned in the Mishnah: They do not write [a writ of divorce] on something which is attached to the ground. [If] one wrote it on something attached to the ground, then plucked it up, signed it, and gave it to her, it is valid [M. 2:4A-B].* [The anonymous rule, assumed to stand for Meir, holds that what matters is the signing, not the writing, of the document.] *It also cannot be R. Eleazar, who maintains that the writing be done properly [with correct intentionality as to the preparation of the document for the particular woman to whom it is to be given as a writ of divorce], but as to the signing, he imposes no such requirement. And, further, should you say that, in point of fact, it really is R. Eleazar, and as to his not requiring correct procedure as to the signing of the document with proper specificity [with correct intentionality as to the preparation of the document for the particular woman to whom it is to be given as a writ of divorce], that is on the strength of the authority of the Torah, but as to the position of rabbis, he would concur that that requirement must be met – if that is your claim, lo, there are three kinds of writs of divorce that rabbis have declared invalid [but the Torah has not invalidated], and among them, R. Eleazar does not include one that has not been signed with appropriate intentionality for that particular woman, as we see in the following Mishnah: There are three writs of divorce which are invalid, but if the wife [subsequently] remarried [on the strength of those documents], the offspring [nonetheless] is valid: [If] he wrote it in his own handwriting, but there are no witnesses on it; there are witnesses on it, but it is not dated; it is*

dated, but there is only a single witness – lo, these are three kinds of invalid writs of divorce, but if the wife [subsequently] remarried, the offspring is valid. R. Eleazar says, “Even though there are no witnesses on it [the document itself], but he handed it over to her in the presence of witnesses, it is valid. And she collects [her marriage contract] from mortgaged property. For witnesses sign the writ of divorce only for the good order of the world” [M. Git. 9:4].

- B. *Well, then, it must be R. Meir, and so far as he is concerned, as to his not requiring correct procedure as to the signing of the document with proper specificity [with correct intentionality as to the preparation of the document for the particular woman to whom it is to be given as a writ of divorce], that is on the strength of the authority of the Torah, but as to the position of rabbis, he would concur that that requirement must be met.*
- C. Yes, but said R. Nahman, “R. Meir would rule, ‘Even if one found it in the garbage [4A] and had it properly signed and handed it over to her, it is a valid writ of divorce’”! *And, as a matter of fact, this ruling is to say, “valid so far as the Torah is concerned,” then the language that R. Nahman should have used is not, R. Meir would rule, but rather, The rule of the Torah is....*
- D. *Rather, the position before us represents the view of R. Eleazar, and the case in which R. Eleazar does not require a signature incised for the sake of the particular woman for whom the document is prepared, that is a case in which there are no witnesses at all. But in a case in which there are witnesses, he does impose that requirement. For said R. Abba, “R. Eleazar concurs in the case of a writ disqualified on the base of its own character that it is invalid [and here we have invalid witnesses].”*
- E. *R. Ashi said, “Lo, who is the authority at hand? It is R. Judah, for we have learned in the Mishnah: **R. Judah declares it invalid, so long as writing it and signing it are [not] on something which is plucked up from the ground.**”*

- F. *So to begin with why didn't we assign the passage to R. Judah?*
- G. *We first of all reverted to R. Meir, for an otherwise unattributed statement in the Mishnah belongs to R. Meir. We reverted to R. Eleazar, because it is an established fact for us that in matters of writs of divorce, the decided law is in accord with his position.*

**I.6** A. *We have learned in the Mishnah: **Rabban Gamaliel says, "Also: He who delivers [a writ of divorce] from Reqem or from Heger [must make a similar declaration]."** R. Eliezer says, "Even from Kefar Ludim to Lud":*

- B. *And said Abbaye, "We deal with towns that are near the Land of Israel and those that are entirely surrounded by the Land of Israel."*
- C. *And said Rabbah bar bar Hannah, "I myself have seen that place, and the distance is the same as that between Be Kube and Pumbedita."*

**I.7** A. *Does it then follow that the initial Tannaite authority before us takes the view that when bringing a writ of divorce from the places named here, one need not make the stated declaration? Then is not this what is under dispute between the two authorities: The one authority takes the view that the operative consideration is, because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended, and the residents of these areas have learned what to do; and the other authority holds that the operative consideration is, because valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses], and in these places, too, witnesses are not readily found.*

- B. *Not at all. Rabbah can work matters out in accord with his theory, and Raba can work matters out in accord with his theory.*
- C. *Rabbah can work matters out in accord with his theory: All parties concur that the reason for the required declaration is that [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is*



intended, and here, what is at issue is, the initial authority holds that since these are located near the Land of Israel, they learn what is required; then Rabban Gamaliel comes along to say that those located in areas surrounded by the Land of Israel have learned the rules, while those nearby have not, then R. Eliezer comes along to indicate that those located in areas surrounded by the Land of Israel also are not exempt, so as not to make a distinction among territories all assigned to the category of “overseas.”

- D. *Raba can work matters out in accord with his theory: All parties concur that the reason for the required declaration is that valid witnesses are not readily found to confirm the signatures. The initial Tannaite authority takes the view that these locales, since they are located near the border, will produce witnesses; Rabban Gamaliel comes along to say that in the areas surrounded by the Land of Israel, witnesses are going to be readily turned up, while in the areas near the Land, that is not the case; then R. Eliezer comes along to say that also in the areas surrounded by the Land of Israel, that is not the case, so as not to make a distinction among territories all assigned to the category of “overseas.”*

**I.8** A. *We have learned in the Mishnah: And sages say, “He must state, ‘In my presence it was written, and in my presence it was signed,’ only in the case of him who delivers a writ of divorce from overseas, and him who takes [one abroad]”:*

- B. *Does it then follow that the initial Tannaite authority before us takes the view that one who takes a writ of divorce overseas is not required to make the stated declaration? Then is not this what is at issue? The one authority maintains that the operative consideration is, because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended, [4B] and the residents of these areas have learned what to do; and the other authority holds that the operative consideration is, because valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses], and in these places, too, witnesses are not readily found.*

- C. *Rabbah can work matters out in accord with his theory, and Raba can work matters out in accord with his theory.*
  - D. *Rabbah can work matters out in accord with his theory: All parties concur that the reason for the required declaration is that [Israelites overseas] are inept in the requirement that the writ be prepared for the particular person for whom it is intended, and here, what is at issue is, whether we make a decree extending the obligation that applies to one who brings a writ from overseas to the Land of Israel to the person who takes a writ from the Land of Israel overseas, and the rabbis cited below maintain that we do make a decree covering one who takes such a writ overseas on account of the decree covering bringing such a decree to the Land of Israel.*
  - E. *Raba can work matters out in accord with his theory: All parties concur that the reason for the required declaration is that valid witnesses are not readily found to confirm the signatures. The rabbis cited later on propose to explain the reasoning behind the position of the initial authority.*
- I.9**
- A. *We have learned in the Mishnah: **And he who delivers [a writ of divorce] from one overseas province to another must state, “In my presence it was written, and in my presence it was signed.”***
  - B. *Lo, if he takes it from one place to another in the same overseas province, he does not have to make the required declaration. Now that poses no problem to Raba [who can explain why], but it does present a conflict with the position of Rabbah!*
  - C. *Do not draw the conclusion that if he takes it from one place to another in the same overseas province, he does not have to make the required declaration. Rather, draw the conclusion that if he brings it from one province to another in the Land of Israel, he does not have to make that declaration.*
  - D. *But that position is spelled out explicitly in the Mishnah paragraph itself: **He who delivers a writ of divorce in the Land of Israel does not have to state, “In my presence it was written, and in my presence it was signed”!***
  - E. *If I had only that statement to go by, I should have concluded that that is the case only after the fact, but to begin with, that is not the rule. So we are informed to the contrary.*

- F. *There are those who set up the objection in the following language: [And he who delivers [a writ of divorce] from one overseas province to another must state, “In my presence it was written, and in my presence it was signed”:] Lo, if he takes it from one place to another in the same overseas province, he does not have to make the required declaration. Now that poses no problem to Rabbah [who can explain why], but it does present a conflict with the position of Raba!*
- G. *Do not draw the conclusion that if he takes it from one province to another in the Land of Israel he does not have to make the declaration, but say: Lo, if it is within the same province overseas, he does not have to make that declaration, but if it is from one province to another in the Land of Israel, what is the law? He has to make the declaration.*
- H. *Then the Tannaite formulation ought to be: And he who delivers [a writ of divorce] without further articulation.*
- I. *In point of fact, even if one brings a writ of divorce from one province to another in the Land of Israel, he also does not have to make the declaration, for, since there are pilgrims, witnesses will always be available.*
- J. *That poses no problem for the period at which the house of the sanctuary is standing, but for the period in which the house of the sanctuary is not standing, what is to be said?*
- K. *Since courts are well established, there still will be plenty of witnesses.*
- I.10** A. *We have learned in the Mishnah: Rabban Simeon b. Gamaliel says, “Even [if he brings one] from one jurisdiction to another [in the same town]”:*
- B. *And said R. Isaac, “There was a town in the Land of Israel called Assassiot, in which were two governors, jealous of one another. Therefore it was necessary to refer also to the case of bringing a writ from one jurisdiction to another [in the same town].”*
- C. *Now to Raba that poses no problems, but to Rabbah it presents a question!*
- D. *Not at all, Rabbah for his part also accepts the consideration important to Raba.*
- E. *Then what is at stake between them?*

F. *At stake between them is a case in which two persons brought the writ, or if it was brought from one locale to another in the same province overseas.*

- I.11** A. *We have learned in the Mishnah: He who delivers a writ of divorce from overseas and cannot say, “In my presence it was written, and in my presence it was signed,” if there are witnesses [inscribed] on it – it is to be confirmed by its signatures [M. 1:3C-E]. Now in reflecting on that matter, [we said], what is the meaning of the language, and cannot say? [5A] If we say, it refers to a deaf-mute, can a deaf-mute come along and raise an objection and invalidate the decree? And lo, we have learned in the Mishnah: All are valid for delivering a writ of divorce, except for a deaf-mute, an idiot, and a minor, a blind man, and a gentile [M. 2:5E-G]. And said R. Joseph, “Here with what case do we deal? A case in which he gave it to her when he was of sound senses, but he did not have time to say, ‘Before me it was written and before me it was signed,’ before he was struck dumb.” To Raba that poses no problems, but to Rabbah it is a challenge!*
- B. *Here with what situation do we deal? It was after the requirement of intentionality had been widely learned.*
- C. *If so, then one may indeed invoke the conception, we have to take precaution lest the matter revert to its former chaos.*
- D. *If so, then the same rule should pertain even if the bearer cannot make such a statement?*
- E. *A case in which one had sound senses but then was struck dumb is not commonplace, and for matters that are not commonplace rabbis did not make precautionary decrees.*
- F. *Well, the matter of a woman’s bringing the writ of divorce is uncommon, and yet we have learned in the Mishnah: A woman herself delivers her writ of divorce [from abroad], on condition that she must state, “In my presence it was written, and in my presence it was signed” [M. 2:7E-F].*
- G. *It is to avoid making distinctions among classifications of bearers.*
- H. *If that is the case, then the husband, too, should be subject to the law of declaration, so how come it has been taught on Tannaite authority:*

He himself who brought his own writ of divorce does not have to say, "Before me it has been written, and before me it has been signed"?

- I. *Well, exactly why did rabbis say, "It is necessary to declare, 'Before me it was written and before me it was signed'"? It is because the husband may come along and challenge the writ of divorce and invalidate it. But in this case, the man is holding it in his own hands, so is he going to raise questions about its validity?*

- I.12** A. *Come and take note of what Samuel asked R. Huna: "As to two persons who brought a writ of divorce from overseas, do they have to say, 'Before us it was written and before us it was signed,' or do they not have to say that?"*
- B. *He said to him, "They do not have to say that. For if they had said in our presence, 'He has divorced her,' would they not be believed?"*
- C. *That poses no problem to Raba, but it is a problem for Rabbah!*
- D. *Here with what situation do we deal? It was after the requirement of intentionality had been widely learned.*
- E. *If so, then one may indeed invoke the conception, we have to take precaution lest the matter revert to its former chaos.*
- F. *If so, then the same rule should pertain even if two persons brought the writ.*
- G. *Two persons bringing a writ of divorce is uncommon, and for matters that are not commonplace rabbis did not make precautionary decrees.*
- H. *Well, the matter of a woman's bringing the writ of divorce is uncommon, and yet we have learned in the Mishnah: **A woman herself delivers her writ of divorce [from abroad], on condition that she must state, "In my presence it was written, and in my presence it was signed" [M. 2:7E-F].***
- I. *It is to avoid making distinctions among classifications of bearers.*
- J. *If that is the case, then the husband, too, should be subject to the law of declaration, so how come it has been taught on Tannaite authority: He himself who brought his own writ of divorce does not have to say, "Before me it has been written, and before me it has been signed"?*
- K. *Well, exactly why did rabbis say, "It is necessary to declare, 'Before me it was written and before me it was signed'"? It is because the husband may come along and challenge the writ of divorce and*

*invalidate it. But in this case, the man is holding it in his own hands, so is he going to raise questions about its validity?*

- I.13** A. *Come and take note:* He who brings a writ of divorce from overseas and gave it to the woman but did not say to her, “Before me it was written and before me it was signed,” if the writ can be confirmed through its signatures, it is valid, and if not, it is invalid. It must follow that the requirement of saying, “Before me it was written and before me it was signed,” has been imposed not to treat the wife’s situation in accord with a strict rule but rather in accord with a lenient rule.
- B. *That poses no problem to Raba, but it is a problem for Rabbah!*
- C. *Here with what situation do we deal? It was after the requirement of intentionality had been widely learned.*
- D. *If so, then one may indeed invoke the conception, we have to take precaution lest the matter revert to its former chaos.*
- E. *Here it is a case in which the woman has remarried.*
- F. *If so, then how can you say, the requirement of saying, “Before me it was written and before me it was signed,” has been imposed not to treat the wife’s situation in accord with a strict rule but rather in accord with a lenient rule! Is the reason that we allow the writ to be confirmed through the signatures because she has remarried?*
- G. *This is the sense of the statement:* [The writ can be confirmed through its signatures], *and should you say, we should impose a strict rule on her and force [the husband] to divorce her, lo, it is the intent in requiring the statement, “Before us it was written and before us it was signed,” not to treat the wife’s situation in accord with a strict rule but rather in accord with a lenient rule! Now [5B] what is the operative consideration? Perhaps the husband may come and challenge the writ of divorce and invalidate it? Since here the original husband is not raising any objection, are we going to go and raise problems?*
- I.14** A. *This involves the same point that is at issue between R. Yohanan and R. Joshua b. Levi.*
- B. *One said, “Because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended.”*

- C. *The other said, "Because valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses]."*
- D. *You may then conclude that it is R. Joshua b. Levi who said, "Because [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended,"*
- E. *for R. Simeon bar Abba brought a writ of divorce before R. Joshua b. Levi and said to him, "Do I have to say, 'Before me it was written and before me it was signed'? Or do I not have to make that statement?"*
- F. *He said to him, "You don't have to make that statement. They made that ruling only for the earlier generations, who were not expert in the requirement that the writ be prepared for the particular person for whom it is intended, but as to the later generations, who are expert in the requirement that the writ be prepared for the particular person for whom it is intended, that is not the case."*
- G. *Indeed, you may draw that conclusion.*
- H. *Do you really draw such a conclusion? But lo, Rabbah concurs in the consideration of Raba! And, moreover, lo, we have said, "We have to take precaution lest the matter revert to its former chaos"!*
- I. *Rather, as to R. Simeon bar Abba, there was someone else with him [so Raba's reason was null (Simon)], but he is not taken into account out of respect for the honor owing to R. Simeon.*

**I.15** A. *It has been said:*

- B. Before how many witnesses must one hand over the writ of divorce to the wife?
- C. R. Yohanan and R. Hanina –
- D. one party maintains it must be at least two.
- E. The other holds that it must be three.
  - F. *You may then conclude that it is R. Yohanan who holds that it is before two persons,*
  - G. *for Rabin bar R. Hisda brought a writ of divorce before R. Yohanan and he said to him, "Go, present it to her in the presence of two*

witnesses, and say to them, 'In my presence it was written and in my presence it was signed.'”

H. *Indeed, you may draw that conclusion.*

I. *May one then propose that this is what is at issue between them: The one who holds that it is to be presented before two persons takes the view that the operative consideration is, [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended. The authority who holds that it is to be presented before three persons maintains the position that the operative consideration is, valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses].*

J. *But do you find such a position reasonable? Lo, since it is R. Joshua b. Levi who said, the operative consideration is, [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended, it must be R. Yohanan who takes the view that valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses], and here how could R. Yohanan have said that it must be before two persons? And lo, Rabbah concurs in the consideration of Raba! Rather, all parties concur that we require that valid witnesses be readily found to confirm the signatures. But here, what is under dispute is whether or not the agent can be treated as a witness, and whether a witness may then serve as a judge on the court. He who takes the position that it is done in the presence of two persons maintains that the agent can be treated as a witness, and a witness may then serve as a judge on the court. He who holds that it is done in the presence of three takes the view that the agent can be treated as a witness, but a witness may not then serve as a judge on the court.*

K. *Yes, but lo, we have it as an established fact in the view of rabbis that a witness may then serve as a judge on the court. Rather, here what is at issue is that one authority holds, since the wife is a suitable person to bring her own writ of divorce,*



*there will be occasions on which we require only two persons, and we may end up relying on her. The other party holds that people know full well that a woman cannot serve for that purpose and therefore they will never rely upon her.*

**I.16** A. *It has been taught on Tannaite authority in accord with the position of R. Yohanan:*

- B. “He who delivers a writ of divorce from overseas – if he handed it over to the wife but did not say to her, ‘In my presence it was written, and in my presence it was signed’ – the second husband [who married the woman on the strength of this impaired writ] must divorce her, and any offspring of the second union is in the status of a mamzer [child of a couple that had no right to wed],” the words of R. Meir. [But the provision of the stated declaration is only on rabbinical authority.]
- C. And sages say, “The offspring of the second union is not a mamzer. What is to be done? One should retrieve the writ from the woman and then go and handed it back to her and state to her, ‘In my presence it was written, and in my presence it was signed.’”
- D. Now in the view of R. Meir, merely because the agent has not said to her, “Before me it was written and before me it was signed,” must the second husband divorce her, and is the offspring of the second union a mamzer?
- E. *Indeed so! For R. Meir is consistent with his views stated in other connections.*
- F. For R. Hamnuna said in the name of Ulla, “R. Meir would maintain, ‘Anyone who in the procedure of a divorce [Freedman, *Baba Mesia* 55B:] departs from the fixed procedure ordained by sages – the second husband must divorce her, and the offspring of the second union is a mamzer.’”

**I.17** A. *Bar Hadayya wanted to bring a writ of divorce. He came before R. Ahi, who*

*was in charge of writs of divorce. He said to him, "You have to supervise the writing of every single letter."*

- B. *He came before R. Ammi and R. Assi. They said to him, "You don't have to. And should you say, nonetheless, I'll follow the more stringent ruling, if you do, you will turn out to call into question all the prior writs of divorce."*

- I.18** A. *Rabbah bar bar Hannah brought a writ of divorce, half of which was written in his presence, half of which was not written in his presence. He came before R. Eleazar, who said to him, "Even if the scribe wrote only a single line for the purpose of a writ of divorce for this particular woman, that suffices."*
- B. R. Ashi said, **[6A]** "Even if he only heard the sound of the pen and the rustling of the sheet, that suffices."
- C. *It has been taught on Tannaite authority in accord with the position of R. Ashi:*
- D. He who brings a writ of divorce from overseas, even if he is in the downstairs room and the scribe is in the upstairs room, or he is in the upstairs room and the scribe is in the downstairs room, even if he is going in and out all day long, the writ is valid.
- E. *But if he is in the downstairs room and the scribe is in the upstairs room, then he never saw him doing the writing! So is it not a case in which he only heard the sound of the pen and the rustling of the sheet?*

- I.19** A. The master has said, "...even if he is going in and out all day long, the writ is valid":
- B. *Who is "he"? Should I say that it is the agent? Well, if he is in the downstairs room and the scribe is in the upstairs room, in which case he does not see him, you have said that the procedure is valid, then can there be any question of the rule governing the case of his coming and going all day long? So it must refer to the scribe.*
- C. *That's obvious! Just because he's coming and going all day long, should we invalidate the document?*
- D. *Not at all, it was necessary to state the rule to cover a case in which he went out to the marketplace and came back. What might you have supposed? Someone else found him and gave him instructions to write a writ? So we are informed that that is not an operative consideration.*

**I.20** A. *It has been stated:*

- B. As to Babylonia –
- C. Rab said, "It is in the status, as to writs of divorce, of the Land of Israel."
- D. Samuel said, "It is in the status of overseas provinces."
- E. *May we say that this is what is at issue: One authority maintains that the operative consideration is [Israelites overseas] are inept in the requirement that the writ be prepared for the particular person for whom it is intended, and these authorities are well informed, and the*

*other master maintains that the operative consideration is that valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses], and here, too, it is not so easy to find validating witnesses.*

- F. *So do you really imagine that, when in fact Rabbah concurs with the importance of Raba's consideration? Rather, all parties concur that we have to validate the document. Rab maintains that because there is a valid session, witnesses are readily available, and Samuel maintains that the session is preoccupied with its own learning.*
- G. *So, too, it has been stated:*
- H. Said R. Abba said R. Huna, "In Babylonia we regarded ourselves so far as writs of divorce are concerned as equivalent to the Land of Israel from the time that Rab came to Babylonia."
- I. *Objected R. Jeremiah: "R. Judah says, 'From Reqem to [the country] east [of Reqem] – and Reqem is equivalent to [territory] east [of Reqem]. From Askelon and southward, and Askelon is equivalent to [territory] south [of Askelon]. From Akko and northward, and Akko is equivalent to territory north of Akko.' Now, as a matter of fact, Babylonia is well to the north of the Land of Israel, for it is written, 'And the Lord said to me, "Out of the north the evil shall break forth"' (Jer. 1:14). Now, while R. Meir says, 'Akko is equivalent to the Land of Israel so far as writs of divorce are concerned,' even R. Meir has made that exception only for Akko, which is near the Land of Israel, but surely not for Babylonia, which is so far away!"*
- J. *So R. Jeremiah posed the question and solved it: "Except for Babylonia."*

**I.21** A. What is the extent of Babylonia?

- B. Said R. Pappa, "As is the dispute in respect to genealogy, so is the dispute in respect to writs of divorce."
- C. And R. Joseph said, "There is a dispute on the matter with regard to genealogy, but in respect to writs of divorce, all parties concur that *it is up to the second boat of the bridge.*"

**I.22** A. *R. Hisda required such a declaration in the case of a writ brought from Ctesiphon to Be Ardashir. But if it*

*was brought from Be Ardashir to Ctesiphon, he did not impose that requirement.*

- B. *May we then suppose that he took the position that the operative consideration is, [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended, and those who are exempted have mastered the law?*
- C. *Do you really think that that can be the reason at hand, since Rabbah has acknowledged the validity of Raba's consideration? But in point of fact all parties concur that we require a confirmation of the writ of divorce, but the operative factor in R. Hisda's instructions is that, since people from Be Ardashir go to market in Ctesiphon, the inhabitants of Ctesiphon know their signatures, but the inhabitants of Be Ardashir don't know the signatures of the people of Ctesiphon. How come? They were preoccupied with their marketing.*

- I.23**
- A. *Rabbah bar Abbuha required the stated declaration in the case of a writ brought from one side of the street to the other.*
  - B. *R. Sheshet required it when the writ was brought from block to block.*
  - C. *Raba required it when the writ was brought from one house to another in the same block.*
  - D. *But lo, Raba is the one who said that the operative consideration is that valid witnesses are not readily found to confirm the signatures [and the declaration of the agent serves to authenticate the signatures of the witnesses]!*
  - E. *The case of Mahoza is exceptional, because the locals move around a lot.*

- I.24**
- A. *R. Hanin told the story: "R. Kahana brought a writ of divorce, but I don't know whether it was from Sura to Nehardea or from Nehardea to Sura. He came before Rab. He said to him, 'Do I have to make the statement,*

*“Before me it was written and before me it was signed,” or do I not have to make that statement?’*

- B. *“He said to him, ‘You do not have to make the statement, “Before me it was written and before me it was signed,” [6B] but if you did it, it counts.’”*
- C. *What is the meaning of the statement, “But if you did it, it counts”?*
- D. *If the husband comes along and casts doubt on the document, we do not pay any attention to him.*

**I.25** A. *That is in line with the following, which has been taught on Tannaite authority:*

- B. **There was a case in which someone brought a writ of divorce before R. Ishmael. He said to him, “Do I have to declare, ‘Before me it was written and before me it was signed,’ or do I not have to do so?”**
- C. **He said to him, “My son, where do you come from?”**
- D. **He said to him, “My lord, I’m from Kefar Simai.”**
- E. **He said to him, “You do have to say, ‘Before me it was written and before me it was signed,’ so that the wife will not have any need for witnesses afterward.”**
- F. **When he had left, R. Ilai came before him. He said to him, “My lord, isn’t Kefar Sisai surrounded by the borders of the Land of Israel, nearer to Sepphoris than Akko?”**
- G. *And have we not learned in the Mishnah: R. Meir says, “Akko is equivalent to the Land of Israel so far as writs of divorce are concerned”? And even rabbis differ from R. Meir only with respect to Akko, which is at a distance, but as to Kefar Sisai, which is nearby, there is no difference of opinion!*

H. He said to him, "Silence, my son, silence. Once the matter has gone forth with a ruling that it is permitted, it has gone forth" [T. Git. 1:3J-O].

I. Lo, [Ishmael] had already explained to him that it was so that the wife will not have any need for witnesses afterward?

J. He had not completed making his statement in the presence of R. Ilai.

**I.26** A. R. Ebiatar sent word to R. Hisda, "As to writs of divorce that come from there to here, it is not necessary to state, 'Before me it was written and before me it was signed.'"

B. May one therefore propose the theory that the operative consideration behind making that declaration is that [Israelites overseas] are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended, and those who are exempted have mastered the law?

C. Do you really think that that can be the reason at hand, since Rabbah has acknowledged the validity of Raba's consideration? But in point of fact all parties concur that we require a confirmation of the writ of divorce, but the operative factor is that since there are many who go up to the Land of Israel and come down from there, there will be plenty of witnesses.

D. Said R. Joseph, "Who is going to assure us that R. Ebiatar is a reliable authority? And further more, he is the one who sent word to R. Judah, 'People who come up from there to here [the Land of Israel] confirm in their own being the verse, "They have given a boy for a harlot and sold a girl for wine and have drunk" (Joel 4: 3).' And, as a matter of fact, he wrote out this verse without underlining it, even though R. Isaac said, 'Two words of Scripture may be written without underlining, but not three,' and a Tannaite formulation stated, 'Three they write, not four.'"

E. Said to him Abbayye, "So is anybody who doesn't know what R. Isaac said going to be called unreliable? True enough, if it were a matter of reasoning, well and good. But this is just a matter of knowing a fact of tradition, and he doesn't happen to have heard that particular tradition! And furthermore, R. Ebiatar is an authority whose ruling was confirmed by his [heavenly] Master, for it is written, 'And his concubine played the harlot against him' (Jud. 19: 2). R. Ebiatar said, 'He found a fly on her.' R. Jonathan said, 'It was a hair.'

*Then R. Ebiatar found Elijah. He said to him, 'What is the Holy One, blessed be He, working on these days?' He said to him, 'He's occupied with the passage on the concubine in Gibe'a.' 'And what's he say about it?' He said to him, 'My son Ebiatar – this is what he says, and my son Jonathan – this is what he says.' He said to him, 'God forbid! Is anything subject to doubt before the Heaven?' He said to him, 'Both this position and that represent the words of the living God. He did find a fly, but paid no attention. Then he found a hair, and he paid attention.'"*

- F. Said R. Judah, "It was a fly in a dish, and a hair on 'that place.' *The fly was merely disgusting, but the hair was dangerous.*"
- G. *There are those who say, "He found both in the dish. The fly was an accident, but the hair was deliberate."*

**I.27** A. Said R. Hisda, "A man should never cast too much fear on his household, for lo, as to the concubine of Gibe'a, he cast too much fear on her, and she caused the death of how many tens of thousands of Israelites."

B. Said R. Judah said Rab, "Whoever casts too much fear on his household will ultimately commit the three mortal sins of fornication, murder, and profanation of the Sabbath."

**I.28** A. Said Rabbah bar bar Hannah, "*As to these three things rabbis have said* a man has to say to his household at dusk before the Sabbath: Have you designated tithe [out of the food we are to eat on the Sabbath]? Have you prepared the symbolic meal of mingling [joining several courtyards, so we may move freely about the courtyard on the Sabbath]? Have you kindled the light [for the Sabbath, since we cannot kindle a flame on the Sabbath itself]? **[7A]** *they should be said in a calm way, so that people can accept his instructions [willingly].*"

B. Said R. Ashi, "*Well, I never heard this tradition stated by Rabbah bar bar Hannah, but I reached the same conclusion through my own reasoning.*"

**I.29** A. Said R. Abbahu, "A person should never cast too much fear on his household, for lo, an eminent authority cast too much fear on his household, so they fed him what is a matter of considerable consequence."

B. *Now who was that? It was R. Hanina b. Gamaliel.*



- C. *So do you think that they actually fed it to him? Even through the mere cattle of the righteous, the Holy One, blessed be He, does not bring about offense. All the more so through the righteous themselves [he will not bring about offense]! Rather, say: "They wanted to feed him what is a matter of considerable consequence."*
- D. *What was it?*
- E. A piece of meat cut from a living beast.

### **Miscellaneous Rulings on Proper Conduct**

- I.30** A. *Mar Uqba sent word to R. Eleazar, "Some people are opposing me, and I have the power to hand them over to the government. What is the ruling?"*
- B. He underlined and wrote the verse, "'I said, I will take heed to my ways, that I sin not with my tongue; I will keep a curb upon my mouth, while the wicked is before me' (Psa. 39: 2). Even though the wicked is before me, I will keep a curb upon my mouth."
- C. *He sent word to him, "But they're bothering me a lot, and I can't resist them."*
- D. He sent back, "'Resign yourself to the Lord and wait patiently for him' (Psa. 37: 7) – wait for the Lord, and he will throw them down prostrate before you. Go to the house of study morning and night, and soon they will meet their end."
- E. The word had scarcely left the mouth of R. Eleazar, before Geniba was thrown into chains.
- I.31** A. *They sent word to Mar Uqba, "How on the basis of Scripture do we know that it is forbidden to sing?"*
- B. He underlined and wrote the verse, "'Do not rejoice, Israel, as do the peoples, for you have gone astray from your God' (Hos. 9: 1)."
- C. *Shouldn't he send him the following verse: "They shall not drink wine with music, strong drink shall be better to them who drink it" (Isa. 24: 9)?*

- D. *Had he sent that verse, one might have concluded that what is forbidden is the use of musical instruments, but not a cappella singing; from the other verse I derive that fact.*

- I.32** A. *Said R. Huna bar Nathan to R. Ashi, "What is the meaning of the verse of Scripture, 'Kinah and Dimonah and Adabah' (Jos. 15:22)?"*
- B. *He said to him, "The verse of Scripture is reckoning with towns in the Land of Israel."*
- C. *He said to him, "So don't I myself know that the verse of Scripture is reckoning with towns in the Land of Israel? But R. Gebiha from Be Argiza derived a lesson from the letters that make up these place-names, specifically: 'Whoever has a basis for anger against his neighbor but holds his peace – he who endures for all eternity will make his cause his own.'"*
- D. *He said to him, "What about [a message based on the letters of the place-names used in] this verse: 'Ziklag and Madmanah and Sansanah' (Jos. 15:22)?"*
- E. *He said to him, "Well, if R. Gebiha from Be Argiza were here, he would find something interesting to say about that verse, too. Anyhow, R. Aha of Khuzistan said about it the following lesson [built out of the letters of those words]: 'Whoever has a just cause for complaint on account of the other's disrupting his livelihood and holds his peace – he who dwells in the bush will make his cause his own.'"*

- I.33** A. *Said the exilarch to R. Huna, "How do we know that wearing garlands is forbidden?"*
- B. *He said to him, "On the authority of rabbis, it is in accord with what we have learned in the Mishnah: **In the war against Vespasian they decreed against the wearing of wreaths by bridegrooms and against the wedding drum [M. Sot. 9:14A].**"*
- C. *In the meantime R. Huna got up to use the toilet. Said to him R. Hisda, 'There is a verse of Scripture to the same effect: 'Thus says the Lord God, the miter shall be removed, and the crown taken off; this shall be no more the same: that which is low shall be exalted, and that which is high, brought low'*

(Eze. 21:31). Now what has the miter to do with the crown? It is to teach the lesson that, when the miter is worn by the high priest in the Temple, common folk can wear the crown at weddings, but when the miter has been removed from the head of the high priest, then the crown must be removed from the head of common folk.”

- D. *Now R. Huna came back from the toilet, and found them yet in session on the matter. He said to them, “By God! It derives only from the authority of rabbis. But just as your name is Hisda, meaning, favor, so what you say is full of favor.”*

**I.34** A. *Rabina came across Mar bar R. Ashi, weaving a wreath for his daughter. He said to him, “Does not the master accord with the verse, ‘Thus says the Lord God, the miter shall be removed, and the crown taken off; this shall be no more the same: that which is low shall be exalted, and that which is high, brought low’ (Eze. 21:31)?”*

- B. *He said to him, “The analogy is drawn to the high priest, therefore the rule applies to men, not women.”*

**I.35** A. *What is the meaning of the passage, this shall be no more the same?*

- B. *R. Avira expounded the passage, sometimes saying what he said in the name of R. Ammi, sometimes saying what he said in the name of R. Assi, “When the Holy One, blessed be He, said to Israel, ‘The miter shall be removed, and the crown taken off,’ said the ministering angels before the Holy One, blessed be He, ‘Lord of the world, is “this” appropriate for Israel, who at Mount Sinai proclaimed “we shall do” before even “we shall hear”?’*

- C. *“He said to them, ‘Should not “this” be for Israel, who brought low that which is high, and exalted that which is low? And who set up a statue in the Temple?’”*

**I.36** A. *R. Avira expounded the passage, sometimes saying what he said in the name of R. Ammi, sometimes saying what he said in the name of R. Assi, “What is the meaning of the verse of Scripture, ‘Thus says the Lord, though they be in full strength and many, even so shall they be sheared off and he shall cross...’ (Nah. 1:12)? If someone sees that his income is insufficient, then he should give charity from it, and all the more so if it is ample.”*

**I.37** A. *What is the meaning of the phrase, even so shall they be sheared off and he shall cross?*

B. *A Tannaite statement of the Household of R. Ishmael:*

C. *Whoever shears his property and gives to charity will be saved from the judgment of Gehenna. The matter is comparable to two sheep crossing a river, one shorn, the other not; the shorn one crosses, the other sinks.*

**I.38** A. **[7B]** *“Though I have afflicted you” (Nah. 1:12):*

B. *Said Mar Zutra, “Even a poor person who derives support from charity should give charity.”*

**I.39** A. *“I will afflict you no more” (Nah. 1:12):*

B. *R. Joseph stated a Tannaite statement: “They don’t ever again show him the marks of poverty.”*

**II.1** A. **R. Judah says, “From Reqem to [the country] east [of Reqem] – and Reqem is equivalent to [territory] east [of Reqem]. From Askelon and southward, and Askelon is equivalent to [territory] south [of Askelon]. From Akko and northward, and Akko is equivalent to territory north of Akko”:**

B. *Is that to imply that Akko is at the northernmost extreme of the Land of Israel? And by way of contradiction: If one was walking from Akko to Kezib, then to his right, at the east, the road is cultically unclean by reason of belonging to the land of the gentiles and it is also exempt from tithing and the rules of the Seventh Year until one clarifies that it is liable. The land to the left of the road, to the west, is cultically clean by reason of not belonging to the land of the gentiles, and it is liable to tithing and the rules of the Seventh Year until one clarifies that it is exempt. To what*

extent northward? To Kezib. R. Ishmael b. R. Yosé says in the name of his father, “To Lablabu” [T. **Ah. 18:14**]/

- C. *Said Abbaye, “There is a narrow strip of land that juts out beyond Akko.”*
  - D. *But does the Tannaite authority have to give so exact an indication of that fact [for example, through the division of the road]?*
  - E. *Yes indeed, and Scripture does the same thing: “And they said, Behold, there is the feast of the Lord from year to year in Shiloh, which is at the north of Bethel, on the east side the highway that goes up from Bethel to Shechem, and on the south of Lebonah” (Jud. 21:19), in which regard said R. Pappa, “The sense is, ‘at the east side of the highway.’”*
- II.2** A. *One Tannaite statement: He who brings a writ of divorce in a boat is as though he brought it in the Land of Israel.*
- B. *And another Tannaite statement: He who brings a writ of divorce in a boat is as though he brought it from overseas.*
- C. *Said R. Jeremiah, “No problem, the one represents R. Judah, the other, rabbis, for we have learned in the Mishnah: **[Produce grown in] foreign soil, which was brought on a ship to the Land [of Israel] is subject to tithes and [the laws of] the Sabbatical Year.** Said R. Judah, ‘Under what circumstances **[does this apply? Only] when the ship is grounded**’ [M. **Hal. 2:2A-B**].”*
- D. *Abbaye said, “Both statements represent the view of R. Judah. There still is no problem. The one speaks of a situation in which the ship is not grounded, the other, in which the ship is grounded.”*
- E. *Said R. Zira, “With the case of a plant in a pot that has a hole on the bottom and that rests on a stand, we come to the dispute of R. Judah and rabbis.”*
- F. *Said Raba, “But maybe that’s not true. R. Judah takes the position that he does there [Simon: actual contact with the soil is necessary to make the plant liable to tithe] only in the case of a ship **[8A]** since it is ordinarily on the move, but in the case of a pot, which is not on the move, that is not the case. Or, also, rabbis take the position that they do there in the case of the ship [where tithing is required even if the ship is not touching bottom (Simon)] since there is no space between the boat and the bottom, the water being deemed equivalent to the ground so far as contact is concerned, but not in the case of the pot, where the air underneath intervenes between the pot and the ground soil.”*
- G. *R. Nahman bar Isaac said, “As to the rivers of the Land of Israel, no party contests the rule. Where there is a dispute, it is in the context of*

*the Mediterranean, for it has been taught on Tannaite authority:* What is the definition of the Land of Israel, and what is the definition of land outside of the Land of Israel? All that slopes down from the Mountains of Amanus and inward is considered the Land of Israel, from the Mountains of Amanus and beyond is considered outside of the Land of Israel. As to the status of the islands of the Mediterranean Sea, we reckon their status as if there were a string extending from the Mountains of Amanus to the Brook of Egypt; islands located from the string inward are considered part of the Land of Israel, while islands located from the string outward are considered outside of the Land of Israel. R. Judah says, ‘All islands opposite the Land of Israel are considered to be like the Land of Israel, as it is written, “For the western boundary, you shall have the Great Sea and its coast” (Num. 34: 5).’ As for the islands at the sides, not directly opposite the Land of Israel, we reckon their status as if there were a string extending from Kiflaria to the Mediterranean Sea, and another string extending from the Brook of Egypt to the Mediterranean. Islands located from the string inward are considered part of the Land of Israel, while islands located from the string outward are considered outside of the Land of Israel [T. **Ter. 2:12A-J**, trans. A. J. Avery-Peck].”

- H. *And how do rabbis deal with the language, “and for the border”?*
- I. *They require that clause to encompass the islands.*
- J. And R. Judah?
- K. *Proving the status of the islands does not require the intervention of a verse of Scripture.*

**III.1 A.** R. Meir says, “Akko is equivalent to the Land of Israel so far as writs of divorce are concerned”:

### **The Status of Syria**

- B. *The question was addressed to R. Hiyya bar Abba: “He who sells his slave to an owner domiciled in Syria – is this as if he sold him overseas or not?”*
- C. *He said to them, “You have learned a Tannaite statement on the matter, namely:*  
**R. Meir says, ‘Akko is equivalent to the Land of Israel so far as writs of**

**divorce are concerned.’** *So it is in respect to writs of divorce, but not in regard to the sale of slaves, and if that is so for Akko, how much the more for Syria, which is still further from the actual Land of Israel.”*

**III.2** A. *Our rabbis have taught on Tannaite authority:*

B. **In three ways is Syria subject to the same legal status as the Land of Israel, and in three ways Syria is subject to the same legal status as foreign territory. Its dirt imparts uncleanness as does dirt of foreign territory. And he who brings a writ of divorce from Syria is like one who brings a writ of divorce from foreign territory. And he who sells his slave to a purchaser in Syria is like him who sells a slave to a purchaser in a foreign country. In three ways Syria is subject to the same legal status as the Land of Israel, for he who purchases a field in Syria [8B] is like one who purchases a field in the suburbs of Jerusalem; and produce grown in Syria is liable for tithes and for the Seventh Year; and if one can bring something into it in a state of cleanness, it remains in a state of cleanness [T. Kel. B.Q. 1:5].**

**III.3** A. **And produce grown in Syria is liable for tithes and for the Seventh Year:** *The authority behind that passage maintains that land that is conquered by an individual is classified as conquered [by the nation and liable to tithing].*

**III.4** A. **And if one can bring something into it in a state of cleanness, it remains in a state of cleanness:** *But haven't you said, Its dirt imparts uncleanness?*

B. *The entry is in a box, chest, or cupboard, as has been taught on Tannaite authority: He who enters the land of the peoples riding in a box, chest, or cupboard – Rabbi declares him unclean. R. Yosé b. R. Judah declares him clean.*

C. *And even Rabbi declares him unclean only in the case of the land of the peoples, in which regard sages have made a decree with reference to the clods of dirt and airspace, but in regard to Syria, while sages have made a decree with regard to its clods of dirt, they have made no decree of uncleanness in respect to its airspace.*

**III.5** A. He who purchases a field in Syria [8B] is like one who purchases a field in the suburbs of Jerusalem: *For what practical purpose is this law laid down?*

- B. Said R. Sheshet, "It indicates that a contract of sale may be drawn up in that area, even on the Sabbath."
- C. *Do you really think this may be done on the Sabbath?*
- D. *Don't you know what Raba said, "One may say to a gentile to do it, and he does it"? Here, too, one may say to a gentile to do it, and he does it, and even though sages have said that making such a statement to a gentile is forbidden on account of the general principle of Sabbath rest, in respect to the Land of Israel rabbis have made no such decree.*

**III.6** A. *Our rabbis have taught on Tannaite authority:*

- B. A slave who produced his writ of emancipation, and in it was written, "...you yourself and my property are acquired to you" – he has acquired title to himself, but he has not acquired title to the man's property.
- C. *The question was raised, "If it said, '...all my property is acquired to you,' what is the law?"*
- D. Said Abbaye, "Since he has acquired himself, he has acquired the property as well."
- E. *Said to him Raba, "There is no problem understanding why he has acquired title to himself, since it is parallel to the case of a writ of divorce for a woman. But as to the property, he should not effect acquisition of the title, for, in regard to property, the writ has to be confirmed like any other document."*
- F. *Abbaye retracted, saying, "Since he has not acquired title to the possessions, he also has not acquired title to himself."*
- G. *Said to him Raba, "There is no problem understanding why he has not acquired title to the master's property, for, in regard to property, the writ has to be confirmed like any other document. But he surely should acquire title to himself, along the lines of the rule governing the writ of divorce of a woman."*



- H. Rather, said Raba, “The same rule pertains to both matters, with this result: Title to himself he has acquired, title to the property he has not acquired.”
- I. *Said R. Ada bar Matenah to Raba, “In accord with whom is this ruling? It is in accord with R. Simeon, who has said that we may divide a single rule into two distinct applications, as we have learned in the Mishnah: He who consigns his property to his slave – the slave goes free. If the owner retained any land for himself, the slave does not go free. R. Simeon says, [9A] ‘In any such case the slave goes free, unless the property owner says, “Lo, all of my possessions are given to So-and-so, my slave, except for one ten-thousandth part of them”’ [M. Pe. 3:8A-E].”*
- J. But didn’t R. Joseph bar Minyumi say R. Nahman said, “Even though R. Yosé praised R. Simeon, the decided law is in accord with R. Meir. *For it has been taught on Tannaite authority: When these matters were stated before R. Yosé, he recited in his regard the following verse of Scripture: “He who gives a right answer smacks his lips” (Pro. 24:26)’ [T. Pe. 1:13E].”*
- K. But did R. Nahman make such a statement? And didn’t R. Joseph bar Minyumi say R. Nahman said, “A dying man who wrote over all his property to his slave but then got better may return to ownership of his property but not to ownership of the slave. He reverts to his property, since a gift in contemplation of death is null, but he doesn’t revert to ownership of the slave, for lo, he has entered the category of a free man”?
- L. *Rather, said R. Ashi, “In that case the operative consideration is that the document did not sever the connection between the slave and the master [and not because of the diverse reading of the same clause].”*

**IV.1 A. If there are disputants against [the validity of the writ], it is to be confirmed by its signatures.**

- B. *How many disputants were there? If I say it was only one person, hasn't R. Yohanan said, "In the opinion of all parties, a proper challenge to a document may be registered by only two parties"?*
- C. *Rather, two persons challenged the document.*
- D. *Well, it's just two against two, so how come you rely on this set? Rely on that set!*
- E. *It was a challenge coming from the husband himself.*

**1:3C-E**

- C. **He who delivers a writ of divorce from overseas and cannot say, "In my presence it was written, and in my presence it was signed,"**
- D. **if there are witnesses [inscribed] on it –**
- E. **it is to be confirmed by its signatures.**

**1:4**

- A. **All the same are writs of divorce for women and writs of emancipation for slaves:**
- B. **They have treated in the same way the one who takes [it] and the one who delivers it.**
- C. **This is one of the ways in which writs of divorce for women and writs of emancipation for slaves are treated as equivalent.**

**I.1 A. What is the meaning of and cannot say? If I should say that, to begin with, it is a deaf-mute, can a deaf-mute serve as a messenger for the delivery of a writ of divorce? Have we not learned in the Mishnah: All are valid for delivering a writ of divorce, except for a deaf-mute, an idiot, and a minor, a blind man, and a gentile [M. 2:5E-G]?**

- B. *Said R. Joseph, "With what situation do we deal here? It is one in which he handed the writ over to her when he was of sound senses, but did not suffice to say, 'Before me it was written and before me it was signed,' before he became a deaf-mute."*

**II.1 A. All the same are writs of divorce for women and writs of emancipation for slaves: They have treated in the same way the one who takes [it] and the one who delivers it.**

- B. *Our rabbis have taught on Tannaite authority:*

- C. In three aspects writs of divorce for women and documents of emancipation for slaves are equivalent: in the rule governing their being taken from the Land of Israel to overseas locations or bringing brought to the Land of Israel from overseas; in the fact that any writ that bears the signature of a Samaritan witness is invalid except for writs of divorce for women and documents of emancipation for slaves; and all documents [9B] that derive from gentile archives, even though the witnesses thereto are gentiles, are valid, except for writs of divorce for women and documents of emancipation for slaves.
- D. And in accord with R. Meir, they are alike in a fourth as well, namely: **He who says, “Give this writ of divorce to my wife, and this writ of emancipation to my slave,” if he wanted to retract in either case, he may retract,” the words of R. Meir [M. 1:6A-H].**

**II.2** A. *Now there is no problem understanding why rabbis specify a number, since that serves to exclude the position of R. Meir. But why should R. Meir find it necessary to specify a number of points at which the two sorts of document are similar? [Does he mean to exclude a fifth possible point in common?]*

B. *He indeed wished to exclude a further item, in line with that which has been taught on Tannaite authority:* In the cases of witnesses who do not know how to sign their names, we make dents on a smooth paper, and they fill the dents with ink. Said Rabban Simeon b. Gamaliel, “Under what circumstances? That rule applies to writs of divorce for women, but as to writs of emancipation for slaves and all other documents, if they know how to read and to write, they sign the document, and if not, they do not sign.”

**II.3** A. *What has “reading” got to do with anything?*

B. *The passage is flawed and this is how it should read:* In the cases of witnesses who do not know how to read, they read the document for them and they sign. If they do not know how to sign their names, we make dents on a smooth paper, and they fill the dents with ink.

**II.4** A. *Are there no more points of resemblance than these three or four? Isn’t there this one:* **He who says, “Give this writ of divorce to my wife and this writ of emancipation to my slave,” and who then died – they [to whom he gave the charge] should not give over the documents after his death. [If he said,] “Give a maneh to Mr. So-**

and-so,” and then he died, let them give over the money after the man’s death [M. 1:6I-L]?

- B. *When the cited generalization was set forth as a Tannaite statement, it pertained to points that do not apply to documents overall, not with rules that pertain to documents in general.*
- C. *For Rabin said in the name of R. Abbahu: “You people should know that R. Eleazar has sent to the Exile in the name of Our Rabbi: ‘A dying man who said, “Write down and give a maneh to Mr. So-and-so ,”and then died – his words are not written down as a deed, and a gift is not handed over, since it is possible that he intended to make the gift only through the medium of the deed, and a document does not transfer title after the death of the author”’ [just as in the case of writs of divorce and emancipation (Simon)].*

- II.5**
- A. *[Are there no more points of resemblance than these three or four?] Isn’t there the requirement that the document be prepared specifically [for the divorce of that particular woman or the emancipation of that particular slave]?*
  - B. *Well, from the perspective of Rabbah, that poses no problem, since it is covered by the rule concerning bringing the document to and taking it from the Land of Israel [the declaration being required because people don’t know the rule about writing the document for that particular purpose and no other; so he of course finds this point covered under the other]. But to Raba that is a problem.*
  - C. *And furthermore, from the perspective of both Rabbah and Raba, there is, in addition, the law governing the preparation of a document only through the medium of what is not attached to the soil.*
  - D. *When that Tannaite formulation cited above was made up, it concerned only points of invalidation laid down by rabbis, but as to points of invalidation laid down by Scripture, there was no intent to cover those as well.*
  - E. *Well, what about the document that originates in gentile archives, which is a point of invalidation so far as the law of the Torah is concerned, and yet, that is included in the Tannaite reckoning?*
  - F. *What we take up there is the matter of witnesses concerning the delivery of the document, and the passage accords with the position of*

*R. Eleazar, who has said, "The testimony of witnesses to the delivery of the document serves to effect the divorce by making the writ effective."*

- G. *But since the concluding part of the same passage states, "R. Simeon says, 'These, too, [writs of divorce signed by gentiles] are valid,'" on which R. Zira said, "R. Simeon accords with the view of R. Eleazar, who has said, 'The testimony of witnesses to the delivery of the document serves to effect the divorce by making the writ effective,'" it must follow that the initial authority of the passage takes the view that that is not the case. [Simon: The witnesses to delivery make the writ effective, therefore a gentile signature would be a flaw.]*
- H. **[10A]** *At issue between them is a case in which the names of the witnesses are transparently gentile.*
- I. *Well, there is, in addition, the matter of retraction, which, even according to the law of the Torah, invalidates the writ of divorce, and yet it is included in the passage!*
- J. *Rather, the Tannaite formulation meant to encompass only points that do not pertain to betrothals, but not points that would pertain also to betrothals.*
- K. *But the matter of retraction itself pertains as much to betrothals.*
- L. *But our case concerns a matter of agency in which the entire transaction takes place without the consent of the recipient [the wife to be divorced], which obviously pertains only to matters of divorce but not to betrothal!*

### 1:5A-C

- A. **Any sort of writ on which there is a Samaritan witness is invalid,**
  - B. **except for writs of divorce for women and writs of emancipation for slaves.**
  - C. **There was this precedent: They brought before Rabban Gamaliel in Kepar Otenai the writ of divorce of a woman, and the witnesses thereon were Samaritan witnesses, and he did declare it valid.**
- I.1** A. *Who is the Tannaite authority behind the unassigned Mishnah paragraph before us? It cannot be either the initial authority or R. Eleazar or Rabban Simeon b. Gamaliel in the following, which has been taught on Tannaite authority:*

- B. **Unleavened bread prepared by Samaritans is permitted for use on Passover, and a person carries out the obligation for eating such unleavened bread on Passover by eating Samaritan unleavened bread. But R. Eleazar prohibits doing so, for they are by no means expert in the details of the laws of unleavened bread. Rabban Simeon b. Gamaliel says, “Any religious duty that the Samaritans preserved they observe with far great punctiliousness than Israelites” [T. Pes. 2:3].**
- C. *Now this cannot be the initial Tannaite authority, for from his perspective, even other documents should be valid if bearing a Samaritan witness’s signature; and it cannot be R. Eleazar, for from his perspective, even other documents should not be valid if bearing a Samaritan witness’s signature; and it cannot stand for the position of Rabban Simeon b. Gamaliel, for, from his perspective, if the Samaritans continued to hold fast to a given procedure, then even other documents attested by them should be valid, and if they didn’t, then even a writ of divorce for a woman should not be valid. And should you maintain that it is Rabban Simeon b. Gamaliel, and from his viewpoint, our Mishnah maintains that the Samaritans keep the regulations concerning writs of divorce and emancipation of slaves, but they don’t keep the rules on other documents, then in that case, why in the passage before us do we speak of only a single Samaritan witness? It should be valid even if there were two. And if that were the case, why would R. Eleazar maintain that a writ of divorce of the present classification has been validated only if there is a single Samaritan signature on it but not two?*
- D. *In point of fact, it is R. Eleazar, and at hand is a case in which an Israelite signed the document at the end [10B], for if it were not that the Samaritan were in the status of an associate [reliable in matters of details of the law], the Israelite would never have allowed him to sign his name prior to the Israelite’s own signature.*
- E. *But if so, how come other documents would not be equally valid?*
- F. *We maintain that he left space for someone senior to [= of greater authority than] himself.*
- G. *Well, then, here, too, we maintain that he left space for someone senior to himself.*
- H. Said R. Pappa, “That is to say, witnesses to a writ of divorce do not sign except in the presence of one another.”
- I. *How come?*

- J. Said R. Ashi, "It is a precautionary decree on account of the consideration of the rule, 'all of you.'" [If he said, "All of you write it," one of them writes it, and all of them sign it. Therefore if one of them died, lo, this is an invalid writ of divorce (M. 6:7H-I)].

- I.2** A. *Reverting to the body of the prior discussion:* Said R. Eleazar, "They validated a writ of divorce of the present classification only if there is a single Samaritan signature on it but not two."
- B. *So what does he tell us that we don't know? For we have learned in the Mishnah: Any sort of writ on which there is a Samaritan witness is invalid, except for writs of divorce for women and writs of emancipation for slaves!*
- C. *If I had to rely on our Mishnah paragraph, I might have supposed that the same rule applies even if there are two witnesses, in which case the writ would be valid, and the reason that the Tannaite formulation made reference to a single witness is on account of other documents, indicating that even such other documents with a single Samaritan signature is invalid. R. Eleazar's statement consequently was required.*
- D. *Well then, is it the fact that a document with two Samaritan signatures is invalid? Doesn't the Mishnah paragraph say in so many words: There was this precedent: They brought before Rabban Gamaliel in Kepar Otenai the writ of divorce of a woman, and the witnesses thereon were Samaritan witnesses, and he did declare it valid?*
- E. *Said Abbaye, "Repeat as the Tannaite formulation: Its witness was...."*
- F. *And Raba said, "In point of fact they really were two, and Rabban Gamaliel differs, and the passage is flawed, so this is the correct Tannaite formulation: And Rabban Gamaliel validates one bearing two witnesses. There was this precedent: They brought before Rabban Gamaliel in Kepar Otenai the writ of divorce of a woman, and the witnesses thereon were Samaritan witnesses, and he did declare it valid."*

### 1:5D-F

- D. All documents which are drawn up in gentile registries, even if their signatures are gentiles', are valid,

- E. except for writs of divorce for women and writs of emancipation for slaves.
- F. **R. Simeon says, “Also: These are valid. They have been mentioned [in this regard] only when they have been prepared by unauthorized people [and not authorized judges].”**

**I.1** A. *Does our Mishnah rule then state as a firm conclusion in a Tannaite formulation that there is no distinction made between a sale and a gift? Now there is no problem in understanding why there should be no such differentiation in the case of a sale, for, when the purchaser acquires what is sold, it is from the moment that he hands over the money in the presence of the gentile judges that title passes, and the document merely corroborates the sale, since, if he didn’t hand over the money in the presence of the court, they would not undertake to draw up a document of sale for him. But the rule with a gift surely should differ, since by what means does the recipient of the gift gain title? Isn’t it through this document? And, so far as we are concerned, this document is merely a piece of clay [since a document of a gentile court does not serve to transfer title, so far as Jewish courts are concerned]!*

B. *Said Samuel, “The actions of the state are valid [so far as Jewish courts are concerned].”*

C. *If you prefer, I shall say, replace the Mishnah’s language, **except for writs of divorce for women and writs of emancipation for slaves**, with the formulation, **except for documents that are classified as writs of divorce**.*

**II.1** A. **R. Simeon says, “Also: These are valid. They have been mentioned [in this regard] only when they have been prepared by unauthorized people [and not authorized judges]”:**

B. *But lo, the gentile witnesses are not qualified to serve as witnesses to the act of divorce itself!*

C. *Said R. Zira, “R. Simeon has penetrated to the foundations of the theory of R. Eleazar, who has said, ‘Witnesses to the handing over of the document are the ones who effect the act of divorce.’”*

D. *But didn’t R. Abba said, “R. Eleazar concurs that a document would be invalid if it itself contained clear evidence of a flaw”?*

E. *Here with what situation do we deal? [11A] It is one in which the names of the signatories are self-evidently those of gentiles [Simon: so there is no danger that their witnesses to the writ would create the wrong impression as to their competence].*



- F. R. Pappa said, “For instance, Hormiz or Abodina bar Shibtai or Bar Qidri or Bati, Naqim, or Una.”
- G. *But in the case of names that are not obviously gentiles’, what would be the rule? Is the document invalid? If so, instead of formulating the concluding passage in the language, **They have been mentioned [in this regard] only when they have been prepared by unauthorized people [and not authorized judges],** why not recast the matter and formulate the Tannaite statement by making the stated distinction in the following cogent manner: Under what circumstances? In a case in which the names of the witnesses are self-evidently gentile. But in a case in which they are not self-evidently gentile, that is not the case.*
- H. *But that is the very intent of the statement that he has made: Under what circumstances? In a case in which the names of the witnesses are self-evidently gentile. But in a case in which they are not self-evidently gentile, it is treated as one that has been drawn up by unlettered persons and is invalid.*
- I. *If you prefer, I shall say, the concluding clause pertains to writs that concern monetary transactions, and this is the sense of the passage: Documents pertaining to monetary transactions are mentioned as invalid only in a case in which they were prepared by unlettered persons.*

**II.2** A. *It has been taught on Tannaite authority:*

- B. Said R. Eleazar b. R. Yosé, “**This is what R. Simeon said to sages in Sidon, ‘R. Aqiba and sages did not differ concerning all documents that derive from gentile archives; even if the signatures are gentiles’, they are valid, encompassing even writs of divorce and of emancipation. Where there is a point of difference, it concerns writs that were drawn up by unauthorized persons.**
- C. “**For R. Aqiba declares them valid.**
- D. “**And sages declare them invalid, except for writs of divorce and documents of emancipation.**
- E. “**Rabban Simeon b. Gamaliel says, “Even these are valid in a place in which an Israelite does not sign such a document, but in a place in which an Israelite may sign such a document, that is not the rule”” [T. 1:4F-L].**

**II.3** A. *Well, why not make a decree to prevent such a rule in a place in which Israelites do not sign such a document on account of the fact that there are places in which Israelites do so?*

- B. *There can be confusion about names, but there can be no confusion about the rule that pertains in various places [which will be well known].*

**II.4** A. *Rabina considered validating a document that had been drawn up in a collectivity of Aramaeans. Said to him Rafram, “The language that we have learned in the Mishnah is only, registries.”*

**II.5** A. *Said Raba, “A document in Persian [Pahlavi] which has been handed over in the presence of Israelite witnesses – with such a document we order collection of a debt out of otherwise unencumbered assets.”*

B. *But lo, the Israelites don’t know how to read it.*

C. *It is a case where they can read it.*

D. *But lo, we require a document that cannot be erased and forged, and that condition has not been met.*

E. *It is a case in which the sheet has been [Simon:] dressed with gall-nut juice.*

F. *But lo, we require that the gist of the document be summarized in the final line [and the Persian documents are not formulated in accord with that rule], and that condition has not been met.*

G. *It is a document that does recapitulate the matter.*

H. *Well, then, under these admirable conditions, why not order collection of the debt even by the seizure of encumbered assets?*

I. *The contents of such a document are not broadly known [and people will not have realized that the defendant has disposed of assets that are subject to a lien of a perfectly valid document].*

**II.6** A. *R. Simeon b. Laqish raised this question to R. Yohanan, [11B] “If the witnesses’ names appended to a writ are like those of gentiles, what is the rule?”*

B. *He said to him, “Before our court have come only such names as Lukus and Lus, and in both instances we validated the writ. So this ruling pertains solely to such names as Lukus and Lus, which Israelites never use, but not to gentile names that Israelites also use.”*

- C. *He objected on the basis of the following: “Writs of divorce that come from overseas, with witnesses’ signatures on them, even though the names are gentiles’ names, are valid, because most Israelites overseas have names like gentile names [T. 6:4C-D].”*
- D. *In that case, the operative consideration is made quite articulate: because most Israelites overseas have names like gentile names.*
- E. *There are those who say that R. Simeon b. Laqish raised the question to R. Yohanan in accord with the Tannaite formulation just now given [Writs of divorce that come from overseas, with witnesses’ signatures on them, even though the names are gentiles’ names, are valid – what is the rule?], and he answered him by citing the second clause of that same passage [They are valid, because most Israelites overseas have names like gentile names].*

### 1:6A-H

- A. He who says, “Give this writ of divorce to my wife, and this writ of emancipation to my slave,”
- B. “If he wanted to retract in either case, he may retract,” the words of R. Meir.
- C. And sages say, “[That is the case] for writs of divorce for women but not for writs of emancipation for slaves.
- D. “For they act to the advantage of another person not in his presence, but they act to his disadvantage only in his presence.
- E. “For if he wanted not to support his slave, he has the right to make such a decision.
- F. “[But if he wanted] not to support his wife, he has not got the right [to make such a decision].”
- G. He [Meir] said to them, “But lo, he invalidates his slave from eating heave-offering, just as he invalidates his wife from eating heave-offering!”
- H. They said to him, “But that is because he is his chattel [so he has the right to do so to his slave but not to his wife] .”
- I.1** A. [He who says, “Give this writ of divorce to my wife, and this writ of emancipation to my slave,” “If he wanted to retract in either case, he may retract,” the words of R. Meir. And sages say, “[That is the case] for writs of divorce for women but not for writs of emancipation for slaves. For they act to the advantage of another person not in his presence, but they act to his disadvantage only in his presence. For if he wanted not to

**support his slave, he has the right to make such a decision. But if he wanted not to support his wife, he has no right to make such a decision”:]** *R. Huna and R. Isaac bar Joseph were in session before R. Jeremiah, and, in session, R. Jeremiah was dozing, and, in session, R. Huna stated, “That bears the implication that, from the perspective of rabbis [in our Mishnah paragraph], if a man has seized goods of a third party on behalf of a creditor of that third party, he acquires title to them [Simon: the creditor and owner cannot recover from him any more than he can withdraw the writ of emancipation from the agent].”*

- B. Said to him Isaac bar Joseph, “Even if he thereby acts to the disadvantage of other [creditors]?”
- C. He said to him, “Yup.”
- D. *In the interim, R. Jeremiah woke up. He said to them, “Amateurs! This is what R. Yohanan said, ‘He who seizes goods of a third party on behalf of a creditor of that third party, in a case in which thereby acts to the disadvantage of other [creditors], does not acquire title to them.’ And if you cite our Mishnah paragraph by way of opposition, in fact when someone uses the language, ‘give,’ it bears the meaning, ‘acquire in behalf of...’”*

**I.2** A. Said R. Hisda, “With the question concerning him who seizes goods of a third party on behalf of a creditor of that third party, in a case in which thereby acts to the disadvantage of other [creditors] – that brings us to the dispute between R. Eliezer and rabbis, *for we have learned in the Mishnah: One who picked [some produce designated as] peah and said, ‘Lo, this is for So-and-so, the poor man’ – R. Eliezer says, ‘He acquires [ownership on behalf of] the poor person.’ But sages say, ‘Let [the householder] give [the produce] to the first poor person to be found’ [M. Pe. 4:9].”*

- B. *Said Amemar and some say R. Pappa, [12A] “Maybe that’s not so. R. Eliezer takes the position that he does there only by reason of an argument based on the selection of a lesser alternative, for if the man had wanted, he could have declared his property ownerless and so enter into the status of a poor man himself and so have been worthy of keeping the poor person’s share, but since he has the power to acquire the property for himself, we maintain that he has the power to acquire property for someone else. But here, that would not be the case [there being no such more substantial alternative]. And there, rabbis may*

*take the position that they do only because it is written, ‘You shall not glean,’ meaning, ‘You shall not glean for the poor man’ (Lev. 23:22), but here, that consideration would not pertain.”*

- C. *And how does R. Eliezer deal with the verse, “You shall not glean for the poor man” (Lev. 23:22)?*
- D. *He requires it as an admonition to a poor man in regard to his own gleanings [these must be left for some other poor man].*

**II.1 A. “For if he wanted not to support his slave, he has the right to make such a decision. [But if he wanted] not to support his wife, he has no right [to make such a decision]”:**

- B. *What follows is that a master may say to his slave, “Work for me, but I won’t provide your food.”*
- C. *That really is not the case, for here, with what sort of a situation do we deal? It is one in which he said to him, “Keep what you earn in exchange for your support,” and along these same lines with respect to a woman, he makes the statement to her, “Keep your wages in exchange for your support.”*
- D. *Then why can’t he refuse to support the wife?*
- E. *It would be a case in which her wages aren’t enough.*
- F. *Well, in the case of a slave, it is possible that his wages wouldn’t suffice!*
- G. *So if a slave’s work doesn’t pay for the food he eats, then what use is he to his master or mistress?*
- H. *Come and take note: A slave who was sent into exile to a city of refuge [on the count of manslaughter] – his master is not obligated to provide him with food. And not only so, but his wages go to his master. What follows is that a master may say to his slave, “Work for me, but I won’t provide your food.”*
- I. *Here with what situation do we deal? It is one in which he said to him, “Keep what you earn in exchange for your support.”*
- J. *If so, on what basis are his wages assigned to his master?*
- K. *That is the case only for the excess [over and above his needs].*
- L. *If we refer only to the excess [over and above his needs], then the fact that the master keeps that part of his wages is pretty self-evident!*
- M. *What might you otherwise have imagined? Since the master doesn’t provide him with a thing if he does not earn wages, he also shouldn’t take anything from him when he does? So we are informed that that is not the case.*
- N. *Well, why does this rule pertain in particular to the slave in the city of refuge?*

- O. *It might have entered your mind that since the language is used, “That he may live,” with respect to the cities of refuge, he has to provide him with an abundant livelihood there. So we are informed that that is not the case.*
- P. *Well, since the concluding part of the same passage reads, But a woman who was sent into exile to a city of refuge [on the count of manslaughter] – her husband is obligated to provide her with food, it follows that it is a case in which he did not make the statement to her [“Keep your wages in exchange for your upkeep”], for, if he had made such a statement to her, why would he be subject to such an obligation? And since that is so in the second clause, the first clause surely follows suit, and the master has made no such statement to the slave!*
- Q. *In point of fact, the master did make such a statement to the slave, but the case of the woman involves a situation in which her wages do not suffice to support her.*
- R. *But since the concluding clause uses the language, “But if he said to her, exchange your wages for your support, he is permitted to do so,” it follows that in the prior clause, he made no such statement.*
- S. *This is the sense of the passage: But if her wages suffice to support her, and he said to her, “Keep your wages in place of your support,” he has the right to do so.*
- T. *So what’s the point?*
- U. *What might you otherwise have supposed? “The honor of the king’s daughter lies in her enjoying rights to privacy” (Psa. 45:14) – so we are informed that that is not the principal consideration [so she can go off and earn her own living].*

**II.2** A. *May we say that the dispute at hand follows the lines of the following Tannaite conflict:*

- B. Rabban Simeon b. Gamaliel says, “The slave may say to his master in a time of scarcity, ‘Either feed me or free me.’” And sages say, “The master has every right to do whatever he wants.”
- C. *Is this not what is at issue? One authority maintains that the master has the right [to say to his slave, “Work for me but I won’t support you”], and the other authority takes the view that he has not got any such right?*
- D. *But do you really think that that is what is at stake? Then why is the language used, Either feed me or free me? Rather, it should be, Either give me my maintenance or give me my wages! Furthermore, why make an exception for a time of scarcity? Rather, here with what*

*situation do we deal? It is one in which he said to him, "Let your wages go in exchange for your support," and in time of scarcity, that did not suffice. Rabban Simeon b. Gamaliel maintains that he may then say to him, "Either feed me or free me, so that people will see me and take pity on me," while rabbis take the view that someone who takes pity on free persons will also take pity on the condition of miserable slaves.*

- E. *Come and take note:* Said Rab, "He who sanctifies his slave's hands [to the upkeep of the Temple] – the slave may borrow money to get food, do work, and repay the loan. *What follows is that* a master may say to his slave, "Work for me, but I won't provide your food."
- F. *Here with what situation do we deal? It is one in which* the master supports the slave.
- G. *If so, then what's the point* [12B] *of saying,* the slave may borrow money to get food, do work, and repay the loan?
- H. *He borrows to pay for extras.*
- I. *But the Temple [authority] can say to him, "Up to now you managed without extras, so now, too, manage without extras!"*
- J. *The Temple itself prefers the slave to stay in good shape [to retain his market value].*
- K. *But if the slave works to pay the loan off from his earnings, how can that be the case, since each penny as he earns it becomes the property of the sanctuary?*
- L. *It is a case in which his earnings fall do, item by item, prior to adding up to a penny [so never reaching that sum that would fall into the domain of the sanctuary, for less than a penny is null].*
- M. *What Rab has stated [at E] also stands to reason,* for said Rab, "He who sanctifies his slave's hands [to the upkeep of the Temple] – that slave continues to work for his keep, *for if he doesn't work, who is going to take care of him?* Now, *if you maintain that the first statement pertains to a situation in which the master provides the slave's keep, so that, it must follow,* a master may not say to his slave, "Work for me, but I won't provide your food," *while the one at hand speaks of a situation in which he does not provide for him, then there is no problem. But if you maintain that the first statement speaks of a case in which the master does not provide for the slave's upkeep, in*



*which instance a master may say to his slave, "Work for me, but I won't provide your food," then what's the point of the second formulation's clause, for if he doesn't work, who is going to take care of him? It must therefore follow that as a matter of fact, a master may not say to his slave, "Work for me, but I won't provide your food."*

- N. *Come and take note:* Said R. Yohanan, "He who cut off the hand of someone else's slave has to pay the master for the loss of time and medical fees, and the slave for his part lives on by public charity." *What follows is that a master may say to his slave, "Work for me, but I won't provide your food."*
- O. *Here with what situation do we deal? It is one in which the master supports the slave.*
- P. *If so, then what's the point of saying, and the slave for his part is supported by public charity?*
- Q. *That refers to the extras.*
- R. *If so, then the language that is used should be not, lives on, but rather, is supported by.... So, it must follow, a master may say to his slave, "Work for me, but I won't provide your food."*
- S. *Yes, it must follow.*

- II.3** A. The master has said: "...has to pay the master for the loss of time and medical fees, and the slave for his part lives on by public charity":
- B. *It is perfectly obvious that he has to make good the loss of time!*
- C. *That is included because it was necessary to make reference to the matter of medical fees.*
- D. *But the compensation for the medical fees surely belongs to the slave himself, for he has to be healed!*
- E. *The rule is required to cover a case in which the physicians estimated that the cure would require five days of treatment, and because of a more painful remedy, the slave was cured in three days. You might suppose that, in such a case, the slave gets the whole amount estimated at the outset on account of the extra pain; but we are informed that that is not the fact.*

**II.4** A. *It has been taught on Tannaite authority:*



- B. Said R. Eleazar, “We said to Meir, ‘But isn’t it an advantage to the slave to go free from the authority of his master?’
- C. “He said to us, ‘It is a disadvantage to him, since, if his master was a priest, he invalidates his right to eat priestly rations.’
- D. “We said to him, ‘But isn’t it the fact that if the master wants not to feed him and not to support him, he has that right?’
- E. “He said to us, ‘But what about the slave of a priest who ran away, or the wife of a priest who rebelled against her husband – don’t they still have the right to eat priestly rations, but this one can’t. But for a woman it is a disadvantage for her, since he has invalidated her right to eat priestly rations and cost her her right to support in any event’” [T. Git. 1:5A-G].

**II.5** A. *What was the point of what they said to him, and what was the point of his answer to them?*

- B. *This is the sense of what he said to them: “Well, you have provided a good refutation with respect to maintenance [the slave does not lose his maintenance if he is freed, since he may not have had that when he was a slave (Simon)], but what have you got to say about priestly rations [the right to eat of which he loses]? And if you should say, ‘If he wanted to, he can throw the slave a writ of emancipation and disqualify him [so sending it through an agent is no disadvantage],’ I can reply, ‘The slave can stop that by running away [and so can retain his right to eat priestly rations, never having been formally emancipated].’” [13A] So if the slave of a priest who ran away, or the wife of a priest who rebelled against her husband, can still eat food in the status of priestly rations, while this one who is freed can’t, [isn’t it a disadvantage to him to be freed]?*
- C. *So that was a pretty good answer, wasn’t it?*
- D. *Said Raba, “This is what they answered to him in the version of our Mishnah paragraph: **But that is because he is his chattel [so he has the right to do so to his slave but not to his wife].** For if the master wants, he can take four zuz from a person of Israelite cast and so invalidate him from eating priestly rations wherever he may be located.*
- E. *Well, anyhow, R. Meir has made his case for the slave of a priest, but as to the slave of an Israelite, what is there to be said?*

- F. Said R. Samuel bar R. Isaac, "It is because he denies him the right to marry a gentile slave woman."
- G. To the contrary! He confers the right to marry a free woman.
- H. *He would prefer a woman who is lascivious; she is cheap to him, she is always available to him, she is shameless with him.*

### 1:6I-L

- I. He who says, "Give this writ of divorce to my wife and this writ of emancipation to my slave," and who then died –
  - J. they [to whom he gave the charge] should not give over the documents after his death.
  - K. [If he said], "Give a maneh to Mr. So-and-so," and then he died,
  - L. let them give over the money after the man's death.
- I.1** A. [If he said, "Give a maneh to Mr. So-and-so," and then he died, let them give over the money after the man's death:] Said R. Isaac bar Samuel bar Marta in the name of Rab, "But that is the rule only if the money was set aside in a particular location" [and so designated for that purpose].
- B. *Should I say that it is a healthy man? Then what difference does it make if the money was set aside in a particular location? Lo, the other has not effected a transfer of title by drawing [a symbolic object to himself]. Rather, it must deal with a dying man, in which case, why specify that the money must be located in a designated place? Even if not, the same rule applies, for we have it as an established fact that a mere verbal statement of a dying man is tantamount to a statement that is written down and handed on as a deed!*
  - C. *Said R. Zebid, "In point of fact we deal with a healthy man. But the situation accords with what R. Huna said, for said R. Huna said Rab, "[He who said] in the presence of the third party mentioned, 'You have a maneh of mine in your possession, give it to Mr. So-and-so' – the third party has acquired title to the money."*
  - D. *R. Pappa said, "In point of fact we deal with a dying man, and the case accords with another statement that Rab said, for said Rab, 'A dying man who said, "Give a maneh to Mr. So-and-so out of my property" – if he said, "this maneh," they give it to him; but if he said "maneh" without further explanation, they do not give it to him. We*

*take account of the possibility that he was referring to some maneh that was buried somewhere.’”*

E. *The decided law is that we do not take account of the possibility of a maneh that was buried somewhere.”*

F. **[13B]** *How come R. Pappa didn't rule as did R. Zebid?*

G. *R. Pappa takes the view that when Rab made that statement, he did not differentiate between a loan [Simon: though it cannot be regarded as being in the possession of the creditor, since the debtor is entitled to send it; consequently, where a transfer is made in the presence of the third party, there would be no need for the money in question to be specially set aside] and a bailment.*

H. *How come R. Zebid didn't rule as did R. Pappa?*

I. *Because it is hardly possible to impose upon the Mishnah the construction that it addresses the case of a dying man. How come? Because the language that is used is, **He who says, "Give this writ of divorce to my wife and this writ of emancipation to my slave," and who then died – they [to whom he gave the charge] should not give over the documents after his death.** Now the operative consideration here is that he died; but had he lived, they would have been given. And how come we say that if he lived, they would have to be handed over? He used the language, "Give," [not write]. If he hadn't said, "Give," they would not have to be given. But if it were a dying man, even if he didn't use the language, "Give," the document should be given over, as we have learned in the Mishnah: **At first they would rule: He who goes forth in fetters and stated, "Write a writ of divorce for my wife" – lo, they are to write and deliver [the writ of divorce to his wife]. They reverted to rule: [That is the rule] even in the case of one who went out on a voyage or set forth with a caravan. R. Simeon Shezuri says, "Even in the case of one who is on the point of death" [M. Tebul Yom 4:5C-E].***

J. *Objected R. Ashi, "And who is going to tell us that our Mishnah paragraph [stated without attribution] accords with the position of R. Simeon Shezuri! Perhaps it accords with the position of rabbis!"*

**I.2** A. *Reverting to the body of the foregoing: Said R. Huna said Rab, "[He who said] in the presence of the third party mentioned, 'You have a maneh of mine in your possession, give*

it to Mr. So-and-so' – the third party has acquired title to the money."

- B. *Said Raba, "It stands to reason that the statement of Rab refers to a bailment but not to a loan. But by God, Rab explicitly said that it applies even to a loan."*
- C. *It has also been stated:*
- D. *Said Samuel in the name of Levi, "[He who says] in the presence of the third party, 'You have a loan from me in your possession. Give it over to Mr. So-and-so' – the third party has acquired title to the funds."*
- E. *How come?*
- F. *Said Amemar, "The case is treated as one in which the borrower at the time he borrowed the money said, 'I am obligated to pay it either to the lender or to anyone who comes in his behalf.'"*
- G. *Said R. Ashi to Amemar, "But what about this case, in accord with your ruling, if the lender assigned the debt to children not yet born when the loan was made, they would not acquire possession [there being no pledge by the borrower to have repaid them]. For even according to R. Meir, who maintains that one may transfer title to what is not yet in existence, that ruling refers to something that does exist, not to something that doesn't yet exist."*
- H. *Rather, said R. Ashi, [14A] "For that benefit that the borrower gets out of the difference in the time of required repayment between the old debt and the new one, he will be perfectly happy to make a pledge to the new creditor [even if he wasn't born at the time of the loan (Simon)]."*
- I. *Said Huna Mar b. R. Nehemiah to R. Ashi, "Well, what about people like those of the household of Bar Eliashib, who force debtors to pay right away? Don't they acquire title in such a case [if they get their hands on the debt owed to the third party]? And if you agree*

*that they don't, then you are ruling inconsistently in different cases!"*

- J. *Rather, said Mar Zutra, "There are three matters which rabbis have set forth as law without a specification of a governing criterion for all cases. This is one. Another is what R. Judah said Samuel said, 'He who writes over all his property to his wife has made her a mere guardian.' And the third is what R. Hanania said, 'He who marries off his adult son in a house built for the purpose of the celebration – the son has acquired title to that house.'"*

**I.3** A. *Said Rab to R. Aha Bar Dela, "A qab of saffron of mine is in your hands; give it to Mr. So-and-so, and I am giving you these instructions in his presence, to show that I don't plan to change my mind."*

- B. *Does it follow that, if he had wanted to change his mind, he could have done so?*
- C. *This is the sense of his statement: Matters of this kind are not subject to retraction.*
- D. *Well, as a matter of fact, Rab made that statement already, for said R. Huna said Rab, "[He who said] in the presence of the third party mentioned, 'You have a maneh of mine in your possession, give it to Mr. So-and-so' – the third party has acquired title to the money."*
- E. *Had I had only that statement in hand, I might have supposed that that is the case with respect to a considerable gift, but as to a small one, it is not necessary that the statement be made in the presence of the third party. So we are informed that that conception is false.*

**I.4** A. *There were some truck gardeners, in partnership, who made a reckoning with one another. It turned out that one had five silver coins [each worth a half-zuz] too much. In the*

*presence of the land owner, they said to him, "Give it to the land owner," and he acquired title to the money from him. But later on, he made a reckoning for himself, and it turned out that he had nothing over what he should have gotten. He came before R. Nahman, who said to him, "What shall I do for you? First of all, there is what R. Huna said Rab said. Furthermore, lo, they have made acquisition from you."*

- B. *Said to him Raba, "But does this fellow say, 'I'm not willing to pay'? What he is saying is, 'I don't owe the money.'"*
- C. *He said to him, "If so, it is a transfer of title done in error, and any transfer of title done in error reverts [to the original state of affairs]."*

**I.5** A. *It has been stated:*

- B. *"Take this maneh, which I owe him, to Mr. So-and-so" –*
- C. *Said Rab, "The sender remains responsible for what happens to the money, but if he comes to retract, he cannot retract."*
- D. *And Samuel says, "Since he remains responsible for the money until it is handed over, if he wishes to retract, he most certainly can retract."*
- E. *May we say that what is at issue is this: One authority holds that the use of the language, "take...", is equivalent to saying, "acquire title," and the other authority maintains that the use of the language, "take...", is not equivalent to saying, "acquire title."*
- F. *Not at all! All parties concur that the use of the language, "take...", is equivalent to saying, "acquire title," and here with what sort of case do we deal? One authority maintains that we make one ruling because of the other [he is still responsible for the money], and the other maintains that we do not do so.*
- G. *It has been taught on Tannaite authority in a way consistent with the position of Rab:*
- H. **"Take this maneh [a hundred zuz] to Mr. So-and-so, which I owe him," "Give this maneh to Mr. So-and-so, which I owe him," "Take this maneh to Mr. So-and so, which he**

has left to me as a bailment,” “Give Mr. So-and-so the maneh that he has given me in bailment” – he remains liable for what happens to the men. But if he came to retract, he may not retract [T. Git. 1:6A-C].

I. *Now why can't he say to him that he doesn't want his bailment in the possession of any third party?*

J. Said R. Zira, “The man under discussion is known to be a denier [so the recipient is glad to have the money transferred to a third party].”

**I.6** A. *R. Sheshet had debts to be collected in Mahoza, on account of some cloaks that he had sold to people there. He said to R. Joseph bar Hama, “When you come back from there, would you bring the money with you?”*

B. *He went. They gave it to him. They said to him, “Effect transfer of title” [so that you are responsible for the funds from this point forward, and we are not].*

C. *He said to him, “O.K.” But in the end he absconded without doing so.*

D. *When he got back, he said to him, “You did all right in not putting yourself into the category of ‘a borrower is the slave of the lender’ (Pro. 22: 7).”*

E. *Another version: “You did all right, [for] ‘a borrower is the slave of the lender’ (Pro. 22: 7).”*

**I.7** A. *R. Ahi b. R. Josiah had a silver cup in Nehardea. [14B] He said to R. Dosetai b. R. Yannai and to R. Yosé bar Kippar, “When you come back from there, would you bring it with you?”*

B. *Then went and got it. They said to them, “Effect transfer of title” [so that you are responsible for the cup from this point forward, and we are not].*

C. *They said to them, “No.”*

D. *“Then give it back to us.”*

- E. *R. Dosetai b. R. Yannai said to them, "Yes," but R. Yosé b. Kippar said to them, "No."*
- F. *They were abusing him. He said to him, "Look, sir, what they are doing!"*
- G. *He said to him, "Hit him again, hit him again, harder, harder."*
- H. *So when they got back to him, he said to him, "Look, sir, it wasn't enough that he didn't help us, but he even said to them, 'Hit him again, hit him again, harder, harder!'"*
- I. *He said to him, "Why did you do this?"*
- J. He said to him, "Those men are a cubit high, and their hats are a cubit high, and they took from their bellies [in deep voices], and they have outlandish names, like Arda and Artā and Pili-Barish [Pahlavi: Arda/Artā = Sadoq, that is, Justified; Pili-Barish = Elephant-Rider]. If they give orders, 'Tie him up,' they tie him up. If they give orders, 'Kill him,' they kill him. So if they had killed Dosetai, who is going to give Yannai, my father, a son like me?"
- K. He said to him, "Are these men close to the government?"
- L. He said to him, "Yes. They have horses and mules in their retinue."
- M. *He said to him, "If so, what you did was perfectly within your rights."*

- I.8** A. [If someone said to someone else,] "Take this maneh to Mr. So-and-so," and he went and looked for him but couldn't find him [alive] –
- B. *One Tannaite statement:* The money is returned to the one who sent it.
- C. *Another Tannaite statement:* He must hand it over to the heirs of the one to whom the money was sent.
- D. *May we say that this is what is at issue between the two decisions: One authority holds that the use of the language, "take...", is equivalent to saying, "acquire title," and the other authority maintains that the use of the language, "take...", is not equivalent to saying, "acquire title"?*



- E. *Said R. Abba bar Mamel, "All parties concur that the use of the language, 'take...', is not equivalent to saying, 'acquire title.' But there is no conflict between the two formulations. One speaks of the case of a healthy person, the other of a gift in contemplation of death."*
- F. *R. Zebid said, "Both refer to a gift in contemplation of death. The one speaks of a case in which the recipient is alive at the moment at which the money is handed over to the agent, the other, a case in which he was not alive at the time the money was handed over to the agent."*
- G. *R. Pappa said, "Both rulings pertain to the case of a healthy man. The one speaks of a case in which the recipient died while the sender was alive, the other, a case in which the sender died while the recipient was alive."*

**I.9** A. *May we say that the issue of whether or not the use of the language, "take...", is equivalent to saying, "acquire title," represents a conflict among Tannaite rulings? For it has been taught on Tannaite authority:*

- B. "Bring this maneh to Mr. So-and-so," and the bearer went and looked for him but didn't find him [alive] –
- C. the money is to go back to the one who sent it.
- D. If the one who sent it should die –
- E. R. Nathan and R. Jacob said, "The money is to go back to the heirs of the one who sent it."
- F. And some say, "To the heirs of the one to whom the money was sent."
- G. R. Judah the Patriarch said in the name of R. Jacob what he said in the name of R. Meir, "It is a religious duty to carry out the instructions of the deceased."
- H. Sages say, "The money is divided."
- I. And here they have said, "The agent should do whatever he wants."
- J. Said R. Simeon the Patriarch, "In my jurisdiction a case of this kind came, and they said, 'Let the money be returned to the heirs of the man who sent it.'"

- K. *Is this not what is at issue, that the first Tannaite authority takes the position that the use of the language, “take...,” is not equivalent to saying, “acquire title,” and R. Nathan and R. Jacob also maintain that the use of the language, “take...,” is not equivalent to saying, “acquire title,” and even though the man has died, we do not invoke the conception, “It is a religious duty to carry out the instructions of the deceased.” The position of “some say” is that the use of the language, “take...,” is not equivalent to saying, “acquire title.” R. Judah the Patriarch said in the name of R. Jacob who spoke in the name of R. Meir, “The use of the language, ‘take...,’ is not equivalent to saying, ‘acquire title,’ nonetheless, in a case in which the sender died, we do invoke the principle, ‘It is a religious duty to carry out the instructions of the deceased.’” Sages say, “The money is divided” – they are subject to doubt on which rule governs. And here they have said, [“The agent should do whatever he wants” –] it is up to him to use his own discretion. And as to R. Simeon the Patriarch [“In my jurisdiction a case of this kind came, and they said, ‘Let the money be returned to the heirs of the man who sent it’”] – he just wanted to supply a pertinent precedent.*
- L. *Not at all! In the case of a healthy person all parties concur. But here with what situation do we deal? With instructions in contemplation of death, and they dispute the matter that is subject to debate between R. Eliezer and rabbis, as we have learned in the Mishnah: **He who verbally divides his property [“by word of mouth”] – R. Eliezer says, “All the same are a healthy man and a man whose life is endangered – property for which there is security is acquired through money, a document, and usucaption. And that for which there is no security is acquired only through being drawn [into the possession of the one who acquires it].”** Sages say, “Transfer of title in both instances is effected by merely oral instructions.” They said to him, “There was the case of the mother of the sons of Rokhel who was sick and said, ‘Give my veil to my daughter,’ and it was worth twelve manehs. And she died, and they carried out her*

statement.” He said to them, “As to the sons of Rokhel, may their mother bury them.” And sages say, “If [he gave verbal instructions] on the Sabbath, his statement is confirmed, because he is not able to write down [his will]. But not [if it took place] on a weekday” [M. B.B. 9:7A-I].

*Now the first Tannaite authority accords with R. Eliezer. R. Nathan and R. Jacob likewise accord with R. Eliezer; even though the sender has died, we do not invoke the principle, “It is a religious duty to carry out the instructions of the deceased.” The position of “some say” accords with the view of rabbis. R. Judah the Patriarch said in the name of R. Jacob who spoke in the name of R. Meir, “He agrees with R. Eliezer; nonetheless, in a case in which the sender died, we do invoke the principle, ‘It is a religious duty to carry out the instructions of the deceased.’” Sages say, “The money is divided” – they are subject to doubt on which rule governs. And here they have said, [“The agent should do whatever he wants” –] it is up to him to use his own discretion. And as to R. Simeon the Patriarch [“In my jurisdiction a case of this kind came, and they said, ‘Let the money be returned to the heirs of the man who sent it’”] – he just wanted to supply a pertinent precedent.*

- I.10** A. *The question was raised: Was R. Simeon the Patriarch actually patriarch or did he make his statement in the name of the patriarch?*
- B. *Come and take note of what R. Joseph said, “The decided law is in accord with R. Simeon the Patriarch.”*
- C. *Still, it is a question for you: Was R. Simeon the Patriarch actually patriarch or did he make his statement in the name of the patriarch?*
- D. *That question stands.*

- I.11** A. *Reverting to the body of the foregoing: R. Joseph said, “The decided law is in accord with Simeon the Patriarch.”*
- B. *But lo, it is an established fact for us that a mere verbal statement of a dying man is*

tantamount to a statement that is written down and handed on as a deed!

- C. *R. Joseph assigned the case to a situation involving a healthy man.*
- D. *Yeah, well, the exact language contradicts that view, since it states: Let the money be returned to the heirs of the man who sent it, and it is an established fact for us, "It is a religious duty to carry out the instructions of the deceased."*
- E. *Repeat the formulation in this way: The money is to go back to the one who sent it.*