

## X.

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# THE STRUCTURE OF BABYLONIAN TALMUD GITTIN

Whether or not the Talmud of Babylonia is carefully organized in large-scale, recurrent structures and guided by a program that we may call systematic forms the principal question addressed by an academic commentary. The preceding chapters therefore have pointed toward the presentation set forth here.

By “structure” I mean, a clearly-articulated pattern that governs the location of fully-spelled out statements. By “system,” I mean, a well-crafted and coherent set of ideas that explain the social order of the community addressed by the writers of a document, a social philosophy, a theory of the way of life, world view, and character of the social entity formed by a given social group. I see a collective, anonymous, and political document, such as the one before us, as a statement to, and about, the way in which people should organize their lives and govern their actions. At issue then in any document such as the remarkable one before us is simple: does this piece of writing present information or a program, facts to whom it may concern, or a philosophically and aesthetically cogent statement about how things should be?

The connection between structure and system is plain to see. From the way in which people consistently frame their thoughts, we move to the world that, in saying things one way rather than in some other, they wish to imagine the world in which they wish to live, to which they address these thoughts. For if the document exhibits structure and sets forth a system, then it is accessible to questions of rationality. We may ask about the statement that its framers or compilers wished to make by putting the document together as they did. But if we discern no structure and perceive no systematic inquiry or governing points of analysis, then all we find here is inert and miscellaneous information, facts but no propositions, arguments, viewpoints.

Now the Talmud commonly finds itself represented as lacking organization and exhibiting a certain episodic and notional character. That view moreover characterizes the reading and representation of the document by learned and experienced scholars, who have devoted their entire lives to Talmud study and exegesis. It must follow that upon the advocate of the contrary view — the one implicit in the representation of the document for academic analysis — rests the burden of proof. I set forth the allegation that the Talmud exhibits a structure and follows a system and therefore exhibits a commonly-intelligible rationality. The claim to write an academic commentary explicitly states that proposition. For the tractate before us, I have therefore to adduce evidence and argument.

I maintain that through the normal procedures of reasoned analysis we may discern in the tractate a well-crafted structure. I hold that the structure made manifest, we may further identify the purpose and perspective, the governing system of thought and argument, of those who collected and arranged the tractate’s composites and put them together in the

way in which we now have them. By “structure” I mean, how is a document organized? and by “system,” what do the compilers of the document propose to accomplish in producing this complete, organized piece of writing? The answers to both questions derive from a simple outline of the tractate as a whole, underscoring the types of compositions and composites of which it is comprised. Such an outline tells us what is principal and what subordinate, and how each unit — composition formed into composites, composites formed into a complete statement — holds together and also fits with other units, fore and aft. The purpose of the outline then is to identify the character of each component of the whole, and to specify its purpose or statement. The former information permits us to describe the document’s structure, the latter, its system.

While the idea of simply outlining a Talmud-tractate beginning to end may seem obvious, I have never made such an outline before, nor has anyone else.\* Yet, as we shall now see, the character of the outline dictates all further analytical initiatives. Specifically, when we follow the layout of the whole, we readily see the principles of organization that govern. These same guidelines on organizing discourse point also to the character of what is organized: complete units of thought, with a beginning, middle, and end, often made up of smaller, equally complete units of thought. The former we know as composites, the latter as compositions.

\*I have provided complete outlines for the Mishnah and for the Tosefta in relationship to the Mishnah, and, not always in outline form, for the Midrash-compilations of late antiquity as well.

Identifying and classifying the components of the tractate — the composites, the compositions of which they are made up — we see clearly how the document coheres: the plan and program worked out from beginning to end. When we define that plan and program, we identify the facts of a pattern that permit us to say in a specific and concrete way precisely what the compilers of the tractate intended to accomplish. The structure realizes the system, the program of analysis and thought that takes the form of the presentation we have before us. From what people do, meaning, the way in which they formulate their ideas and organized them into cogent statements, we discern what they proposed to do, meaning, the intellectual goals that they set for themselves.

These goals — the received document they wished to examine, the questions that they brought to that document — realized in the layout and construction of their writing, dictate the points of uniformity and persistence that throughout come to the surface. How people lay out their ideas guides us into what they wished to find out and set forth in their writing, and that constitutes the system that defined the work they set out to accomplish. We move from how people speak to the system that the mode of discourse means to express, in the theory that modes of speech or writing convey modes of thought and inquiry.

We move from the act of thought and its written result backward to the theory of thinking, which is, by definition, an act of social consequence. We therefore turn to the matter of intention that provokes reflection and produces a system of inquiry. That statement does not mean to imply I begin with the premise of order, which sustains the thesis of a prior system that defines the order. To the contrary, the possibility of forming a coherent outline out of the data we have examined defines the first test of whether or not the document exhibits a structure and realizes a system. So everything depends upon the possibility of outlining the writing, from which all else flows. If we can see the order and

demonstrate that the allegation of order rests on ample evidence, then we may proceed to describe the structure that gives expression to the order, and the system that the structure sustains.

The present work undertakes the exegesis of exegesis, for the Talmud of Babylonia, like its counterpart in the Land of Israel, is laid out as a commentary to the Mishnah. That obvious fact defined the character of my academic commentary, since we have already faced the reality that our Bavli-tractate is something other than a commentary, though it surely encompasses one. The problems that captured my attention derived from the deeper question of how people make connections and draw conclusions. To ask about how people make connections means that we identify a problem — otherwise we should not have to ask — and what precipitated the problem here has been how a composition or a composite fits into its context, when the context is defined by the tasks of Mishnah-commentary, and the composition or composite clearly does not comment on the Mishnah-passage that is subjected to comment.

The experience of analyzing the document with the question of cogency and coherence in mind therefore yields a simple recognition. Viewed whole, the tractate contains no gibberish but only completed units of thought, sentences formed into intelligible thought and self-contained in that we require no further information to understand those sentences, beginning to end. The tractate organizes these statements as commentary to the Mishnah. But large tracts of the writing do not comment on the Mishnah in the way in which other, still larger tracts do. Then how the former fit together with the latter frames the single most urgent question of structure and system that I can identify.

Since we have already examined enormous composites that find their cogency in an other than exegetical program, alongside composites that hold together by appeal to a common, prior, coherent statement — the Mishnah-sentences at hand — what justifies my insistence that an outline of the document, resting on the premise that we deal with a Mishnah-commentary, govern all further description? To begin with, the very possibility of outlining Babylonian Talmud tractate Gittin derives from the simple fact that the framers have given to their document the form of a commentary to the Mishnah. It is in the structure of the Mishnah-tractate that they locate everything together that they wished to compile. We know that is the fact because the Mishnah-tractate defines the order of topics and the sequence of problems.

Relationships to the Mishnah are readily discerned; a paragraph stands at the head of a unit of thought; even without the full citation of the paragraph, we should find our way back to the Mishnah because at the head of numerous compositions, laid out in sequence one to the next, clauses of the Mishnah-paragraph are cited in so many words or alluded to in an unmistakable way. So without printing the entire Mishnah-paragraph at the head, we should know that the received code formed the fundamental structure because so many compositions cite and gloss sentences of the Mishnah-paragraph and are set forth in sequence dictated by the order of sentences of said Mishnah-paragraph. Internal evidence alone suffices, then, to demonstrate that the structure of the tractate rests upon the Mishnah-tractate cited and discussed here. Not only so, but the sentences of the Mishnah-paragraphs of our tractate are discussed in no other place in the entire Talmud of Babylonia in the sequence and systematic exegetical framework in which they are set forth here; elsewhere we may find bits or pieces, but only here, the entirety of the tractate.

That statement requires one qualification, and that further leads us to the analytical task of our outline. While the entire Mishnah-tractate of Gittin is cited in the Talmud, the framers of the Talmud by no means find themselves required to say something about every word, every sentence, every paragraph. On the contrary, they discuss only what they choose to discuss, and glide without comment by large stretches of the tractate. A process of selectivity, which requires description and analysis, has told the compilers of the Talmud's composites and the authors of its compositions\* what demands attention, and what does not. Our outline has therefore to signal not only what passage of the Mishnah-tractate is discussed, but also what is not discussed, and we require a general theory to explain the principles of selection ("making connections, drawing conclusions" meaning, to begin with, making selections). For that purpose, in the outline, I reproduce the entirety of a Mishnah-paragraph that stands at the head of a Talmudic composite, and I underscore those sentences that are addressed, so highlighting also those that are not.

This statement requires refinement. I do not know that all available compositions have been reproduced, and that the work of authors of compositions of Mishnah-exegesis intended for a talmud is fully exposed in the document as we have it. That is not only something we cannot demonstrate — we do not have compositions that were not used, only the ones that were — but something that we must regard as unlikely on the face of matters. All we may say is positive: the character of the compositions that address Mishnah-exegesis tells us about the concerns of the writers of those compositions, but we cannot claim to outline all of their concerns, on the one side, or to explain why they chose not to work on other Mishnah-sentences besides the ones treated here. But as to the program of the compositors, that is another matter: from the choices that they made (out of a corpus we cannot begin to imagine or invent for ourselves) we may describe with great accuracy the kinds of materials they wished to include and the shape and structure they set forth out of those materials. We know what they did, and that permits us to investigate why they did what they did. What we cannot know is what they did not do, or why they chose not to do what they did not do. People familiar with the character of speculation and criticism in Talmudic studies will understand why I have to spell out these rather commonplace observations. I lay out an argument based on evidence, not on the silences of evidence, or on the absence of evidence — that alone.

It follows that the same evidence that justifies identifying the Mishnah-tractate as the structure (therefore also the foundation of the system) of the Talmud-tractate before us also presents puzzles for considerable reflection. The exegesis of Mishnah-exegesis is only one of these. Another concerns the purpose of introducing into the document enormous compositions and composites that clearly hold together around a shared topic or proposition, e.g., my appendix on one theme or another, my elaborate footnote providing information that is not required but merely useful, and the like. My earlier characterization of composites as appendices and footnotes signalled the fact that the framers of the document chose a not-entirely satisfactory way of setting out the materials they wished to include here, for large components of the tractate do not contribute to Mishnah-exegesis in any way at all. If these intrusions of other-than-exegetical compositions were proportionately modest, or of topical composites negligible in size, we might dismiss them as appendages, not structural components that bear much of the weight of the edifice as a whole. Indeed, the language that I chose for identifying and defining these composites — footnotes, appendices, and the like — bore the implication that what is not Mishnah-commentary also is extrinsic to the Talmud's structure and system.

But that language served only for the occasion. In fact, the outline before us will show that the compositions are large and ambitious, the composites formidable and defining.

Any description of the tractate's structure that dismisses as mere accretions or intrusions so large a proportion of the whole misleads. Any notion that "footnotes" and "appendices" impede exposition and disrupt thought, contribute extraneous information or form tacked-on appendages — any such notion begs the question: then why fill up so much space with such purposeless information? The right way is to ask whether the document's topical composites play a role in the re-presentation of the Mishnah-tractate by the compilers of the Talmud. We have therefore to test two hypotheses:

1. the topical composites ("appendices," "footnotes") do belong and serve the compilers' purpose,

or

2. the topical composites do not participate in the re-presentation of the Mishnah-tractate by the Talmud and do not belong because they add nothing and change nothing.

The two hypotheses may be tested against the evidence framed in response to a single question: is this topical composite necessary? The answer to that question lies in our asking, what happens to the reading of the Mishnah-tractate in light of the topical composites that would not happen were we to read the same tractate without them? The outline that follows systematically raises that question, with results specified in due course. It suffices here to state the simple result of our reading of the tractate, start to finish: the question of structure, therefore also that of system, rests upon the position we identify for that massive component of the tractate that comprises not Mishnah-commentary but free-standing compositions and composites of compositions formed for a purpose other than Mishnah-commentary.

The principal rubrics are given in small caps. The outline takes as its principal rubrics two large-scale organizing principles.

The first is the divisions of the Mishnah-tractate to which the Talmud-tractate serves as a commentary. That simple fact validates the claim that the tractate exhibits a fully-articulated structure. But the outline must also underscore that the Mishnah-tractate provides both more and less than the paramount outline of the Talmud-tractate. It is more because sentences in the Mishnah-tractate are not analyzed at all. These untreated Mishnah-sentences are given in bold face lower case caps, like the rest of the Mishnah, but then are specified by underlining and enclosure in square brackets.

Second, it is less because the structure of the tractate accommodates large composites that address topics not defined by the Mishnah-tractate. That brings us to the second of the two large-scale modes of holding together both sustained analytical exercises and also large sets of compositions formed into cogent composites. These are treated also as major units and are indicated by Roman numerals, alongside the Mishnah-paragraphs themselves; they are also signified in small caps. But the principal rubrics that do not focus on Mishnah-commentary but on free-standing topics or propositions or problems are not given in boldface type. Consequently, for the purposes of a coherent outline we have to identify as autonomous entries in our outline those important composites that treat themes or topics not contributed by the Mishnah-tractate.

## **I. Mishnah-Tractate Gittin 1:1, 1:2, 1:3A-B**

**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.” 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.” 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.” 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.” RABBAN SIMEON B. GAMALIEL SAYS, “EVEN IF HE BRINGS ONE FROM ONE JURISDICTION TO ANOTHER IN THE SAME TOWN.”**

**1. I:1:** confirmed by its signatures. What is the operative consideration here? Said Rabbah, “Because Israelites overseas are inexpert in the requirement that the writ be prepared for the particular person for whom it is intended.” 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.”

**a. I:2:** 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. I:3:** 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!

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

**II. I:5:** 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 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).

c. I:6: 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”: 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.” 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. I:7: 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.

**d. I:8:** 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”: 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, 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.

**e. I:9:** 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.” 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!

**f. I:10:** 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”: And said R. Isaac, “There was a town in the Land of Israel called Assasiot, 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.” Now to Raba that poses no problems, but to Rabbah it presents a question

**g.** 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? 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!



**h. I:12:** 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?” 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?” That poses no problem to Raba, but it is a problem for Rabbah!

**i. I:13:** 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. That poses no problem to Raba, but it is a problem for Rabbah!

**l. I:14:** This involves the same point that is at issue between R. Yohanan and R. Joshua b. Levi. One said, “Because Israelites overseas are inexperienced in the requirement that the writ be prepared for the particular person for whom it is intended.” 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.”

**2. I:15:** It has been said: Before how many witnesses must one hand over the writ of divorce to the wife? R. Yohanan and R. Hanina – one party maintains it must be at least two. The other holds that it must be three. 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 inexperienced 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.

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

**I. I:17:** Case. 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.”

**II. I:18:** Case. 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.”

**A. I:19:** Gloss.

**3. I:20:** It has been stated: As to Babylonia – Rab said, “It is in the status, as to writs of divorce, of the Land of Israel.” Samuel said, “It is in the status of overseas provinces.” May we say that this is what is at issue: One authority maintains 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 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.

**a. I:21:** What is the extent of Babylonia?

**I. I:22:** 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.

**II. I:23:** Rabbah bar Abbuha required the stated declaration in the case of a writ brought from one side of the street to the other.

**III. I:24:** 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?’”

**A. I:25:** That is in line with the following, which has been taught on Tannaite authority: 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?” He said to him, “My son, where do you come from?” He said to him, “My lord, I’m from Kefar Simai.” 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.” 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?” 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! 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**).

**4. I:26:** 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.'" May one therefore propose the theory that the operative consideration behind making that declaration is that Israelites overseas are inexperienced 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?

**a. I:27:** Gloss of the foregoing. Reference to the passage on the concubine in Gibe'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."

**I. I:28:** Gloss of the foregoing. 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? they should be said in a calm way, so that people can accept his instructions willingly."

**II. I:29:** As above. 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. MISCELLANEOUS RULINGS ON PROPER CONDUCT**

**A. I:30:** 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?" 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."

**B. I:31:** They sent word to Mar Uqba, "How on the basis of Scripture do we know that it is forbidden to sing?" 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. I:32:** 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)?" He said to him, "The verse of Scripture is reckoning with towns in the Land of Israel." 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. I:33:** Said the exilarch to R. Huna, "How do we know that wearing garlands is forbidden?"

**1. I:34:** 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)?"

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

**E. I:36:** 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."

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

**2. I:38:** "Though I have afflicted you" (Nah. 1:12): Said Mar Zutra, "Even a poor person who derives support from charity should give charity."

**3. I:39:** "I will afflict you no more" (Nah. 1:12): R. Joseph stated a Tannaite statement: "They don't ever again show him the marks of poverty."

**C. 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."**

**1. II:1:** 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**)!

2. II:2: One Tannaite statement: He who brings a writ of divorce in a boat is as though he brought it in the Land of Israel. And another Tannaite statement: He who brings a writ of divorce in a boat is as though he brought it from overseas.

**D. R. MEIR SAYS, “AKKO IS EQUIVALENT TO THE LAND OF ISRAEL SO FAR AS WRITS OF DIVORCE ARE CONCERNED.”**

#### **E. THE STATUS OF SYRIA**

1. III:1: 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?”

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

a. III:3: Gloss of the foregoing.

b. III:4: Gloss of the foregoing.

c. III:5: Gloss of the foregoing.

l. III:6: Emancipation of slaves: miscellaneous addition. Our rabbis have taught on Tannaite authority: 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. The question was raised, “If it said, ‘...all my property is acquired to you,’ what is the law?”

**F. 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.” IF THERE ARE DISPUTANTS AGAINST THE VALIDITY OF THE WRIT, IT IS TO BE CONFIRMED BY ITS SIGNATURES.**

1. IV:1: 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”?

## **II. Mishnah-Tractate Gittin 1:13C-E, 1:4**

**A. 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.**

1. I:1: 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. 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. THIS IS ONE OF THE WAYS IN WHICH WRITS OF DIVORCE FOR WOMEN AND WRITS OF EMANCIPATION FOR SLAVES ARE TREATED AS EQUIVALENT.**

1. II:1: Our rabbis have taught on Tannaite authority: 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 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. 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).

a. II:2: 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?

1. II:3: Gloss: What has “reading” got to do with anything?

b. II:4: 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)?

c. II:5: 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?

### **III. Mishnah-Tractate Gittin 1:5A-C**

**A. 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. 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. I:1:** 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:

**a. I:2:** Gloss.

#### **IV. Mishnah-Tractate Gittin 1:5D-F**

**A. ALL DOCUMENTS WHICH ARE DRAWN UP IN GENTILE REGISTRIES, EVEN IF THEIR SIGNATURES ARE GENTILES', ARE VALID, EXCEPT FOR WRITS OF DIVORCE FOR WOMEN AND WRITS OF EMANCIPATION FOR SLAVES:**

**1. I:1:** 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. 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."**

**1. II:1:** But lo, the gentile witnesses are not qualified to serve as witnesses to the act of divorce itself! 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.'"

**2. II:2:** It has been taught on Tannaite authority: 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. For R. Aqiba declares them valid. And sages declare them invalid, except for writs of divorce and documents of emancipation. 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**).

**a. II:3:** 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?

**I. II:4:** 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. II:5:** 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.”

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

## **V. Mishnah-Tractate Gittin 1:6A-H**

**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.**

**1. I:1:** 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 The creditor and owner cannot recover from him any more than he can withdraw the writ of emancipation from the agent.”

**a. I:2:** 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. 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 NOT GOT THE RIGHT TO MAKE SUCH A DECISION.” MEIR SAID TO THEM, “BUT LO, HE INVALIDATES HIS SLAVE FROM EATING HEAVE-OFFERING, JUST AS HE INVALIDATES HIS WIFE FROM EATING HEAVE-OFFERING!” 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.”**

**1. II:1:** What follows is that a master may say to his slave, “Work for me, but I won’t provide your food.”



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

I. II:3: Gloss.

2. II:4: It has been taught on Tannaite authority: 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?’ 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.’ 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?’ 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**).

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

## **VI. Mishnah-Tractate Gittin 1:6I-L**

**A. 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.**

1. I:1: 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. 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!

a. I:2: Gloss.

I. I:3: Illustrative case.

II. I:4: As above.

2. I:5: It has been stated: “Take this maneh, which I owe him, to Mr. So-and-so” – Said Rab, “The sender remains responsible for what happens to the money, but if he comes to retract, he cannot retract.” 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.”

a. I:6: Illustrative case.

b. I:7: As above.

3. I:8: 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 – One Tannaite statement: The money is returned to the one who sent it. Another Tannaite statement: He must hand it over to the heirs of the one to whom the money was sent.

a. I:9: 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:

I. I:10: Secondary gloss.

A. I:11: Secondary gloss.

## VII. Mishnah-Tractate Gittin 2:1

**A. HE WHO DELIVERS A WRIT OF DIVORCE FROM OVERSEAS AND SAID, “IN MY PRESENCE IT WAS WRITTEN,” BUT NOT, “IN MY PRESENCE IT WAS SIGNED,” “IN MY PRESENCE IT WAS SIGNED,” BUT NOT, “IN MY PRESENCE IT WAS WRITTEN:”**

1. I:1: presence, it was signed,” it is valid. What need do I have for all this redundancy? Hasn’t the Tannaite authority formulated this rule once, namely: 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. “IN MY PRESENCE PART OF IT WAS WRITTEN, BUT IN MY PRESENCE THE WHOLE OF IT WAS SIGNED” – IT IS INVALID.**

1. II:1: Which half? If you say the first, then what about what R. Eleazar said, “If only a single line of the document is written with the divorce of that particular woman in mind, then the rest is not subject to the requirement that the document be prepared for her in particular”?

**C. “IN MY PRESENCE THE WHOLE OF IT WAS WRITTEN, BUT IN MY PRESENCE ONLY PART OF IT WAS SIGNED,”**

1. III:1: Said R. Hisda, “Even if two others attest the signature of the second witness, the writ is still invalid. How come? Because for both witnesses’ signature alike, we either insist on confirmation by two witnesses or follow the rule of rabbis that the bearer make the required declaration.”

**D. OTHER CASES IN WHICH WE TAKE ACCOUNT OF HALVES**

1. III:2: Said R. Hisda, “For the formation of a valid demarcation of an area for purposes of moving objects about on the Sabbath an embankment five handbreadths deep with a fence on it five handbreadths high do not join together to form a single partition of ten handbreadths. They join together only if the whole of it constitutes an embankment or the whole of it a fence.”

2. III:3: Ilfa raised this question: “Can the hands become clean in halves, or do they not become clean in halves?”

3. III:4: Said R. Jeremiah, “Lo, sages have said: These render heave-offering unfit: ...he whose head and the greater part of whose body enters drawn water; and one who was clean on whose head and the greater part of whose body three logs of drawn water fall (M. **Zab. 5:12E-F**).” R. Jeremiah raised this question: “If half of

the person was affected by the drawn water through entering it, and the other half of his body was affected by having three logs of it fall on him, is he unclean?"

4. III:5: Said R. Pappa, "Lo, sages have said: A person who had an emission of semen who was sick, upon whom nine qabs of water fell is clean (M. **Miq. 3:4C**)."

R. Pappa raised this question: "If half of him was affected by water into which he immersed, and half of him by water thrown over him, is he clean?"

**E. IF ONE SAYS, "IN MY PRESENCE IT WAS WRITTEN," AND ONE SAYS, "IN MY PRESENCE IT WAS SIGNED," IT IS INVALID. IF TWO SAY, "IN OUR PRESENCE IT WAS WRITTEN," AND ONE SAYS, "IN MY PRESENCE IT WAS SIGNED," IT IS INVALID. AND R. JUDAH DECLARES IT VALID.**

**IF ONE SAYS, "IN MY PRESENCE IT WAS WRITTEN," AND TWO SAY, "IN OUR PRESENCE, IT WAS SIGNED," IT IS VALID.**

1. IV:1: Said R. Samuel bar Judah said R. Yohanan, "This rule pertains only to a case of a writ of divorce that is not produced by both agents jointly. But in the case of a writ of divorce produced by them jointly, it is valid." It must follow, then, that he maintains that if two persons bring a writ of divorce from overseas, they do not have to make the declaration, "Before us it was written and before us it was signed" since the reason for this declaration is that there may not be witnesses which does not apply where there are two agents.

a. IV:2: So may we draw the conclusion that the dispute between Rabbah and Raba in fact reflects a conflict of Tannaite statements rabbis' and Judah's?

2. IV:3: Rabbah bar bar Hannah got sick. R. Judah and Rabbah came to ask how he was. They raised this question: "Two who produced a writ of divorce from overseas – are they required to say, 'Before us it was written and before us it was signed,' or are they not required to do so?" He said to him, "They do not have to do so. For if they had said, 'In our presence he divorced her,' would they not be believed?"

3. IV:4: If one says, "In my presence it was written," and two say, "In our presence, it was signed," it is valid: Said R. Ammi said R. Yohanan, "This rule pertains only to a case of a writ of divorce produced by the witness to the writing which he also carried to the destination, in which case it is tantamount to two witnesses to the writing and two to the signing. The bearer to the declaration is regarded as equivalent to two witnesses. But if the writ of divorced is produced by the witnesses to the signing, it is invalid." Therefore he takes the view that if two persons brought a writ of divorce from overseas, they nonetheless have to state, "In our presence it was written, and in our presence it was signed."

## **VIII. Mishnah-Tractate Gittin 2:2**

**A. IF IT WAS WRITTEN BY DAY AND SIGNED BY DAY, BY NIGHT AND SIGNED BY NIGHT, BY NIGHT AND SIGNED BY DAY ON THE NEXT MORNING, IT IS VALID. IF IT WAS WRITTEN BY DAY AND SIGNED BY NIGHT, IT IS INVALID.**

1. I:1: It has been stated: On what account did sages require the inclusion of a date in writs of divorce? R. Yohanan said, "On account of the daughter of his sister" who was his wife and had committed adultery; her uncle, in his desire to protect her, might supply her with an undated letter of divorce, which would enable her to escape her due punishment by pleading that the offense had been committed after she had been divorced. R. Simeon b. Laqish said, "Because of the produce" so that the husband may not sell the increment of his wife's property; the husband loses the usufruct of plucking property once the divorce ends the marriage.

2. I:2: Said Abbaye to R. Joseph, "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... (M. [Git. 9:4A-C](#)). So what good did rabbis do when they required the writ of divorce to be dated?"

3. I:3: Said Rabina to Raba, "If one wrote it and put it away in his pocket, thinking that, if a reconciliation might take place, that would be all to the good, what is the rule?"

4. I:4: Said Rabina to Raba, "Writs of divorce that come from overseas, written in Nisan but not delivered until Tishré – what good did rabbis do when they required the writ of divorce to be dated?"

5. I:5: It has been stated: From what point do we measure the three months from the issuance of the writ of divorce during which the wife may not remarry, since we shall not know whether she was pregnant by the first husband or by the second? Rab said, "It is three months from the moment of delivering the writ." Samuel said, "It is three months from the time of the writing of the writ."

**a. I:6: Cases.**

6. I:7: It has been stated: From what moment does a marriage contract fall under the law of the Sabbatical Year it would be exempt from the law that the Sabbatical Year releases standing debts until the specified moment, at which point it becomes subject to that provision? Rab said, "From the moment at which she collects part payment and transfers the rest into a loan recorded in a bond." Samuel said, "From the time that she collects part payment, even though she does not transfer the rest into a loan, or if she translates the whole into a loan even though she does not collect part payment."

7. I:8: Said Samuel, "The marriage contract is equivalent to a deed drawn up in court. Just as a document drawn up in court may be written by day and signed by night, so, too, a marriage contract may be written by day and signed by night."

**B. R. SIMEON DECLARES IT VALID. FOR R. SIMEON DID RULE, "ALL WRITS WHICH WERE WRITTEN BY DAY AND SIGNED BY NIGHT ARE INVALID, EXCEPT WRITS OF DIVORCE FOR WOMEN."**

1. II:1: Said Raba, "What is the operative consideration in the mind of R. Simeon? He takes the view that once he has decided to divorce his wife, he no longer has the right to the usufruct of the plucking property." Said R. Simeon b. Laqish, "R. Simeon validated the document only if it was signed immediately on the night following, but if it was not signed for ten days afterward, it is not valid. We take account of the possibility that he has been reconciled with her in the intervening

time.” And R. Yohanan said, “Even if it is not signed for ten days afterward, it remains valid, for if it were to happen that there was a reconciliation, people would know about it.”

**2. II:2:** It has been stated: If the husband said to ten men, “Write a writ of divorce for my wife,” said R. Yohanan, “Two of them sign the document on the count of witnesses, and the rest do so only because he made the validity of the document conditional on their doing so.” And R. Simeon b. Laqish said, “All of them sign on the count of serving as witnesses to the document.”

**a. II:3:** Case: Somebody said to ten people, “Write a write of divorce for my wife, and two of you sign it by day, and the rest in the next ten days.” The case came before R. Joshua b. Levi. He said to him, “R. Simeon is worthy of being relied upon in time of need.”

## **IX. Mishnah-Tractate Gittin 2:3**

**A. WITH ALL SORTS OF THINGS DO THEY WRITE A WRIT OF DIVORCE: WITH (1) INK, (2) CAUSTIC, (3) RED DYE, (4) GUM, (5) COPPERAS:**

**1. I:1:** Ink: This is soot ink. Caustic: paint. Red dye: Said Rabbah bar bar Hannah, “This is the same as ‘red dye’ in Aramaic.” Gum: gum in Aramaic. Copperas: Said Rabbah bar bar Hannah said Samuel, “Blacking used by boot-makers”

**B. ...OR WITH ANYTHING WHICH LASTS. THEY DO NOT WRITE A WRIT OF DIVORCE WITH (1) LIQUIDS, OR (2) FRUIT JUICE OR WITH ANYTHING WHICH DOES NOT LAST. ON ANYTHING DO THEY WRITE A WRIT OF DIVORCE:**

**1. II:1:** Including what?

**2. II:2:** A Tannaite statement of R. Hiyya: If the writ of divorce is written with lead, black pigment, or coal, it is valid.

**3. II:3:** It has been stated: He who on the Sabbath writes in ink on red paint – Both R. Yohanan and R. Simeon b. Laqish say, “He is liable on two counts, one on the count of writing, second on the count of erasing.” If on the Sabbath he wrote in ink on ink, red paint on red paint, he is exempt from all liability.

**4. II:4:** R. Simeon raised this question of R. Yohanan: “In the case of witnesses who don’t know how to write their names, what is the law as to writing their names for them in red ink, and having them sign over that writing in ink? Is this writing on top of writing classified as writing or is that not the case?”

**5. II:5:** It has been stated: Witnesses who do not know how to write their names – Rab said, “They make lines for them in blank paper and they fill the lines with ink.” Samuel said, “They make a copy with lead.”

**6. II:6:** R. Abbahu said, “They make a copy in water in which ground gall nuts have been soaked.”

**7. II:7:** R. Pappa said, “It can be made with spit.”

**a. II:8:** Case.

**8. II:9:** Reverting to II:5: It has been taught on Tannaite authority in accord with the position of Rab.

**a. II:10:** Illustrative case of a subordinate detail in the foregoing.

**b. II:11:** Illustrative case.

**c. II:12:** As above.

**9. II:13:** Said Samuel, “If a man gave his wife a piece of blank paper and said to her, ‘Lo, here is your writ of divorce,’ she is deemed validly divorced. We take into account the possibility that he wrote the document in gall-nut water.”

**10. II:14:** aid Rabina, “Amemar said to me, ‘This is what Maremar said in the name of R. Dimi: “In the case of two persons in whose presence a writ of divorce was handed over – they have to read it so as to know what the document contains.”’”

**a. II:15:** There was someone who tossed a writ of divorce to his wife; it fell between jars; then a mezuzah was found there. Said R. Nahman, “It is very uncommon to find a mezuzah among jars.”

**b. II:16:** There was someone who came into the synagogue, took a scroll of the Torah, and handed it over to his wife, saying to her, “Here is your writ of divorce.”

**11. II:17:** Said R. Hisda, “In the case of a writ of divorce that was not written for the purpose of divorcing this particular woman, but a scribe then went over the writing in the document with a quill, doing so with particular reference to the divorce of that particular woman – this brings us to the dispute between R. Judah and rabbis. For it has been taught on Tannaite authority: Lo, if, when copying a scroll of the Torah, the scribe intended to write the name of God and had the intention of writing the name, Judah, but in error he omitted the letter D and so wrote the name of God – ‘One may go over it with a quill and so properly consecrate it,’ the words of R. Judah. And sages say, ‘That would not be the most desirable manner of writing the name of God.’”

**12. II:18:** aid R. Hisda, “I have the power to invalidate all the writs of divorce in the world.” Said to him Raba, “How come? Should I say that it is because it is written, ‘And he shall write...’ (Deu. 24: 1), and in this case because the wife is supposed to pay the fee of the scribe, she is the one responsible for the writing? But maybe rabbis have accorded to the husband ownership of the money that she has paid! Rather, is it because it says, ‘And he shall write...’ (Deu. 24: 1), and in this case he has not given her anything? But maybe that speaks of giving over the writ of divorce. You may know that this is so, for they sent word from there the Land of Israel: If the writ of divorce was written on something that is forbidden for advantageous use, it remains valid.”

**a. II:19:** Gloss.

**13. II:20:** It has been taught on Tannaite authority: Rabbi says, “If the writ of divorce was written on something that is forbidden for advantageous use, it remains valid.”

**14. II:21:** Our rabbis have taught on Tannaite authority: “And he shall write...” (Deu. 24: 1) – not that he may incise it.

**a. II:22:** Secondary issue.

**15. II:23:** Raba asked R. Nahman, “If he wrote out her writ of divorce on a gold plate and said to her, ‘Receive your writ of divorce and receive the payment of your marriage settlement,’ what is the law?”

**16. II:24:** Our rabbis have taught on Tannaite authority: “Here is your writ of divorce, but the paper is mine” – she is not deemed divorced. “...on condition that you return the paper to me” – lo, she is divorced (T. **Git. 2:4L-M**). R. Pappa raised the question, “What if he said, ‘On condition that the space between the lines or between the words belong to me,’ what is the rule?”

**17. II:25:** R. Ammi bar Hama raised this question: “If it was taken for granted that a given slave belonged to the husband, and a writ of divorce is written on the slave’s hand, and the slave comes before us as her slave, what is the rule? Do we claim that the husband has transferred title to her? Or perhaps the slave on his own has gone over to her?”

**18. II:26:** R. Ammi bar Hama raised this question: “If it was assumed that a given tablet belonged to the wife, and a writ of divorce was written on it, and it is brought forth by the husband, what is the rule? Do we claim that the wife has transferred title to him? Or perhaps a woman doesn’t know how to transfer title as part of a legal fiction, for example, for the writing of her writ of divorce?”

**19. II:27:** Said Raba, “If the man wrote the writ of divorce for his wife and handed it over to his slave, and he further wrote a deed of gift for the slave, transferring ownership of the slave to her – she becomes the owner of the slave and she is divorced as well. Now why should this be the rule? Lo, the slave is classified as ‘a moving courtyard,’ and a moving courtyard is unable to serve to transfer title.”

**C. (1) ON AN OLIVE’S LEAF, (2) ON THE HORN OF A COW, (BUT HE GIVES THE WOMAN THE COW), (3) ON THE HAND OF A SLAVE, (BUT HE GIVES THE WOMAN THE SLAVE).**

**1. III:1:** Well, there is no problem understanding the rule concerning the hand of the slave, since it’s not possible to cut it off and give it to her. But what’s wrong with writing it on the horn of a cow? Why not just cut it off and give it to her?

**D. R. YOSÉ THE GALILEAN SAYS, “THEY DO NOT WRITE A WRIT OF DIVORCE ON ANYTHING THAT IS ALIVE, OR ON FOODSTUFFS.”**

**1. IV:1:** What is the scriptural basis for the position of R. Yosé the Galilean?

## **X. Mishnah-Tractate Gittin 2:4**

**A. 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. R. JUDAH DECLARES IT INVALID, SO LONG AS WRITING IT AND SIGNING IT ARE NOT ON SOMETHING WHICH IS PLUCKED UP FROM THE GROUND.**

**1. I:1:** But didn’t you say to begin with, They do not write a writ of divorce on something which is attached to the ground? Said R. Judah said Samuel, “That concession that there is a remedy pertains to a case in which he left a space for the operative part of the writ which is to say, the names and the date.” And so said R.



Eleazar said R. Oshayya, “That concession that there is a remedy pertains to a case in which he left a space for the operative part of the writ which is to say, the names and the date.” And so said Rabbah bar bar Hannah said R. Yohanan, “That concession that there is a remedy pertains to a case in which he left a space for the operative part of the writ which is to say, the names and the date.”

2. I:2: If one wrote it on an earthenware flowerpot that had a hole in the bottom, it is valid, since he can take it and give it to her. If it was written on a leaf inside of a flowerpot with a hole in the bottom – Abbaye said, “It is valid,” and Raba said, “It is invalid.”

3. I:3: If the flowerpot belonged to one party and the seeds in it to another, if the owner of the flowerpot sold it to the owner of the seeds, once the latter has drawn the pot into his possession, he has acquired title to it. If the owner of the seeds sold them to the owner of the flowerpot, the latter has acquired possession of the seeds only when he will have taken hold of them. If the pot and the seeds belonged to one party and he sold them to another, once the latter has taken hold of the seeds, he has acquired ownership of the flowerpot.

4. I:4: If the pot’s hole were open in the Land of Israel, and its leaves extend outside of the Land – Abbaye said, “We follow the location of the hole.” Raba said, “We follow the location of the foliage.”

**B. R. JUDAH B. BETERAH SAYS, “THEY DO NOT WRITE ON PAPYRUS FROM WHICH OTHER WRITING HAS BEEN ERASED, OR ON A HIDE WHICH HAS NOT BEEN PREPARED, FOR THESE CAN BE FALSIFIED.”**

1. II:1: Said R. Hiyya bar Assi in the name of Ulla, “There are three classifications of hides: one that is unleavened, a hifa-hide and a diftera-hide.”

**C. AND SAGES DECLARE VALID.**

1. III:1: Who are these sages?

## **XI. Mishnah-Tractate Gittin 2:5A-D**

**A. ALL ARE VALID FOR THE WRITING OF A WRIT OF DIVORCE, EVEN A DEAF-MUTE, AN IDIOT, OR A MINOR. A WOMAN MAY WRITE HER OWN WRIT OF DIVORCE, AND A MAN MAY WRITE HIS QUITTANCE A RECEIPT FOR THE PAYMENT OF THE MARRIAGE CONTRACT, FOR THE CONFIRMATION OF THE WRIT OF DIVORCE IS SOLELY THROUGH ITS SIGNATURES OF THE WITNESSES.**

1. I:1: Even a deaf-mute, an idiot, or a minor: But these are not possessed of sound senses so cannot be assumed to write the writ for the purpose of the particular woman who is to be its recipient! Said R. Huna, “But that is permitted only if an adult is standing and supervising the writing.”

2. I:2: And R. Judah said Samuel said, “That concession that even a deaf-mute, an idiot, or a minor may write the document pertains to a case in which he left a space for the operative part of the writ which is to say, the names and the date.” And so said R. Haga in the name of Ulla, “That concession that even a deaf-mute, an idiot, or a minor may write the document pertains to a case in which he left a space for



the operative part of the writ which is to say, the names and the date, and it represents the position of R. Eleazar.”

## **XII. Mishnah-Tractate Gittin 25E-G, 2::6**

**A. 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.**

**IF A MINOR RECEIVED THE WRIT OF DIVORCE FROM THE HUSBAND, AND THEN PASSED THE POINT OF MATURITY, A DEAF-MUTE AND HE REGAINED THE POWER OF SPEECH, A BLIND MAN AND HE REGAINED THE POWER OF SIGHT, AN IDIOT AND HE REGAINED HIS SENSES, A GENTILE AND HE CONVERTED, IT REMAINS INVALID. BUT IF IT WAS RECEIVED FROM THE HUSBAND BY ONE OF SOUND SENSES WHO THEN LOST THE POWER OF SPEECH AND THEN REGAINED HIS SENSES, BY ONE WHO HAD THE POWER OF SIGHT AND WHO WAS BLINDED BUT THEN RECOVERED THE POWER OF SIGHT, BY ONE WHO WAS SANE AND THEN BECAME INSANE AND REGAINED HIS SANITY, IT IS VALID. THIS IS THE GOVERNING PRINCIPLE: IN ANY CASE IN WHICH THE AGENT AT THE OUTSET AND AT THE END WAS IN FULL COMMAND OF HIS SENSES, IT IS VALID.**

**1. I:1:** Except for a deaf-mute, an idiot, and a minor, a blind man, and a gentile: Well, there's no problem understanding why a deaf-mute, an idiot, and a minor should be excluded, since they are not possessed of sound senses. And a gentile likewise is excluded, since he is not someone who can effect the release of a marriage being outside of the law. But why is a blind person not qualified?

**2. I:2:** They asked R. Ammi, “What is the law on appointing a slave an agent to receive delivery of the writ of divorce of a wife from the hand of her husband?” Said R. Assi said R. Yohanan, “A slave may not be appointed an agent to receive delivery of the writ of divorce of a wife from the hand of her husband, since he does not fall under the law of writs of divorce or betrothals.”

**3. I:3:** Said R. Hiyya bar Abba said R. Yohanan, “A slave may not be appointed an agent to receive delivery of the writ of divorce of a wife from the hand of her husband, since he does not fall under the law of writs of divorce or betrothals.”

## **XIII. Mishnah-Tractate Gittin 2:7**

**A. EVEN WOMEN WHO ARE NOT DEEMED TRUSTWORTHY TO STATE, “HER HUSBAND HAS DIED,” ARE DEEMED TRUSTWORTHY TO DELIVER HER WRIT OF DIVORCE:**

**HER MOTHER-IN-LAW, THE DAUGHTER OF HER MOTHER-IN-LAW, HER CO-WIFE, HER HUSBAND'S BROTHER'S WIFE, AND HER HUSBAND'S DAUGHTER. WHAT IS THE DIFFERENCE BETWEEN TESTIFYING WHEN DELIVERING A WRIT OF DIVORCE AND TESTIFYING THAT THE HUSBAND HAS DIED? FOR THE WRITING SERVES AS AMPLE EVIDENCE IN THE CASE OF A WRIT OF DIVORCE.**

**1. I:1:** Even women who are not deemed trustworthy to state, “Her husband has died,” are deemed trustworthy to deliver her writ of divorce: But has it not been

taught on Tannaite authority: Just as women are not believed to say, “Her husband has died,” so they are not believed to present her writ of divorce.

**B. 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.”**

1. II:1: But isn't it the fact that as soon as the writ of divorce reaches the woman's hand, she is divorced with it? So how can she deliver it to a court and why should she bother?

#### **XIV. Mishnah-Tractate Gittin 3:1**

**A. ANY WRIT OF DIVORCE WHICH IS WRITTEN NOT FOR THE SAKE OF THIS PARTICULAR WOMAN FOR WHOM IT IS INTENDED IS INVALID. HOW SO? IF ONE WAS PASSING THROUGH THE MARKET AND HEARD THE VOICE OF SCRIBES DICTATING TO STUDENTS, “MR. SO-AND-SO IS DIVORCING MRS. SO-AND-SO FROM SUCH-AND-SUCH A PLACE,” AND SAID, “WHY THIS IS MY NAME AND THE NAME OF MY WIFE” – IT IS INVALID THEREWITH TO EFFECT A DIVORCE. MOREOVER:**

**IF ONE WROTE A WRIT OF DIVORCE FOR DIVORCING HIS WIFE THEREWITH AND THEN CHANGED HIS MIND, AND A FELLOW TOWNSMAN FOUND IT AND SAID TO HIM, “MY NAME IS THE SAME AS YOURS, AND MY WIFE'S NAME IS THE SAME AS YOUR WIFE'S NAME,” IT IS INVALID THEREWITH TO EFFECT A DIVORCE.**

1. I:1: If one wrote a writ of divorce for divorcing his wife therewith and then changed his mind: Then to what case does the opening clause refer?

**B. MOREOVER:**

1. II:1: What is the meaning of moreover? A Tannaite statement of the household of R. Ishmael: “Not only one that was written not for the purpose of an actual divorce, but even one that was written for an actual divorce is invalid; not only one that was not written for use for a divorce on his part, but even one that was written for an act of divorce on his part is invalid; not only one that was not written for the purpose of divorcing this woman, but even one that was written for the purpose of divorcing this woman is invalid.”

a. II:2: What is the scriptural foundation for this principle?

**C. IF ONE HAD TWO WIVES, AND THEIR NAMES WERE THE SAME, IF HE WROTE A WRIT OF DIVORCE TO DIVORCE THEREWITH THE ELDER, HE SHALL NOT DIVORCE THE YOUNGER WITH IT. MOREOVER: IF HE SAID TO A SCRIBE, “WRITE FOR WHICHEVER ONE I SHALL DECIDE TO DIVORCE,” IT IS INVALID THEREWITH TO DIVORCE A WOMAN.**

1. III:1: It is the minor that he cannot divorce with this document, lo, with it he may divorce the adult in spite of the danger of her being confused with the younger. Said Raba, “That is to say, in the case of two men living in the same town named Joseph b. Simeon – either one may claim payment from a third party on the basis of a bond written in his name being the Joseph b. Simeon mentioned therein.”

2. III:2: Said Rab, “All of the writs of divorce described here nonetheless invalidate the woman from being married into the priesthood since priests cannot marry divorcees, except for the first which in no way partakes of a valid writ.” And Samuel said, “Even the first, too, invalidates a woman from marriage into the priesthood.”

3. III:3: R. Hoshaia raised the question of R. Judah, “If the husband said to the scribe, ‘Write a writ of divorce for whichever wife of mine comes out of the front door first,’ what is the law?”

## **XV. Mishnah-Tractate Gittin 3:2**

**A. HE WHO WRITES OUT BLANK COPIES OF WRITS OF DIVORCE MUST LEAVE A SPACE FOR THE NAME OF THE MAN, FOR THE NAME OF THE WOMAN, AND FOR THE DATE.**

1. I:1: Said R. Judah said Samuel, “He has also to leave space for the language, ‘Behold, you are free to marry any man of your choice.’ This then represents the position of R. Eleazar, who has said, ‘It is the witnesses to the delivery of the writ of divorce who serve to sever the marital bond,’ so we require that the writing be done expressly for the sake of that particular woman.”

**B. FOR GOOD ORDER.**

1. II:1: What’s the meaning of for good order?

**C. R. JUDAH DECLARES INVALID IN THE CASE OF ALL SUCH BLANK COPIES OF WRITS.**

1. III:1: He makes a precautionary decree against writing the formulaic part of the writs on account of the substantive parts, and he forbade writing the formulaic part of bonds of indebtedness on account of the possibility of scribes’ also writing the formulaic parts of writs of divorce.

**D. R. ELEAZAR DECLARES VALID IN THE CASE OF ALL OF THEM,**

1. IV:1: He makes a precautionary decree against writing the formulaic part of the writs on account of the substantive parts, but he did not forbid writing the formulaic part of bonds of indebtedness on account of the possibility of scribes’ also writing the formulaic parts of writs of divorce.

**E. EXCEPT IN THE CASE OF WRITS OF DIVORCE FOR WOMEN, SINCE IT IS SAID, “AND HE SHALL WRITE FOR HER” (DEU. 24: 1) – EXPRESSLY FOR HER.**

1. V:1: But when the word “for her” was set forth in Scripture, it was with reference to the substantive part of the writ of divorce!

2. V:2: For good order: R. Shabbetai said Hezekiah said, “The good order is on account of the possibility of quarreling, and it represents the position of R. Meir, who has said, ‘The testimony of the witnesses to the signing of the document is what effects the severing of the marital bond.’ As a matter of strict law, it should be permitted to write even the substantive part of the writ of divorce, but it might happen that the woman would hear the scribe reading what he had written and might suppose that her husband had instructed him to write the document and so would have a fight with him.”

**F. IF HE DOES SO FOR BONDS OF INDEBTEDNESS, HE MUST LEAVE A SPACE FOR THE LENDER, THE BORROWER, THE SUM OF MONEY, AND THE DATE. IF HE DOES SO FOR DEEDS OF SALE, HE MUST LEAVE A SPACE FOR THE PURCHASER, THE SELLER, THE SUM OF MONEY, THE FIELD, AND THE DATE –**

1. VI:1: The Mishnah decisively recognizes no difference between a writ of divorce prepared for a fully consummated marriage and one prepared to sever a betrothal. Now there is no problem understanding why that should be the case for a fully consummated marriage; whether one holds that the date is included in the document on account of the daughter of his sister Slotki, Yebamot 31B: who was his wife and had committed adultery; her uncle, in his desire to protect her, might supply her with an undated letter of divorce, which would enable her to escape her due punishment by pleading that the offense had been committed after she had been divorced, or that it is included “because of the produce” so that the husband may not sell the increment of his wife’s property; the husband loses the usufruct of plucking property once the divorce ends the marriage, there is solid reason to do so. But with regard to a writ of divorce prepared to sever a betrothal, while there is solid reason to include a date to take account of the possibility of one’s shielding the daughter of his sister, as to the matter of the access to the usufruct, does the law of usufruct even pertain to a woman who is merely betrothed? Obviously not, the groom at that point has no title on the usufruct of the bride’s property.

a. VI:2: Said R. Zira said R. Abba bar Shila said R. Hamnuna the Elder said R. Adda bar Ahbah said Rab, “The decided law accords with the view of R. Eleazar even the formulaic part of the writ may not be written up front.”

## **XVI. Mishnah-Tractate Gittin 3:3A-E**

**A. HE WHO IS BRINGING A WRIT OF DIVORCE AND LOST IT – IF HE FOUND IT ON THE SPOT, IT IS VALID.**

1. I:1: He who is bringing a writ of divorce and lost it – if he found it on the spot, it is valid: By way of contradiction: If he found (1) writs of divorce for women, (2) writs of emancipation for slaves, (3) wills, (4) deeds of gift, or (5) receipts for the payment of marriage settlements, lo, he should not return them. For I maintain that they were written out, but then the one who is answerable for them changed his mind and decided not to hand them over (M. **B.M. 1:7A-C**). Then lo, if he had said, “Give them,” they are to be handed over, even if a long time had passed.

2. I:2: R. Zira compared a Mishnah passage with a corresponding Tannaite teaching outside of the Mishnah and pointed out a contradiction between them, which he then harmonized: “We have learned in the Mishnah, He who is bringing a writ of divorce and lost it – if he found it on the spot, it is valid. And if not, it is invalid (M. **Gitt. 3:3A-C**). That has now to be contrasted with the following Tannaite teaching not included in the Mishnah: ‘If in the marketplace one has found a writ of divorce for a woman, when the husband concedes its validity, it is to be returned to the wife, but if the husband does not concede its validity, one should return it to neither this one nor that one’ (T. **B.M. 1:7A-C**). Now it

follows that ‘when the husband concedes its validity, it is to be returned to the wife’ – and even after a considerable interval!”

a. I:3: Rabbah bar bar Hannah lost a writ of divorce in the schoolhouse. When it was found, he said, “If the consideration of distinguishing traits pertains, then I have one pertinent to it; if the operative consideration is that I recognize it, then I am able to recognize it.”

## **B. AND IF NOT, IT IS INVALID.**

1. II:1: And if not, it is invalid: What is the definition of “not immediately” (cf. T. **Git. 2:11E-F**)? R. Nathan says, “If he waited for a long enough time to go by for a caravan to pass and encamp.” R. Simeon b. Eleazar says, “It is called ‘immediately’ so long as there is sufficient time for someone to stand and see that no one is going by there.” And some say, “That no one has stopped there.” Rabbi says, “Sufficient time to write a writ of divorce.” R. Isaac says, “Sufficient time to read it.” Others say, “Sufficient time to write it and to read it.”

2. II:2: It has been stated: R. Judah said Samuel said, “The decided law is: The writ is valid if nobody stopped there.” Rabbah bar bar Hannah said, “The decided law is that the writ is valid if nobody passed by there.”

## **C. IF HE FOUND IT IN A SACHEL OR A BAG, IF HE RECOGNIZES IT, IT IS VALID.**

1. III:1: What is a satchel? Said Rabbah bar bar Hannah, “A small pouch.” What is a bag?

## **XVII. Mishnah-Tractate Gittin 3:3F-J**

**A. HE WHO IS BRINGING A WRIT OF DIVORCE AND LEFT HIM THE HUSBAND AGED OR SICK HANDS IT OVER TO THE WOMAN IN THE ASSUMPTION THAT HE THE HUSBAND IS STILL ALIVE. AN ISRAELITE GIRL MARRIED TO A PRIEST, AND HER HUSBAND WENT OVERSEAS, EATS HEAVE-OFFERING IN THE ASSUMPTION THAT HER HUSBAND IS ALIVE.**

1. I:1: He who is bringing a writ of divorce and left him the husband aged or sick hands it over to the woman in the assumption that he the husband is still alive: Said Raba, “That ruling applies only to a case in which it was an old man who had not reached the age of great strength eighty, or to a sick person, for most sick people get better; but if it was an old man past eighty or a dying man, that would not be so, since most dying people die.”

2. I:2: Abbaye pointed out the contradiction to Rabbah that follows: “We have learned in the Mishnah: He who is bringing a writ of divorce and left him the husband aged or sick hands it over to the woman in the assumption that he the husband is still alive. And by way of contrast: ‘Lo, here is your writ of divorce, effective one hour before my death’ – she is forbidden forthwith to eat priestly rations (T. **Git. 4:12A, C**).”

**B. HE WHO SENDS HIS SIN-OFFERING FROM OVERSEAS – THEY OFFER IT UP IN THE ASSUMPTION THAT HE IS ALIVE.**

1. II:1: But in the case of a sin-offering, don’t we require the laying on of hands on the beast?

- a. II:2: And all three cases the writ of divorce, the wife of the priest, the sin-offering were required.

### **XVIII. Mishnah-Tractate Gittin 3:4**

**A. THREE THINGS DID R. ELEAZAR B. PARTA SAY BEFORE SAGES AND THEY CONFIRMED HIS OPINION: CONCERNING (1) THOSE WHO LIVE IN A BESIEGED CITY, (2) THOSE WHO ARE ABOARD A STORM-TOSSED SHIP, AND (3) HE WHO GOES OUT TO JUDGMENT – THAT THEY ARE ASSUMED TO BE ALIVE. BUT (1) THOSE IN A TOWN CONQUERED IN A SIEGE, (2) A SHIP LOST AT SEA, AND (3) HE WHO GOES FORTH TO BE PUT TO DEATH – THEY APPLY TO THEM THE STRINGENT RULES APPLICABLE TO THE LIVING AND THE STRINGENT RULES APPLICABLE TO THE DEAD: AN ISRAELITE GIRL MARRIED TO A PRIEST, OR A PRIEST GIRL MARRIED TO AN ISRAELITE IN CASES LIKE THESE DOES NOT EAT HEAVE-OFFERING.**

1. I:1: He who goes out to judgment: Said R. Joseph, “That rule pertains only to the case of someone who has been condemned by an Israelite court, but as to someone condemned by a gentile court, once they reach a decision to inflict the death penalty, the fellow is certainly put to death without appeal.”

### **XIX. Mishnah-Tractate Gittin 3:5**

**A. HE WHO BRINGS A WRIT OF DIVORCE IN THE LAND OF ISRAEL AND GOT SICK – LO, THIS ONE SENDS IT ON BY MEANS OF SOMEONE ELSE.**

1. I:1: Said R. Kahana, “We have learned in the Mishnah: and got sick.”

a. I:2: Gloss.

2. I:3: We have learned in the Mishnah: He who brings a writ of divorce in the Land of Israel and got sick – lo, this one sends it on by means of someone else. And by way of contrast: If he said to two men, “Give a writ of divorce to my wife,” or to three, “Write a writ of divorce and give it to my wife” – lo, these should write and give it to her M. 6:7A-C. So it follows that they are the ones to do so, but not an agent! So it is forbidden to appoint an agent for the present purpose.

**B. BUT IF THE HUSBAND HAD SAID TO HIM, “GET FROM HER SUCH-AND-SUCH AN OBJECT,” HE SHOULD NOT SEND IT BY MEANS OF SOMEONE ELSE, FOR IT IS NOT THE WISH OF THE HUSBAND THAT HIS BAILMENT SHOULD FALL INTO SOMEONE ELSE’S HANDS.**

1. II:1: Said R. Simeon b. Laqish, “In stating this rule, Rabbi set forth the principle: A borrower may not turn himself into a lender, nor may a renter rent to another.” Said to him R. Yohanan, “Well, that’s something that even kindergarten kids know! Rather: Sometimes if the agent sent the writ through a third party, the writ of divorce will not be valid, for it is treated as though he had said to him, ‘Divorce her only in the lower room,’ and he did it in the upper room, or, ‘Divorce her only with the right hand,’ and he divorced her with the left.”

## **XX. Mishnah-Tractate Gittin 3:6**

**A. HE WHO BRINGS A WRIT OF DIVORCE FROM OVERSEAS AND GOT SICK APPOINTS A COURT AND SENDS IT THE WRIT, WITH SOMEONE ELSE. AND HE SAYS IN THEIR PRESENCE, “IN MY PRESENCE IT WAS WRITTEN, AND IN MY PRESENCE IT WAS SIGNED.” AND THE LATTER DOES NOT HAVE TO SAY, “IN MY PRESENCE IT WAS WRITTEN, AND IN MY PRESENCE IT WAS SIGNED.” BUT HE MERELY STATES, “I AM THE AGENT OF A COURT.”**

1. I:1: May the messenger appointed by a messenger himself appoint a messenger, or may he not do so?
2. I:2: Said Rabbah, “An agent in the Land of Israel may appoint any number of agents without recourse to a court.” Said R. Ashi, “If the first of them dies, however, the agency of all of the rest of them is cancelled.”
  - a. I:3: Case.
  - b. I:4: Case.
  - c. I:5: Case.
  - d. I:6: Case.

## **XXI. Mishnah-Tractate Gittin 3:7**

**A. HE WHO LENDS MONEY TO A PRIEST OR TO A LEVITE OR TO A POOR MAN SO THAT HE MAY SET APART WHAT WOULD BE THEIR SHARE AS HEAVE-OFFERING, TITHE, OR POOR MAN’S TITHE, RESPECTIVELY, AND SELL THE HEAVE-OFFERING TO ANOTHER PRIEST OR EAT THE TITHE OR POOR MAN’S TITHE, IN COMPENSATION FOR THIS LOAN SEPARATES THE PRODUCE IN THEIR BEHALF IN THE ASSUMPTION THAT THEY ARE ALIVE. AND HE DOES NOT TAKE ACCOUNT OF THE POSSIBILITY THAT THE PRIEST HAS DIED, OR THE LEVITE, OR THAT THE POOR MAN HAS GOTTEN RICH.**

1. I:1: And is that so even if the dues have not come into the domain of those who get them and how can they be given back in payment of the debt? Said Rab, “It is a case in which he is dealing with members of the priestly or Levitical casts who are friends of his.” And Samuel said, “It is a case in which he conveys title to them through a third party after setting the gifts apart, and the third party then gives the gifts back to him to pay their debt.” Ulla said, “Lo, who is the authority behind this rule? It is R. Yosé, who has said, ‘Sages have treated one who has not acquired title as though he had acquired title.’”
2. I:2: Our rabbis have taught on Tannaite authority: He who lends money to a priest or to a Levite or to a poor man so that he may set apart what would be their share as heave-offering, tithe, or poor man’s tithe, respectively, and sell the heave-offering to another priest or eat the tithe or poor man’s tithe, in compensation for this loan separates the produce in their behalf in the assumption that they are alive. He may make an agreement with them to do so at the lowest prevailing market price, and that would not be forbidden by reason of usury. The advent of the Seventh Year does not abrogate the debt. And if he should want to retract, he



may not do so. If the owner despaired of raising a crop that year, they do not separate tithes on their account, for they do not separate tithes on account of that which is lost (T. **Git. 3:1L-P**).

a. I:3: Citation and gloss of the foregoing.

b. I:4: Citation and gloss of the foregoing.

c. I:5: Citation and gloss of the foregoing.

d. I:6: Citation and gloss of the foregoing.

e. I:7: Citation and gloss of the foregoing.

3. I:8: It has been taught on Tannaite authority: R. Eliezer b. Jacob says, “He who lends money to a priest or Levite in the presence of a court, and one of them died, separates tithe and heave-offering on their account with the permission of that caste, and if he did so with a poor man in court and he died, does so on his account with the permission of all Israelite poor.” R. Aha says, “With the permission of all of the poor in the world” (T. **Git. 3:1E-H**).

a. I:9: Gloss.

4. I:10: He who lends money to a poor man who got rich – they do not separate poor man’s tithe on his account, and the poor man has acquired that loan that was in his possession (T. **Git. 3:1I-K**).

a. I:11: Gloss.

**B. IF THEY DIED, HE HAS TO GET PERMISSION FROM THEIR HEIRS TO CONTINUE IN THIS WAY TO COLLECT WHAT IS OWING. IF HE LENT THEM THIS MONEY IN THE PRESENCE OF A COURT, HE DOES NOT HAVE TO GET PERMISSION FROM THE HEIRS.**

1. II:1: It has been taught on Tannaite authority: Now who are these heirs? Rabbi says, “They are anyone who actually inherits his estate” (T. **Git. 3:1C-D**).

a. II:2: So are there those that don’t inherit?

2. II:3: Our rabbis have taught on Tannaite authority: An Israelite who said to a Levite, “You have some tithe in my possession” that is, I have set aside tithe for you – the latter does not have to take account of the heave-offering of the tithe that may be contained therein but assumes that that has been set aside and given to the priest. If he said to him, “You have a kor of tithe in my possession” – the latter does have to take account of the heave-offering of the tithe that may be contained therein.

a. II:4: What’s the point of all this?

## **XXII. Mishnah-Tractate Gittin 3:8**

**A. HE WHO PUT ASIDE PRODUCE, SO THAT HE MAY SET APART HEAVE-OFFERING AND TITHES ON ITS ACCOUNT RECKONING THAT IT WILL SERVE FOR THESE PURPOSES, ...COINS, SO THAT HE MAY SET APART SECOND TITHE ON ITS ACCOUNT, HE DESIGNATES PRODUCE AS UNCONSECRATED RELYING UPON THEM IN THE ASSUMPTION THAT THEY REMAIN AVAILABLE. “IF THEY GOT LOST, LO, THIS ONE TAKES ACCOUNT OF THE POSSIBILITY THAT THEY WERE LOST ONLY**



**DURING THE PRECEDING TWENTY-FOUR HOURS,” THE WORDS OF R. ELEAZAR B. SHAMMUA.**

1. I:1: What is the definition of the preceding twenty-four hours?

**B. “IF THEY GOT LOST, LO, THIS ONE TAKES ACCOUNT OF THE POSSIBILITY THAT THEY WERE LOST ONLY DURING THE PRECEDING TWENTY-FOUR HOURS,” THE WORDS OF R. ELEAZAR B. SHAMMUA.**

1. II:1: Said R. Eleazar, “The colleagues of R. Eleazar differed from him, for we have learned in the Mishnah: An immersion pool which was measured and found lacking forty seahs – all things requiring cleanness which were made depending on it – retroactively – whether in private domain or whether in public domain are unclean (M. **Miq. 2:2A-D**).”

**C. R. JUDAH SAYS, “AT THREE SEASONS THEY EXAMINE WINE: AT THE TIME OF THE EAST WIND AFTER THE FESTIVAL OF TABERNACLES/SUKKOT, WHEN THE BERRIES FIRST APPEAR, AND WHEN THE JUICE ENTERS UNRIPE GRAPES.”**

1. III:1: A Tannaite statement: when the east wind blows at the end of the festival in Tishré.

2. III:2: It has been taught on Tannaite authority: R. Judah says, “At three seasons do they sell produce, prior to seed time, at seed time, and two weeks prior to Passover. And at three seasons they sell wine, two weeks prior to Passover, two weeks prior to Pentecost, and two weeks prior to Tabernacles. And oil is sold from Pentecost onward.”

a. III:3: So what’s the upshot?

**D. TOPICAL APPENDIX ON THE WINDS**

b. III:4: “And it came to pass, when the sun arose, that the Lord prepared a sultry east wind” (Jon. 4: 8): What is the sense of the word “sultry”?

c. III:5: “Four winds blow every day, and the north wind with all the others, for if it were not the case that it did so, the world could not stand for a moment. And the south wind is the harshest of them all, and if it were not that the son of the hawk an angel holds it back with its wings, it would destroy the world: “Does the hawk soar by your wisdom and stretch her wings towards the south” (Job. 39:26).”

d. III:6: Raba and R. Nahman bar Isaac were in session. R. Nahman bar Jacob was coming by them enthroned in a gilt carriage, wearing a purple cloak. Raba went to greet him, R. Nahman bar Isaac didn’t go to greet him. He said, “Perhaps he’s a member of the exilarch’s household. Raba needs them, I don’t.” When he saw R. Nahman bar Jacob coming, he showed his arm, saying, “The south wind is blowing.” Said Raba, “This is what Rab said, ‘When this wind blows, a woman miscarries,’ and Samuel said, ‘Even a pearl in the sea rots,’ and R. Yohanan said, ‘Even the semen in a woman’s womb putrefies.’”

### **XXIII. Mishnah-Tractate Gittin 4:1, 4:2A-C**

#### **A. HE WHO SENDS A WRIT OF DIVORCE TO HIS WIFE, AND OVERTAKES THE MESSENGER:**

1. I:1: He who sends a writ of divorce to his wife, and overtakes the messenger: The language that is used is not, overtakes him, but rather, overtakes, meaning, even if this happened without prior planning. So we don't invoke the argument, the husband intends only to torment her for example, by making a special effort to overtake the messenger.

#### **B. ...OR WHO SENT A MESSENGER AFTER HIM, AND SAID TO HIM, "THE WRIT OF DIVORCE WHICH I GAVE YOU IS NULL" – LO, THIS IS NULL.**

1. II:1: What need do I have for this detail?

#### **C. IF THE HUSBAND GOT TO HIS WIFE FIRST:**

1. III:1: What need do I have for this detail?

#### **D. OR IF HE SENT A MESSENGER TO HER AND SAID TO HER, "THE WRIT OF DIVORCE WHICH I SENT TO YOU IS NULL" – LO, THIS IS NULL.**

1. IV:1: What need do I have for this detail?

#### **E. IF THIS TOOK PLACE AFTER THE WRIT OF DIVORCE REACHED HER POSSESSION, HE NO LONGER HAS THE POWER TO ANNUL IT.**

1. V:1: Obviously!

2. V:2: Our rabbis have taught on Tannaite authority: "It is null," "I don't want it" – his words take effect. "It is invalid," "It is not a writ of divorce" – he has said nothing at all.

a. V:3: Gloss of a detail of the foregoing.

3. V:4: Said R. Sheshet, and some say, in a Tannaite statement it has been repeated, "If someone said, 'This writ of divorce will not count, '...will not release her,' '...will not part,' '...will not dismiss,' 'Let it be a potsherd,' 'Let it be like a potsherd' – his statement is effective. If he said, 'It doesn't count,' '...will not release her,' '...will not part,' '...will not dismiss,' '...is a potsherd,' '...is like a potsherd' – his statement is null." In the latter formulations, he has not specified the writ of divorce.

4. V:5: The question was raised: "What about the language, 'Behold, it is a potsherd'?"

5. V:6: What is the rule on his using the same writ to effect a divorce? May he do so or may he not do so? R. Nahman said, "He may go and use it for a writ of divorce." R. Sheshet said, "He may not go and use it for a writ of divorce."

#### **F. AT FIRST THE HUSBAND WOULD SET UP A COURT IN SOME OTHER PLACE AND ANNUL IT. RABBAN GAMALIEL ORDAINED THAT PEOPLE SHOULD NOT DO SO,**

1. VI:1: It has been stated: How many people must be present when he nullifies it? R. Nahman said, "In front of two." R. Sheshet said, "In front of three – the

Mishnah paragraph speaks of a court which must be three persons.” And R. Nahman said, “In front of two, because people also call two persons a court.”

a. VI:2: Said R. Nahman, “On what basis do I make such a statement? Because we have learned in the Mishnah: This is the substance of the prosbol: ‘I declare to you, Messrs. X and Y, judges in such-and-such a place, that every debt which I have which is owed to me I may collect the money owed me anytime I wish.’ And the judges sign below or the witnesses (M. **Shebi. 10:4A-B**).” Here two suffice to be called a court.

#### **G. FOR THE GOOD ORDER OF THE WORLD.**

1. VII:1: What’s the meaning of for the good order of the world?

2. VII:2: Our rabbis have taught on Tannaite authority: “If a husband nullified a writ of divorce that he has issued, it is null,” the words of Rabbi. Rabban Simeon b. Gamaliel says, “He cannot either nullify it or add anything to what is stipulated in it, for otherwise what power does the court have” which ordained that there may be no stipulations or annulments of writs of divorce!

3. VII:3: Our rabbis have taught on Tannaite authority: “If someone said to ten persons, ‘Write a writ of divorce for my wife,’ he has the power to nullify the instructions given to this group in the absence of the other group,” the words of Rabbi. Rabban Simeon b. Gamaliel says, “He can nullify the instructions to the one only in the presence of the other as well” (cf. T. **Git. 3:H-I**).

a. VII:4: The question was raised: If he said, “All of you write,” what is the rule? Do we say that Rabban Simeon b. Gamaliel maintains that if part of evidence has been nullified, the whole of it is thereby null, and in the case of these, since he used the language, “all of you,” they cannot write the writ of divorce and hand it over without these two? Or perhaps the operative consideration in the mind of Rabban Simeon b. Gamaliel is that he maintains that something that is done in the presence of ten persons can be undone only in the presence of ten persons. Therefore even if he used the language, “all of you,” he can nullify his order only when they are all present?

I. VII:5: Further analysis.

A. VII:6: Case.

B. VII:7: As above.

C. VII:8: As above.

1. I:9: Decided law.

### **XXIV. Mishnah-Tractate Gittin 4:2D-F**

**A. AT FIRST HE USED TO CHANGE HIS NAME AND HER NAME, THE NAME OF HIS TOWN AND THE NAME OF HER TOWN I.E., TO GIVE AN ADOPTED NAME. AND RABBAN GAMALIEL ORDAINED THAT ONE SHOULD WRITE, “MR. SO-AND-SO, AND WHATEVER ALIAS HE HAS,” “MRS. SO-AND-SO, AND WHATEVER ALIAS SHE HAS,” FOR THE GOOD ORDER OF THE WORLD.**

1. I:1: Said R. Judah said Samuel, “People from overseas sent word to Rabban Gamaliel, ‘Men coming here from the Land of Israel, one called Joseph but known here as Yohanan, or called Yohanan but known here as Joseph – how are they to issue writs of divorce for their wives?’ Rabban Gamaliel went and Rabban Gamaliel ordained that one should write, ‘Mr. So-and-so, and whatever alias he has,’ ‘Mrs. So-and-so, and whatever alias she has,’ for the good order of the world.”

a. I:2: Case.

## **XXV. Mishnah-Tractate Gittin 4:3**

### **A. A WIDOW COLLECTS HER MARRIAGE CONTRACT FROM THE ESTATE OF THE ORPHANS ONLY BY MEANS OF AN OATH.**

1. I:1: A widow collects her marriage contract from the estate of the orphans only by means of an oath: Why refer in particular to a widow? The same is the case for anybody, since it is an established fact for us that he who seeks to recover a debt from an estate is to be paid only if he takes an oath!

### **B THEY HELD BACK FROM IMPOSING THE OATH ON HER.**

1. II:1: How come? Should we say that it is because of what R. Kahana said, and some say, said R. Judah said Rab, “There was a case of someone who in a time of famine deposited a golden denar with a widow, and she left it in a jar of flour and then baked the flour into bread and gave it to a poor man. Some time later the owner of the denar came and said to her, ‘Give me my denar.’ She said to him, ‘May a deadly poison make way over one of my sons if I have derived benefit from your denar in any way at all.’ They say that it was not a long time before one of her sons died. Now when sages heard about the matter, they said, ‘Now, if someone takes an oath in truth matters turn out that way, if one takes an oath in falsehood, how much the more so!’” That is why people don’t like to take oaths.

2. II:2: Said R. Judah said R. Jeremiah bar Abba, “Both Rab and Samuel say, ‘That rule applies only if the oath would be one imposed by the court. But outside of a court, they do impose an oath on her.’”

a. II:3: Case.

b. II:4: Case.

c. II:5: Further gloss of II:2.

### **C. RABBAN GAMALIEL THE ELDER ORDAINED THAT SHE SHOULD TAKE ANY VOW THE HEIRS WANTED AND COLLECT HER MARRIAGE CONTRACT.**

1. III:1: Said R. Huna, “That rule applies only if she did not remarry, but if she has remarried, she cannot take a vow.”

2. III:2: The question was raised: When someone seeks an abrogation of a vow, is it necessary to spell out the details of the vow, or is it not necessary to do so? R. Nahman said, “It is not necessary to spell out the details of the vow.” R. Pappa said, “It is necessary to do so.”

#### **D. THE WITNESSES SIGN THE WRIT OF DIVORCE, FOR THE GOOD ORDER OF THE WORLD.**

1. IV:1: ...for the good order of the world?! It derives from the Torah itself! For it is written, "...and sign the deeds and seal them" (Jer. 32:44)!

a. IV:2: And isn't signing one's mark sufficient? Do the witnesses have to write out the whole name? Lo, Rab would draw a fish, R. Hanina, a palm branch, R. Hisda would mark with an S, R. Hoshayya with an Ayin, Rabbah b. R. Huna would draw a sail!

#### **E. HILLEL THE ELDER ORDAINED THE PROSBOL, FOR THE GOOD ORDER OF THE WORLD.**

1. V:1: We have learned in the Mishnah there: A loan against which a prosbol has been written is not cancelled by the Sabbatical Year. This is one of the things which Hillel the Elder ordained. When he saw that people refrained from lending one another money on the eve of the Sabbatical Year and thereby transgressed that which is written in the Torah, "Beware lest you harbor the base thought ...and so you are mean to your kinsman and give him nothing" (Deu. 15: 9), Hillel ordained the prosbol whereby the court, on behalf of the creditor, may collect unpaid debts otherwise cancelled by the Sabbatical Year (M. **Shebi. 10:3**). This is the substance of the prosbol: "I declare to you, Messrs. X and Y, judges in such-and-such a place, that every debt which I have which is owed to me I may collect the money owed me anytime I wish." And the judges sign below or the witnesses (M. **Shebi. 10:4**). Well, now, is there the possibility that, on the basis of the law of the Torah, the Seventh Year would release a debt, but Hillel then could ordain that such a debt could not be released?

2. V:2: The question was raised: When Hillel ordained the prosbol, did he do it for his own generation only, or for future generations as well?

a. V:3: The question was raised: Is the meaning of the word translated "presumption" actually that, or is the meaning of the word merely "convenience"?

3. V:4: Our rabbis have taught on Tannaite authority: Those who accept insults using the word translated presumption but do not inflict them, hear themselves reviled and don't reply, carry out religious duties out of love, accept suffering with joy – of these, Scripture says, "And they that love him are like the sun when he goes forth in his might" (Jud. 5:31).

4. V:5: What is the meaning of the word prosbol?

5. V:6: Said Raba to someone who spoke a foreign language, "What is the meaning of the word prosbol?"

6. V:7: Said R. Judah said Samuel, "Orphans do not require a prosbol to prevent the remission of debts owing to them, the court acting as their agency," and so did Rammi bar Hama repeat as a Tannaite rule, "Orphans do not require a prosbol to prevent the remission of debts owing to them, the court acting as their agency for Rabban Gamaliel and his court serve as the fathers of all orphans.

7. V:8: We have learned in the Mishnah passage: They write a prosbol only against real estate in cases in which the debtor owns real estate. If the debtor has none, the creditor transfers to the debtor some trivial amount of property from his field and then a prosbol is written (M. **Shebi. 10:6A-C**). So how much is “some trivial amount of property”?

8. V:9: Our rabbis have taught on Tannaite authority: If the debtor has no land but someone who serves as his security does, then a prosbol may be written out for him on the strength of the latter. If neither he nor the man who serves as his security has land, but someone who owes him money does, a prosbol may be written out for him.

9. V:10: We have learned in the Mishnah passage: The Sabbatical Year cancels a loan which is secured by a bond and a loan which is not secured by a bond (M. **Shebi. 10:1**). Both Rab and Samuel say, “The meaning of a loan which is secured by a bond is, the debtor has given a lien on his property for the debt, and the meaning of “and a loan which is not secured by a bond” is, the debtor has not given a lien on his property for the debt. And all the more so, the Seventh Year releases a debt that is based merely on a verbal agreement.” R. Yohanan and R. Simeon b. Laqish both say, “The meaning of a loan which is secured by a bond is, the debtor has not given a lien on his property for the debt, and the meaning of and a loan which is not secured by a bond is, a debt that is based on a verbal agreement. But in the case of a bond on which the debtor has given a lien on his property, the Seventh Year would not release such a debt.”

a. V:11: Story.

10. V:12: We have learned in the Mishnah there: One who loans money in exchange for security and one who hands over his bonds for collection to a court – these loans are not cancelled by the Sabbatical Year (M. **Shebi. 10:2H-I**). Now there is no problem understanding why that should be the case for one who hands over to a court his bonds for collection. In that case, the court takes possession of the debtor’s property. But why should that be the case with a loan given on a pledge?

11. V:13: We have learned in the Mishnah there: One who repays a debt cancelled by the Sabbatical Year – the creditor must nevertheless say to him, “I cancel the debt.” If the debtor then said to him, “Even so I will repay it,” he must accept it from him, as it is written, “And this is the word of remission of debts” (Deu. 15: 2). That is, the creditor must renounce the debt verbally (M. **Shebi. 10:8A-E**). Raba said, “The creditor may restrain him until he makes that statement.” Objected Abbaye, “But the passage states: When he gives him the money, he should not say to him, ‘It is for my debt that I am giving this to you,’ but he says to him, ‘It’s mine, but I’m giving it to you as a gift.’”

a. V:14: Story.

12. V:15: Said R. Judah said R. Nahman, “A person is believed to make the claim, ‘I had a prosbol, but I lost it.’ How come? Since it was rabbis who ordained the prosbol, someone would not neglect what is permitted and consume what is forbidden. He did what he said he had done.”

## XXVI. Mishnah-Tractate Gittin 4:4A-D

**A. A SLAVE WHO WAS TAKEN CAPTIVE, AND THEY REDEEMED HIM – IF AS A SLAVE, HE IS TO BE KEPT AS A SLAVE; IF A FREEMAN, HE IS NOT TO BE ENSLAVED. RABBAN SIMEON B. GAMALIEL SAYS, “ONE WAY OR THE OTHER, HE IS TO BE ENSLAVED.”**

**1. I:1:** With what situation do we deal? Should we say that the ransom was paid prior to the slave owner's despairing of recovering the slave? Then, even if he is a free man, why shouldn't he revert to slavery since, whatever the stipulation, the slave remains the property of the master until he alienates that property! But should we say that it was after the owner had despaired of getting the slave back? Then even if ransomed as a slave, why should he go back to slavery the owner having alienated the property by his despair?

**a. I:2:** Extension of the foregoing analysis.

**2. I:3:** Said R. Shemen bar Abba said R. Yohanan, “A slave who escaped from prison has gone forth to freedom. And not only so, but they force his master to write a writ of emancipation for him.”

**a. I:4:** Case: A slave girl of Mar Samuel was kidnapped. Others redeemed her as a slave and sent her to him. They sent him word, “We accord with the position of Rabban Simeon b. Gamaliel. As for you, even if you accord with the position of rabbis, take her back because we have after all ransomed her as a slave.” Now they wrote along these lines in the assumption that this was prior to his despairing of getting her back, but that was not the case, it was after he had despaired of getting her back. Samuel not only did not reenslave her, he even did not require her to get a writ of emancipation.

**b. I:5:** Case. A slave girl of R. Abba bar Zutra was kidnapped. A Palmyrean redeemed her as his wife. They sent word to R. Abba, “If you do the right thing, send her a writ of emancipation.”

**c. I:6:** Case. There was a slave girl in Pumbedita with whom men would do forbidden things. Said Abbaye, “If it were not for what R. Judah said Samuel said, ‘Whoever frees his slave violates a positive commandment,’ I would force the owner to write her a writ of emancipation.”

**l. I:7:** Gloss of foregoing: Reverting to the body of the foregoing: R. Judah said Samuel said, “Whoever frees his slave violates a positive commandment”: For has not R. Judah said, “Whoever frees his slave violates an affirmative, for it is said, ‘They shall be your slaves for ever’ (Lev. 25:46).”

### **B. TOPICAL APPENDIX ON FREEING SLAVES**

**1. I:8:** Said Rabbah, “For these three reasons householders lose their wealth: for freeing their slaves, for inspecting their property on the Sabbath, and for setting the time for their main Sabbath meal at the time that the schoolhouse is in session.”



**2. I:9:** Said Rabbah said Rab, “He who declares his slave to be consecrated to the Temple – the slave has gone forth to freedom.” And R. Joseph said Rab said, “He who declares his slave to be ownerless property – the slave has gone forth to freedom.”

**a. I:10:** The question was raised: Under these conditions, does the slave require a writ of emancipation, or does he not require a writ of emancipation?

**b. I:11:** When R. Hiyya bar Joseph came up, he reported this statement of Rab “He who declares his slave to be ownerless property – the slave has gone forth to freedom” before R. Yohanan. He said to him, “Did Rab really say this? But didn’t R. Yohanan say this? For didn’t Ulla say R. Yohanan said, ‘He who declares his slave to be ownerless property – the slave has gone forth to freedom, and he requires a writ of emancipation’!”

**I. I:12:** Reverting to the body of the foregoing: Said Ulla said R. Yohanan, “He who declares his slave to be ownerless property – the slave has gone forth to freedom, and he requires a writ of emancipation.” R. Abba objected to Ulla: “A proselyte who died, and Israelites grabbed his property, and among them were slaves, whether adult or minor, the slaves have acquired title to themselves as free persons. Abba Saul says, ‘The adults have acquired title to themselves as free persons, but the minors – whoever takes hold of them has acquired title to them.’ And now, who has written a writ of emancipation for these!?”

**A. I:13:** Decided law.

**1. I:14:** Gloss of the foregoing.

**a. I:15:** As above.

**3. I:16:** Said R. Hanina said R. Ashi said Rabbi, “A slave who, in the presence of his master, has married a free woman has gone forth to freedom.” Said to him R. Yohanan, “Do you really have in hand such a tradition? But I repeat it as follows: He who writes out a writ of betrothal for his slave girl – R. Meir says, ‘She is betrothed.’ And sages say, ‘She is not betrothed.’”

**4. I:17:** Said R. Joshua b. Levi, “A slave who in the presence of his master put on phylacteries has gone forth to freedom.”

**5. I:18:** When R. Dimi came, he said R. Yohanan said, “He who when he was dying said, ‘Miss So-and-so, my slave girl, is not to be subjugated after my death’ – they require the heirs to write her a writ of emancipation.”

**6. I:19:** Said Amemar, “He who declares his slave ownerless – that slave has no remedy in respect to marriage. How come? He has not acquired title to himself, but he still is subject to the prohibition in respect to marrying an Israelite, until he gets a writ of emancipation, and this remission the owner cannot now assign to him.”

**a. I:20:** Case.

**b. I:21:** Case.



7. I:22: Our rabbis have taught on Tannaite authority: He who says, “I have made Mr. So-and-so, my slave, a free man,” “He is made a free man,” “Lo, he is a free man” – lo, he is a free man. If he said, “I shall make him a free man” – Rabbi says, “He has acquired title to himself.” And sages say, “He has not acquired title to himself.”

8. I:23: Our rabbis have taught on Tannaite authority: He who says, “I have given such-and-such a field to So-and-so,” “It is given to So-and-so,” “Lo, it belongs to him” – lo, it belongs to him. “I shall give it to him” – R. Meir says, “He has acquired title.” And sages say, “He has not acquired title.”

9. I:24: Our rabbis have taught on Tannaite authority: He who says, “I have made my slave a free man,” and the slave says, “He has not made me a free man” – we take account of the possibility that the owner has conferred upon the slave a benefit through a third party. If the owner said, “I wrote out and gave him a writ of emancipation,” and he says, “He did not write out such a document for me, nor has he given it to me” – the admission of a litigant is equivalent to a hundred witnesses. He who says, “I have given such-and-such a field to So-and-so,” and he says, “He never gave it to me,” we take account of the possibility that the owner has conferred upon the man the title through a third party. If the owner said, “I wrote out and gave him a deed of donation,” and he says, “He did not write out such a document for me, nor has he given it to me” – the admission of a litigant is equivalent to a hundred witnesses.

## **XXVII. Mishnah-Tractate Gittin 4:4E-I**

**A. A SLAVE WHO WAS MADE OVER AS SECURITY FOR A DEBT BY HIS MASTER TO OTHERS AND WHOM THE MASTER THEN FREED – LEGALLY, THE SLAVE IS NOT LIABLE FOR ANYTHING. BUT FOR THE GOOD ORDER OF THE WORLD, THEY FORCE HIS MASTER TO FREE HIM. AND HE THE SLAVE WRITES A BOND FOR HIS PURCHASE PRICE. RABBAN SIMEON B. GAMALIEL SAYS, “ONLY HE WRITES A BOND WHO FREES HIM.”**

1. I:1: A slave who was made over as security for a debt by his master to others and whom the master then freed: So who freed him? Said Rab, “His first master. In strict law, the slave then does not owe anything to the second master.” But for the good order of the world, they force his master to free him: Lest he find him in the market and say to him, “You are my slave,” they force his second master to free him. And the slave writes a bond for his purchase price. Rabban Simeon b. Gamaliel says: “The slave is not the one who writes the bond, but the one who frees the slave writes the bond.”

2. I:2: It has been stated: He who assigns his field as a security for a debt he owes to another, and the river flooded the field – Ammi the Handsome Shapir Naeh said R. Yohanan said, “The creditor cannot collect the debt from other property owned by the debtor.” And the father of Samuel said, “He may collect the debt from other property owned by the debtor.”

**a. I:3: Tannaite recapitulation.**

**b. I:4:** As above: It has further been taught on Tannaite authority: He who assigns his field as a security for a debt to a creditor, or for payment of a woman's marriage settlement, they may recover from other property that he may own. Rabban Simeon b. Gamaliel says, "A creditor may collect from other property that he may own. A woman may not collect from other property that he may own, for a woman does not commonly go running to court to get a court order for seizing other property."

## **XXVIII. Mishnah-Tractate Gittin 4:5**

**A. "HE WHO IS HALF-SLAVE AND HALF-FREE WORKS FOR HIS MASTER ONE DAY AND FOR HIMSELF ONE DAY," THE WORDS OF THE HOUSE OF HILLEL. SAID TO THEM THE HOUSE OF SHAMMAI, "YOU HAVE TAKEN GOOD CARE OF HIS MASTER, BUT OF HIMSELF YOU HAVE NOT TAKEN CARE.**

**1. I:1:** Our rabbis taught on Tannaite authority: He who frees his slave to the extent of half – Rabbi says, "The slave acquires title to the whole of himself." And sages say, "He has not acquired title to himself."

**a. I:2:** Said Rabbah, "The dispute concerns a case in which the master has written out a writ of emancipation. For Rabbi takes the view that the language, 'And she be not at all redeemed, nor freedom given her' (Lev. 19:20), establishes a verbal analogy, such that we apply the same rule to a document as to money. Just as with money, the slave can acquire half of himself or the whole of himself, so with a writ, he can acquire either half or the whole of himself. And rabbis establish a verbal analogy based on the occurrence of the word 'to her' in respect to both a female slave and a divorced wife. Just as a woman cannot be half-divorced, so a slave also cannot be half-freed. But as to the matter of money, both parties concur that he may acquire himself."

**b. I:3:** Said Rabbah, "The dispute between Rabbi and rabbis deals with a case in which the master has freed half the slave and left the other half to himself, but if he freed half of him and sold the other half, or if he gave the other half as a gift, since the entirety of the ownership of the slave has left the original owner's hands, all parties concur that the owner has acquired title to himself."

**i. I:4:** Gloss.

**B. TO MARRY A SLAVE GIRL IS NOT POSSIBLE, FOR HALF OF HIM AFTER ALL IS FREE. TO MARRY A FREE WOMAN IS NOT POSSIBLE, FOR HALF OF HIM AFTER ALL IS A SLAVE. SHALL HE REFRAIN? BUT WAS NOT THE WORLD MADE ONLY FOR PROCREATION, AS IT IS SAID, 'HE CREATED IT NOT A WASTE, HE FORMED IT TO BE INHABITED' (ISA. 45:18)? BUT: FOR THE GOOD ORDER OF THE WORLD, THEY FORCE HIS MASTER TO FREE HIM. AND HE THE SLAVE WRITES HIM A BOND COVERING HALF HIS VALUE." AND THE HOUSE OF HILLEL REVERTED TO TEACH IN ACCORD WITH THE OPINION OF THE HOUSE OF SHAMMAI.**

**1. II:1:** To marry a slave girl is not possible, for half of him after all is free. To marry a free woman is not possible, for half of him after all is a slave: If an ox

gored him, if it is on a day on which he belongs to the master, the compensation is assigned to the master, and if it is on the day when he belongs to himself, it goes to himself. So then, on a day on which he belongs to his master, let him marry a slave girl, and on a day on which he belongs to himself, let him marry a free woman!

**2. II:2:** The question was raised: If an emancipated slave who has not yet received his writ of emancipation – if he is killed by a goring ox, is a fine to be paid for him or is that not the case? Scripture has said, “Thirty sheqels of silver he shall give to his master” (Exo. 21:32), and this is not his master any more, or perhaps, since the issuance of a writ of emancipation is still lacking, we classify the owner as his master?

**3. II:3:** The question was raised: If an emancipated slave has not yet received his writ of emancipation, may he eat food in the status of priestly rations, or may he not eat food in the status of priestly rations? Scripture has said, “Such food may be eaten by one who is bought by his money” (Lev. 22:11), and this one is no longer in the status of one bought by his money, or perhaps, since he still has not yet received a writ of emancipation, he remains in the category of one who has been bought by his money?

**4. II:4:** The question was raised: If a slave sold by his master with respect only to the fine that is owing to him if the slave is gored to death – is he deemed sold or not sold? The question is to be addressed to R. Meir, and also to rabbis. It is a question for R. Meir, for R. Meir took the position that he did, that someone may assign title to something that is not yet in existence, only in the case of produce of a date tree, which after all is reasonably expected to come into existence later on, but in this case, who knows for sure that the slave will ever be gored? And even if he is gored, how do you know that the owner ever will actually pay off? Maybe he will concede the matter and exempt himself from having to pay a fine. And it also is a question facing rabbis vis-à-vis R. Meir, for rabbis in that context may take the position that they do, namely, that someone may not assign title to something that is not yet in existence, only in the case of produce of a date tree, which after all is not now producing the dates. But here, you’ve got the ox and you’ve got the slave. So what is the rule?

**5. II:5:** The question was raised: One who was half-slave and half-free who betrothed a free woman – what is the law? If you should propose to invoke the rule, an Israelite man who said to an Israelite woman, “Be betrothed by half,” she is betrothed, that is because she is wholly suitable for the entirety of the man himself. But in this case, she is not suitable for the whole of him but only for his free half. And if you should propose to invoke the rule, an Israelite man who betrothed half of a woman – she is not betrothed, that is because he has omitted something from his act of acquisition, but lo, the slave has omitted nothing from his act of acquisition. So what is the rule?

**6. II:6:** Said Raba, “Just as he who betroths a half of a woman – she is not betrothed, so if she was half-slave and half-free who was betrothed – an act of betrothal carried out with her is null.”

7. II:7: Expounded Rabbah bar R. Huna, “Just as he who betroths a half of a woman – she is not betrothed, so if she was half-slave and half-free who was betrothed, she is not betrothed.”

8. II:8: Said R. Sheshet, “Just as he who betroths a half of a woman – she is not betrothed, so if she was half-slave and half-free who was betrothed, an act of betrothal with her is null. And if someone should murmur to you, ‘Who is a designated bondwoman (M. **Ker. 2:5A**) Lev. 19:20? In Aqiba’s definition, it is one who was half-slave and half-free betrothed to a Hebrew slave,’ which shows that she can be betrothed, say to him, ‘Turn to R. Ishmael, who says, “Scripture speaks of a Canaanite slave girl, who has been betrothed to a Hebrew slave.”’ Now can a Canaanite slave girl become betrothed? Obviously not, so by ‘betrothed’ what R. Ishmael means is, ‘assigned to.’ Here, too, the sense of ‘betrothed’ is merely ‘assigned to.’”

9. II:9: Said R. Hisda, “A woman half-slave and half-free who was betrothed to Reuben and freed, and then who went and was betrothed to Simeon, and both died without heirs, enters into a levirate marriage with a Levite. And we do not classify her as a widow of two husbands the second of whom has betrothed her but died. For what are the alternatives here? If the act of betrothal with Reuben was valid, then the act of betrothal of Simeon was null, and if the act of betrothal of Simeon was valid, then the act of betrothal of Reuben is null.”

10. II:10: It has been stated: A woman half-slave and half-free who was betrothed to Reuben and then freed, and then went and was betrothed to Simeon – R. Joseph bar Hama said R. Nahman said, “The first act of betrothal is treated as having been dispatched.” R. Zira said R. Nahman said, “The first act of betrothal is treated as confirmed.”

11. II:11: Said R. Huna bar Qattina said R. Isaac, “There was a case in which a woman came, who was half-slave and half-free, and they forced the master to free her.”

## **XXIX. Mishnah-Tractate Gittin 4:6A-C**

### **A. HE WHO SELLS HIS SLAVES TO A GENTILE:**

1. I:1: Our rabbis have taught on Tannaite authority: He who sells his slave to gentiles – the slave has come forth to freedom, but he requires a writ of emancipation from his first master. Said Rabban Simeon b. Gamaliel, “Under what circumstances? If he did not write out a deed of sale for him, but if he wrote out a deed of sale for him, this constitutes his act of emancipation” (T. **A.Z. 3:16A-C**).

a. I:2: Gloss: What is a deed of sale?

2. I:3: Our rabbis have taught on Tannaite authority: If someone borrowed money from a gentile using his slave as his pledge, once the gentile has fixed on the slave the mark of his right of ownership, the slave has gone forth to freedom.

a. I:4: What is the mark of his right of ownership?

**3. I:5:** Our rabbis have taught on Tannaite authority: If a gentile seized a slave in payment of a debt owing to him, or if a land grabber seized him, he has not gone forth to freedom.

**a. I:6:** Now, if a gentile seized a slave in payment of a debt owing to him, doesn't he go forth to freedom? And by way of objection: If the royal administration seized a person's grain in the granary, if it was on account of a debt that he owed, he has to tithe the grain this is then a kind of sale, but if it was on account of a missed installment payment, he is exempt from having to tithe!

**I. I:7:** Gloss.

**4. I:8:** R. Jeremiah raised the question, "If he sold him for thirty days, what is the law?"

**5. I:9:** If he sold him for anything but work, what is the law? If he sold him for any purpose except for the violation of the commandments, what is the law? If he sold him for work anytime except for the Sabbath and festivals, what is the law? If he sold him to a resident alien or to an Israelite apostate, what is the law? If he sold him to a Samaritan, what is the law?

**6. I:10:** This question was addressed to R. Ammi: "A slave who threw himself into the power of marauders, and his master cannot retrieve him either by Israelite or by gentile law – what is the rule as to his taking payment for him if it is offered?"

**7. I:11:** Said R. Joshua b. Levi, "He who sells his slave to a gentile – they impose upon him an extrajudicial penalty of up to a hundred times his value" in that the seller may have to spend that amount of money to get the slave back from the gentile.

**8. I:12:** R. Jeremiah raised this question to R. Assi: "If one sold his slave and died, what is the rule on imposing a sanction on his son after him? If you should propose to cite the rule, if one slit the ear of a firstling and then died, sages have imposed a sanction on his son after him and likewise here, that is because he has violated a prohibition deriving from the Torah, while here, it is a prohibition deriving from the authority of rabbis. And if you should invoke as the pertinent parallel the rule that, if someone planned to do some work during the intermediate days of the festival for example, cut the grapes of his vineyard, since if he did not work on the intermediate days, he would suffer a loss, so the work is permitted, but if he deliberately planned for the work to be done during those days though he could have done it earlier, the work is forbidden, and then he died, sages did not impose a sanction on his son after him, the reason is that it was not the son who performed a forbidden action. Here what is the rule? The man himself did sages subject to a sanction, and lo, he is no longer alive, or perhaps it was the man's property that was subjected to the sanction by rabbis, and lo, it is there to be penalized?"

**B. OR TO SOMEONE WHO LIVES ABROAD – HE THE SLAVE HAS GONE FORTH A FREE MAN.**

**1. II:1:** Or to someone who lives abroad: Our rabbis have taught on Tannaite authority: He who sells his slave overseas – the slave has gone forth to freedom,

but requires a writ of emancipation from his second master. Rabban Simeon b. Gamaliel says, “On some occasions he goes forth to freedom, and on some occasions he does not go forth. How so? If the master says, ‘As to Mr. So-and-so, my slave, I have sold him to Mr. Such-and-such of Antioch,’ he has not gone forth to freedom. If he said, ‘To an Antiochian in Antiochian,’ he does go forth to freedom” (T. **A.Z. 3:18**).

**2. II:2:** R. Jeremiah raised this question: “A Babylonian who married a woman in the Land of Israel, and the latter brought into the marriage slave boys and slave girls, and he plans to return home, what is the law? That question is to be addressed to him who maintains that the husband has the right in the case of a divorce, to make a money payment in exchange for the original property, and the question is to be asked from the perspective of him who maintains that the wife has the right to recover the original property, not the money payment stipulated as the value of the property. The question is to be asked from the perspective of him who maintains that the wife has the right to recover the original property, not the money payment stipulated as the value of the property, in the following terms: Since she has the right to demand the return of the property itself, the property is classified as belonging to her, or perhaps, since the property has been indentured to the husband as to the usufruct, it is as though it belongs to him. And, so, too, the question is to be asked from the perspective of him who maintains that the wife has the right to recover the original property, not the money payment stipulated as the value of the property, so, since he has the right to substitute a money payment, the property is as though it belongs to him; or perhaps, since he does not acquire title to it, it is as though it belonged to her.”

**3. II:3:** Said R. Abbahu, “R. Yohanan repeated to me the following rule: ‘A slave who went forth after his master to Syria, whom the master sold there, has gone forth to freedom.’”

**a. II:4:** Recapitulation of the foregoing matter.

**b. II:5:** Case. There was a slave who escaped from overseas to the Land of Israel. His master came after him. He came before R. Ammi. He said to him, “We shall write a bond for you as to his value, and you write him a writ of emancipation, and if you don’t, then I’ll simply take him away from you.”

**5. II:6:** It has further been taught on Tannaite authority: “You shall not deliver unto his master a bondman” (Deu. 23:16) – Rabbi says, “Scripture speaks of a person who bought a slave on the stipulation that he would manumit him.”

**a. II:7:** Case.

**b. II:8:** Case.

### **XXX. Mishnah-Tractate Gittin 4:6D-H**

**A. THEY DO NOT REDEEM CAPTIVES FOR MORE THAN THEY ARE WORTH, FOR THE GOOD ORDER OF THE WORLD.**

1. I:1: The question was raised: As to the good order of the world, is this on account of the burden on the community, or is this so as not to encourage the bandits to steal more?

**B. AND THEY DO NOT HELP CAPTIVES TO FLEE, FOR THE GOOD ORDER OF THE WORLD. RABBAN SIMEON B. GAMALIEL SAYS, “FOR THE GOOD ORDER OF CAPTIVES.”**

1. II:1: So what difference does the distinction make as to the reason given?

a. II:2: Story.

### **XXXI. Mishnah-Tractate Gittin 4:6I-J**

**A. AND THEY DO NOT PURCHASE SCROLLS, TEFILLIN, OR MEZUZOT FROM GENTILES FOR MORE THAN THEY ARE WORTH, FOR THE GOOD ORDER OF THE WORLD.**

1. I:1: For more than they are worth: Said R. Budayya to R. Ashi, “It is for more than they are worth that they are not to be purchased, lo, for what they are worth they are to be purchased. That bears the implication, a scroll of the Torah that is located in the possession of a gentile – they read in it.”

2. I:2: But maybe it should be hidden away?

3. I:3: A scroll of the Torah that a gentile wrote – one Tannaite statement: It is to be burned. Another Tannaite statement: It is to be hidden away. And yet another Tannaite statement: It may be used for reading.

4. I:4: Our rabbis have taught on Tannaite authority: They may go above the true value to the extent of a tropaic.

a. I:5: Story.

### **XXXII. Mishnah-Tractate Gittin 4:7**

**A. HE WHO PUTS HIS WIFE AWAY BECAUSE SHE HAS A BAD NAME SHOULD NOT TAKE HER BACK. IF HE DID SO BECAUSE OF A VOW WHICH SHE HAD MADE, HE SHOULD NOT TAKE HER BACK.**

1. I:1: He who puts his wife away because she has a bad name should not take her back. If he did so because of a vow which she had made, he should not take her back: Said R. Joseph bar Minyumi said R. Nahman, “But that is the case only if he explicitly said to her, ‘I am divorcing you on account of your having a bad name.’ Or: ‘I am divorcing you on account of your vow.’”

**B. R. JUDAH SAYS, “IF IT WAS ON ACCOUNT OF ANY SORT OF VOW**

1. II:1: Said R. Joshua b. Levi, “What is the scriptural basis behind the opinion of R. Judah? It is written, ‘And the children of Israel did not smite them, because the princes of the congregation had sworn to them’ (Jos. 9:18).”

**C. WHICH IS PUBLICLY KNOWN, HE SHOULD NOT TAKE HER BACK. BUT IF IT WAS ON ACCOUNT OF A VOW WHICH IS NOT PUBLICLY KNOWN, HE MAY TAKE HER BACK.”**



1. III:1: How many constitute a public? R. Nahman said, "Three persons." R. Isaac said, "Ten." R. Nahman said, "Three persons": "Days" means two and "many" means three at Lev. 15:25. R. Isaac said, "Ten": It is written "a congregation" at Num. 14:27.

**D. R. MEIR SAYS, "IF IT IS ON ACCOUNT OF ANY SORT OF VOW WHICH REQUIRES THE INVESTIGATION OF A SAGE FOR ITS ABSOLUTION, HE SHOULD NOT TAKE HER BACK. IF IT IS ANY SORT OF VOW WHICH DOES NOT REQUIRE THE INVESTIGATION OF A SAGE, HE MAY TAKE HER BACK." SAID R. ELEAZAR, "THIS LATTER CASE WAS PROHIBITED ONLY BECAUSE OF THE FORMER."**

1. IV:1: It has been taught on Tannaite authority: R. Eliezer says, "A vow requiring a sage's investigation was forbidden only because of a vow that does not."

a. IV:2: What is at stake between them?

**E. SAID R. YOSÉ BAR JUDAH, "M'SH B: IN SIDON A MAN SAID TO HIS WIFE, 'QONAM IF I DO NOT DIVORCE YOU,' AND HE DIVORCED HER.**

1. V:1: What Tannaite statement has been set forth, for which the case in Sidon serves as an illustration or precedent?

2. V:2: What is the meaning of qonam in this context?

**F. BUT SAGES PERMITTED HIM TO TAKE HER BACK:**

1. VI:1: So what else is new!

**G. FOR THE GOOD ORDER OF THE WORLD."**

1. VII:1: So what good order of the world is involved here?

### **XXXIII. Mishnah-Tractate Gittin 4:8**

**A. HE WHO DIVORCES HIS WIFE BECAUSE OF STERILITY – R. JUDAH SAYS, "HE MAY NOT REMARRY HER." AND SAGES SAY, "HE MAY REMARRY HER." IF SHE WAS MARRIED TO SOMEONE ELSE AND HAD CHILDREN BY HIM, AND SHE THEN CLAIMS PAYMENT FOR HER MARRIAGE CONTRACT – SAID R. JUDAH, "THEY SAY TO HER, 'YOUR SILENCE IS BETTER FOR YOU THAN YOUR TALKING.'"**

1. I:1: Does this then bear the implication that R. Judah takes account of the possibility of creating problems for example, for the legitimacy of future offspring, while sages do not take account of that possibility? But lo, we have heard these opinions reversed, for we have learned in the Mishnah: He who puts his wife away because she has a bad name should not take her back. If he did so because of a vow which she had made, he should not take her back. R. Judah says, "If it was on account of any sort of vow which is publicly known, he should not take her back. But if it was on account of a vow which is not publicly known, he may take her back." Therefore it is rabbis who take account of the possibility of creating problems for example, for the legitimacy of future offspring, while R. Judah does not take account of that possibility.

## XXXIV. Mishnah-Tractate Gittin 4:9A-B

**A. HE WHO SELLS HIMSELF AND HIS CHILDREN TO A GENTILE – THEY DO NOT REDEEM HIM, BUT THEY DO REDEEM THE CHILDREN AFTER THEIR FATHER’S DEATH.**

**1. I:1:** Said R. Assi, “But that is the case only if he sold himself and went and did it a second and then a third time.”

**a. I:2:** Case.

**b. I:3:** Case.

**c. I:4:** Case.

## XXXV. Mishnah-Tractate Gittin 4:9C-E

**A. HE WHO SELLS HIS FIELD TO A GENTILE AND AN ISRAELITE PURCHASED IT FROM HIM – THE PURCHASER BRINGS THE FIRST FRUITS, ON ACCOUNT OF THE GOOD ORDER OF THE WORLD.**

**1. I:1:** Said Rabbah, “Even though a gentile has no rights of true possession in the Land of Israel in such wise as to exempt his property from the obligation to separate tithes from the crops, as it is said, ‘For mine is the land’ (Lev. 25:23), meaning, ‘Mine is the sanctity of the land’ even when gentiles own title to it, so tithe is owing from it, nonetheless, a gentile does own title to land in the Land of Israel so that he may dig in it pits, ditches, and caves, in line with the verse, ‘The heavens are the heavens of the Lord, but the earth he gave to sons of man’ (Psa. 115:16).” R. Eleazar says, “Even though a gentile has rights of true possession in the Land of Israel in such wise as to exempt his property from the obligation to separate tithes from the crops, as it is said, ‘The tithe of your grain’ (Deu. 15:23), meaning, not the grain of a gentile, nonetheless, a gentile does not own title to land in the Land of Israel so that he may dig in it pits, ditches, and caves, in line with the verse, ‘The land is the Lord’s’ (Psa. 24: 1).”

**a. I:2:** What is at issue between them?

**b. I:3:** Said Rabbah, “On what basis do I take the position that I do? It is in line with what we have learned in the Mishnah: Gleanings, forgotten sheaves, and peah, designated from a field belonging to a gentile, are subject to the separation of tithes, for the gentile is not required to designate produce for the poor, and so such produce is treated like ordinary produce, unless the gentile had declared them ownerless property which in any case is not subject to the separation of tithes (M. **Pe. 4:9Eff.**). Now how are we to understand this case of his having declared it ownerless property? Should I say that the field belongs to an Israelite, and a gentile has gathered the produce? Then what’s the point of saying, unless the gentile had declared them ownerless property, since it already is in that category? So isn’t it a case in which the field belongs to a gentile, and an Israelite has gathered the produce? The operative consideration is that

he has declared the produce ownerless. So if not, it would have been liable to tithes.”

**2. I:4:** It has been stated: As to the requirement to present the first fruits of a field and to recite the confession in their regard, he who sells only the usufruct of the field to his fellow – R. Yohanan says, “He brings the first fruits and makes the confession.” R. Simeon b. Laqish says, “He brings the produce but he does not make the recitation.”

**a. I:5:** May we say that the following Tannaite dispute is along the same lines?

**b. I:6:** Said R. Joseph, “If R. Yohanan had not taken the position that ownership of the usufruct is tantamount to title to the field, he would not have found a basis for his position in the schoolhouse. For said R. Assi said R. Yohanan, ‘Brothers who have divided up the estate are classified as purchasers and they return to one another their portions in the year of the Jubilee and they divide up the estate after the year of Jubilee.’ Now if it should enter your mind that it is not the case that ownership of the usufruct is not tantamount to title to the field, you would not turn up anyone who can bring first fruits except for a son who inherited a field from an only son right up to the time of Joshua b. Nun” so that the property had never been divided, for as soon as it was divided, it was in effect sold, and no owner capable of bringing first fruits was present again.

**c. I:7:** Said Raba, “Both a verse of Scripture and a Tannaite statement sustain the position of R. Simeon b. Laqish.”

**d. I:8:** Said Abbayye, “We have in hand a tradition that the husband with a case concerning property belonging to his wife has to have authorization from her even though he enjoys the usufruct. That is the case only if the suit does not concern the produce. But if the suit concerns the produce, when laying claim to the produce, he also can lay claim concerning the land itself.”

## **XXXVI. Mishnah-Tractate Gittin 5:1-3**

### **A. AS TO COMPENSATION FOR DAMAGES – THEY PAY OUT OF THE HIGHEST QUALITY OF REAL ESTATE, AND THEY PAY A DEBT OUT OF MIDDLING QUALITY OF REAL ESTATE.**

**1. I:1:** Damages – they pay compensation for them out of the highest quality real estate: Is this really for the good order of the world? In point of fact, the rule derives from the Torah itself, for it is written: “The best of his field and the best of his vineyard he shall pay” (Exo. 22: 4)!

**a. I:2:** Complementary information.

**2. I:3:** Rabina said, “In point of fact, our Mishnah paragraph accords with R. Aqiba, who has said, ‘On the strength of the law of the Torah, we estimate the relative value of property by reference to that of the party responsible for the injury, and the passage further accords with R. Simeon, who expounds the reasons

that govern the law. In context, then, the sense of the passage is to explain the rule, that is, what is the operative consideration that with reference to damages, they pay compensation for them out of the highest quality real estate? It is for the good order of the world.

a. I:4: Gloss.

**B. AND THEY PAY THE MARRIAGE CONTRACT OF A WOMAN OUT OF THE POOREST QUALITY OF REAL ESTATE. R. MEIR SAYS, “ALSO: THE MARRIAGE CONTRACT OF A WOMAN DO THEY PAY OUT OF MIDDLING QUALITY OF REAL ESTATE.”**

1. II:1: Said R. Simeon, “How come they have said, They pay the marriage contract of a woman out of the poorest quality real estate? Because more than a man wants to marry, a woman wants to be married. Another matter: A woman goes forth willy-nilly, but a man expels a woman only willingly.”

2. II:2: And they pay the marriage contract of a woman out of the poorest quality real estate: Said Mar Zutra b. R. Nahman, “We impose this rule only where collection is from the estate, but if it is from the husband himself, it is collected from real property of middling quality.”

3. II:3: It has been stated: As to one who is a pledge for payment of a marriage settlement, all parties concur that he is not obligated to pay since the woman has not actually parted with any property. As to a third party for a loan, all parties concur that he is responsible to cover the defaulted loan. As to a surety for a debt and a third party for the marriage settlement, there is a dispute: There is he who has said that, if the borrower has property, the pledge is held responsible, while if the borrower has no property, he is not held responsible. There is he who maintains that, even though he has not got any property, he is held responsible.

a. II:4: Gloss.

**C. THEY DO NOT EXACT PAYMENT FROM MORTGAGED PROPERTY IN A CASE IN WHICH THERE ALSO IS UNENCUMBERED PROPERTY, EVEN IF IT IS OF THE POOREST QUALITY. THEY EXACT PAYMENT FROM THE PROPERTY OF AN ESTATE “ORPHANS” ONLY FROM THE POOREST QUALITY REAL ESTATE.**

1. III:1: They exact payment from the property of an estate “orphans” only from the poorest quality real estate: Said Mar Zutra b. R. Nahman in the name of R. Nahman, “A bond issued by the deceased father that is brought for payment by an estate – even though written in the bond is a clause that the best land will be handed over in payment for the debt – the bond is paid out only of land of the poorest quality.”

2. III:2: They exact payment from the property of an estate “orphans” only from the poorest quality real estate: R. Ahadeboi bar Ammi raised this question: “As to the orphans of which they have spoken, does this mean minors, or does it include even adults? Did rabbis make this particular enactment only for minor orphans, but not for adults? Or perhaps, since it never entered the mind of the creditor that the debtor would die and leave his property to his estate, there is no consideration in play here of locking the door in the face of borrowers, with the result that the rule pertains also to adult orphans?”

3. III:3: They do not exact payment from mortgaged property in a case in which there also is unencumbered property, even if it is of the poorest quality: R. Ahadeboi bar Ammi raised this question: “What is the rule in respect to a gift? This is a provision that rabbis have enacted on account of the loss that may accrue to purchasers who bought land from a man after he had contracted a debt to a third party, and that would not apply to a gift, where there is no consideration of loss to purchasers of the land, or do we maintain that the same rule pertains even in the case of a gift, for, if the donor had not gotten some sort of benefit, he would never have given the land to him, and therefore the loss of the donee is the same as the loss of the purchaser?”

**D. THEY DO NOT EXACT INDEMNITY FOR PRODUCE CONSUMED “FOOD EATEN BY CATTLE”, OR FOR THE IMPROVEMENTS MADE ON LAND, OR FOR THE MAINTENANCE OF A WIDOW OR DAUGHTERS, FROM MORTGAGED PROPERTY – FOR THE GOOD ORDER OF THE WORLD.**

1. IV:1: What is the operative consideration here?

a. IV:2: Expansion of the foregoing: The question was raised: In the opinion of R. Hanina, is it necessary that for a debt to be collected from property subject to a lien there should be both a fixed sum of money and also the provision should be written into the deed? Or maybe it would suffice if the sum were fixed, even though not written down?

**E. HE WHO FINDS A LOST OBJECT IS NOT SUBJECTED TO AN OATH, FOR THE GOOD ORDER OF THE WORLD.**

1. V:1: Said R. Isaac, “If one party said to another, ‘You found two purses tied together for me,’ and the other party says, ‘I found only one,’ he is required to take an oath. If one said, ‘Two oxen tied together you found for me,’ and the other says, ‘There was only one,’ he is not required to take an oath. How come? Oxen can get free of one another, but purses can’t. ‘Two oxen tied together you found,’ and the other says, ‘I found them but I returned one of them to you,’ lo, this one takes an oath.” But doesn’t R. Isaac affirm the view: He who finds a lost object is not subjected to an oath, for the good order of the world? He rules in accord with R. Eliezer b. Jacob, for it has been taught on Tannaite authority:

**XXXVII. Mishnah-Tractate Gittin 5:4A-F**

**A. ORPHANS WHO BOARDED WITH A HOUSEHOLDER, OR FOR WHOM THEIR FATHER APPOINTED A GUARDIAN – HE WHO PROVIDES FOR THEIR KEEP IS LIABLE TO SEPARATE TITHE FROM THEIR PRODUCE.**

1. I:1: An objection was raised on the strength of the following: “Thus you shall offer” (Num. 18:28) – you, not partners; you, not sharecroppers; you, not guardians; nor one who designates heave-offering for property that is not his own.

a. I:2: Case.

b. I:3: Case.

c. I:4: Case.

d. I:5: Case.

e. I:6: Case.

2. I:7: If purchasers have acquired title by drawing the produce of orphans without paying the money, the decision is in line with the rule of R. Hanilai bar Idi which Samuel said. If the price goes down, then an ordinary person should not have more power than the sanctuary the purchasers cannot nullify the sale, even if the seller was a commoner.

a. I:8: Case.

b. I:9: Case.

## **B. A GUARDIAN WHOM A FATHER OF ORPHANS HAS APPOINTED IS TO BE SUBJECTED TO AN OATH.**

1. II:1: How come?

## **C. IF A COURT APPOINTED HIM, HE IS NOT SUBJECTED TO AN OATH.**

1. III:1: This is an assignment that he has taken on only to serve the court, and if he has to take an oath in that connection, he will hesitate to take the job.

## **D. ABBA SAUL SAYS, “MATTERS ARE REVERSED.”**

1. IV:1: How come?

2. IV:2: It has been taught on Tannaite authority: R. Eliezer b. Jacob says, “Both this party and that party have to take an oath.” And the decided law is in accord with his statement.

## **XXXVIII. Mishnah-Tractate Gittin 5:4G-I**

### **A. HE WHO IMPARTED UNCLEANNESSTO THE CLEAN FOOD OF SOMEONE ELSE, AND HE WHO MIXED HEAVE-OFFERING INTO THE PRODUCE OF SOMEONE ELSE, AND HE WHO MIXED ANOTHER’S WINE WITH LIBATION WINE – IF HE DID SO INADVERTENTLY, HE IS EXEMPT FROM PUNISHMENT. AND IF HE DID SO DELIBERATELY, HE IS LIABLE.**

1. I:1: It has been stated: And he who mixed another’s wine with libation wine – Rab said, “That is meant literally that he made a libation with the wine to a god.” And Samuel said, “He mixed Israelite wine with libation wine.”

2. I:2: Said Hezekiah, “By the law of the Torah, all the same are the one who does such a thing inadvertently and the one who does it deliberately: Each is liable. How come? This falls into the category of damage that is not readily discernible, and damage that is not readily discernible is classified as actionable. So how come they have said that if it is done inadvertently, one is exempt from having to pay compensation? It is so that in such cases people will inform the owner.” And R. Yohanan said, “By the law of the Torah, all the same are the one who does such a thing inadvertently and the one who does it deliberately: Each is exempt from liability. How come? This falls into the category of damage that is not readily discernible, and damage that is not readily discernible is classified as not actionable. So how come they have said that if it is done deliberately, one is liable to having to pay compensation? So that people won’t run around and impart

uncleanness to the foods belonging to others that require preservation in a state of cultic cleanness, thinking, ‘I’m exempt anyhow.’”

a. I:3: May we say that the same issue is what is at stake in the following Tannaite conflict...

b. I:4: Continuation of the foregoing.

I. I:5: Secondary inquiry.

II. I:6: As above.

### **XXXIX. Mishnah-Tractate Gittin 5:4J**

#### **A. AND PRIESTS WHO DELIBERATELY IMPARTED THE STATUS OF REFUSE TO A SACRIFICE IN THE SANCTUARY ARE LIABLE.**

1. I:1: Our rabbis have taught on Tannaite authority: If someone was working with another on foods requiring cleanness and during the work said to him, “The food requiring cleanness that I prepared with you were made unclean,” or if he was working with him in making offerings and said to him, “The offerings that I prepared with you have been given the status of refuse,” he is believed. But if when the work was all done, he said to him, “The foods requiring cleanness that I prepared with you on such-and-such a day were made unclean,” “The offerings that I prepared with you on such-and-such a day were rendered refuse,” he is not believed (T. **Ter. 2:2F-G**).

a. I:2: Case.

b. I:3: As above.

c. I:4: As above.

### **XL. Mishnah-Tractate Gittin 5:5**

#### **A. TESTIFIED R. YOHANAN B. GUDEGGEDAH CONCERNING (1) A DEAF-MUTE, WHOSE FATHER MARRIED HER OFF, THAT IF SHE SHOULD BE DIVORCED, SHE GOES FORTH WITH A WRIT OF DIVORCE:**

1. I:1: Said Raba, “From the testimony of R. Yohanan b. Gudgeda it follows that, if the husband said to witnesses, ‘See, this is a writ of divorce that I am handing over,’ and he said to her, ‘Receive this bond of indebtedness,’ lo, this woman is validly divorced. For has not R. Yohanan b. Gudgeda said that we do not require the woman’s knowledge and consent? So here, too, we do not require her knowledge and consent.”

#### **B. AND (2) CONCERNING A MINOR ISRAELITE GIRL WHO WAS MARRIED TO A PRIEST, THAT SHE EATS HEAVE-OFFERING, AND IF SHE DIED, HER HUSBAND INHERITS HER ESTATE:**

1. II:1: But as to a deaf-mute woman, she cannot eat food in that classification. How come? It is a precautionary decree, lest a deaf-mute priest give a deaf-mute woman food in the status of priestly rations to eat.



**C. AND (3) CONCERNING A STOLEN BEAM WHICH ONE BUILT INTO HIS HOUSE, THAT THE ORIGINAL OWNER COLLECTS ITS VALUE – ON ACCOUNT OF THE GOOD ORDER OF THOSE WHO REPENT:**

1. III:1: Our rabbis have taught on Tannaite authority: If someone stole a beam and built it into a house – the House of Shammai say, “Let him tear down the whole house and return the beam to its owner.” And the House of Hillel say, “The owner has a claim only for the value of the beam alone, on account of the good order of those who repent.”

**D. AND (4) CONCERNING A STOLEN SIN-OFFERING, THAT WAS NOT PUBLICLY KNOWN, THAT IT EFFECTS ATONEMENT – FOR THE GOOD ORDER OF THE ALTAR.**

1. IV:1: Said Ulla, “By the law of the Torah, whether the fact is known or otherwise, the offering does not effect atonement. How come? The owner’s despair of recovering the object and so renunciation of ownership entirely on its own does not transfer title. Then why did sages say, that was not publicly known, that it effects atonement? So that the priests won’t be upset by the experience of eating a secular beast in the holy place.”

## **XLI. Mishnah-Tractate Gittin 5:6**

**A. THE LAW CONCERNING THE USURPING OCCUPANT DID NOT APPLY IN JUDAH IN THE CASE OF THOSE SLAIN IN THE WAR. FROM THE TIME OF THOSE SLAIN IN THE WAR AND THENCEFORWARD THE LAW OF THE USURPING OCCUPANT DID APPLY.**

1. I:1: Well now, if the law concerning the usurping occupant did not apply in Judah in the case of those slain in the war, then from the time of those slain in the war and thenceforward the law of the usurping occupant did apply?! Said R. Judah, “The sense of the statement is, they didn’t enforce the rule of the usurping occupant.”

**B. TOPICAL APPENDIX ON THE WARS AGAINST ROME**

1. I:2: Said R. Yohanan, “What is the meaning of the verse, ‘Happy is the man who fears always, but he who hardens his heart shall fall into mischief’ (Pro. 28:14)? On account of Qamsa and Bar Qamsa Jerusalem was destroyed, on account of a cock and a hen Tur Malka was destroyed, on account of a shaft of leather Betar was destroyed.”

2. I:3: On account of Qamsa and Bar Qamsa Jerusalem was destroyed:

3. I:4: The emperor sent against them Caesar Nero. As he was coming, he shot an arrow to the east and it went and fell on Jerusalem; he shot it to the west, and it came and fell on Jerusalem, and so in the four directions of the heavens, the arrow came and fell on Jerusalem.

4. I:5: He sent against them Caesar Vespasian. He came and besieged Jerusalem for three years. There were in the city three nobles, Naqdimon ben Gurion, Ben Kalba Sabua, and Ben Sisit Hakkeset.

5. I:6: There were zealots biryoni there. Said to them rabbis, “Let’s go out and make peace with them.”

**6. I:7:** Marta bar Beitos was one of the richest women in Jerusalem. She sent for her messenger and said to him, “Go, bring me some fine flour.” But by the time he went, it sold out.

**a. I:8:** Gloss.

**7. I:9:** Continuation of I:6.

**8. I:10:** Abba Siqara was the chief of the zealots in Jerusalem. He was the son of Rabban Yohanan b. Zakkai’s sister. He sent word to him, “Come to me in secret.”

**a. I:11:** Gloss.

**9. I:12:**

Continuation of I:10.

**10. I:13:** It has been taught on Tannaite authority: Said R. Phineas b. Aroba, “I was among the nobles of Rome, and when he died, they split his skull and found in it something like a sparrow that weighed two selas.”

**11. I:14:** Said Abbayye, “We hold in hand a tradition that its beak was made of brass and its talons of iron.”

**12. I:15:** When he died, he said to them, “Burn me and scatter my ashes over the seven seas so that the God of the Jews will not find me and bring me to trial.”

**13. I:16:** Onqelos bar Qalonimos was the son of the sister of Titus. He wanted to convert. He went and raised Titus from the dead through witchcraft. He said to him, “Who is important in that world?” He said to him, “Israel.” “So what about joining them?” He said to him, “Their requirements are many, and you won’t be able to carry them out. Go, attack them in that world, and you will be on top, for it is written, ‘Her adversaries have become the head’ (Lam. 1: 5) – whoever gives distress to Israel is made head.”

**14. I:17:** It has been taught on Tannaite authority: Said R. Eleazar, “Come and take note of how great is the power of humiliation. For lo, the Holy One, blessed be He, sided with Bar Qamsa and on that account destroyed his house and burned his Temple.”

**15. I:18:** On account of a cock and a hen Tur Malka was destroyed:

**16. I:19:** “The Lord has swallowed up all the habitations of Jacob and has not pitied” (Lam. 2: 2): When Rabin came, he said R. Yohanan said, “This refers to the six hundred thousand towns that belonged to king Yannai in the Royal Mountain.” For said R. Judah said R. Assi, “King Yannai had six hundred thousand towns in the Royal Mountain, and in each one of them were as many people as went forth from Egypt, except for three of them, in which dwelt twice the number of those that went forth from Egypt, and these are they: Kefar Bish Bad Town, Kefar Shihelayyim Watercress Town, and Kefar Dikhraya Man Town.”

**17. I:20:** Said a certain Sadducee to R. Hanina, “You people are a bunch of liars.” He said to him, “In regard to the Land it is written, ‘A land of the deer’ (Jer. 3:19) – just as the flayed skin of a deer cannot hold all of its meat, so the Land of Israel, when it is inhabited has plenty of room, but when it is not inhabited, it shrinks.”

**18. I:21:** R. Minyumi bar Hilqiah, R. Hilqiah bar Tubiah, and R. Huna bar Hiyya were in session together. They said, "If there is someone here who has heard anything about Kefar Sikhnayya in Egypt, let him tell it."

**19. I:22:** On account of a shaft of leather, Betar was destroyed:

**20. I:23:** "He has cut off in fierce anger all the horn of Israel" (Lam. 2: 3): Said R. Zira said R. Abbahu said R. Yohanan, "This refers to the eighty thousand battle trumpets that assembled in the city of Betar when they took it, and men, women, and children did they kill in it, until their blood flowed and fell into the Great Sea. And should you say that it was near by, it was in fact a mile away."

**21. I:24:** It has been taught on Tannaite authority: R. Eliezer the Great says, "There are two streams in the Valley of Hands, one of them flows in this direction, the other in that direction, and sages made the estimate that they ran with two parts of water to one of wine."

**22. I:25:** Said R. Hiyya bar Abin said R. Joshua b. Qorha, "A certain elder from the people of Jerusalem told me: 'In this valley Nebuzaradan, chief slaughterer, killed two million one hundred thousand, and in Jerusalem, nine hundred forty thousand on one stone, until their blood went and mixed with that of Zechariah, carrying out the verse, "Blood touches blood" (Hos. 4: 2).'"

**23. I:26:** A Tannaite statement: Naaman was a resident proselyte. Nebuzaradan was a righteous proselyte. Grandsons of Haman studied Torah in Bene Beraq. Grandsons of Sisera taught children in Jerusalem. Grandsons of Sennacherib taught Torah in public And who were they? Shemaiah and Abtalion.

**a. I:27:** Gloss.

**24. I:28:** "The voice is the voice of Jacob, and the hands are the hands of Esau" (Gen. 27:22): "The voice": This refers to Caesar Hadrian, who in Alexandria of Egypt killed six hundred thousand on top of six hundred thousand, twice as many as went forth from Egypt. "The voice of Jacob": This refers to Caesar Vespasian, who in the city of Betar killed four million, and some say, ten times that number. "And the hands are the hands of Esau": This refers to the wicked empire, which destroyed our house, burned our sanctuary, and exiled us from our land.

**25. I:29:** As above.

**26. I:30:** Said R. Judah said Rab, "What is the meaning of the verse of Scripture: 'By the rivers of Babylon there we sat down, yes, we wept when we remembered Zion' (Psa. 137: 1)? This teaches that the Holy One, blessed be He, showed David the destruction of the first Temple and the destruction of the second Temple. "The destruction of the first Temple: 'By the rivers of Babylon there we sat, yes we wept.' "And the destruction of the second Temple: 'O Lord, against the children of Edom, remember the day of Jerusalem, for they said, Destroy it, destroy it, down to the very foundations' (Psa. 137:11)."

**27. I:31:** Said R. Judah said Samuel, and some say, R. Ammi, and some say, in a Tannaite statement it has been taught: "There was the case of four hundred boys and girls, who were taken captive for immoral purposes and realized the purpose for which they were desired. They said to themselves, 'If we drown ourselves in the sea, we shall reach the life of the world to come.'..."

- 28.** I:32: And R. Judah said, "The verse 'Yes, for your sake we are killed all day long, we are counted as sheep for the slaughter' (Psa. 44:23) refers to the woman and her seven sons."
- 29.** I:33: R. Joshua b. Levi said, "The verse 'Yes, for your sake we are killed all day long, we are counted as sheep for the slaughter' (Psa. 44:23) refers to circumcision, which is assigned to the eighth day."
- 30.** I:34: Said Rabbah bar bar Hannah said R. Yohanan, "Forty seahs of phylacteries were found on the heads of those who were killed in Betar."
- 31.** I:35: Said R. Assi, "Forty qabs of brains were found on a single rock."
- 32.** I:36: "You precious sons of Zion, comparable to fine gold" (Lam. 4: 2): What is the meaning of "comparable to fine gold"? Shall I say that they were gilded with fine gold? But didn't a member of the household of R. Shila say, "Two stater-weights of fine gold came down into the world, one to Rome, the other to the rest of the world"? Rather, it means that they would eclipse fine gold by their beauty.
- 33.** I:37: R. Judah said Samuel said in the name of R. Rabban Simeon b. Gamaliel, "What is the meaning of the following verse of Scripture: 'My eye affects my soul, because of all the daughters of my city' (Lam. 3:51)? There were four hundred synagogues in the city of Betar, and in each one, four hundred teachers of children, and each had four hundred students. And when the enemy entered there, they stabbed them with their spears, and when the enemy triumphed, they took them and wrapped them in their scrolls and burned them up in fire."
- 34.** I:38: Our rabbis have taught on Tannaite authority: There was the case of Joshua b. Hananiah, who went to Rome. He was told that there was a boy in prison, kept there for pederasty. He went and saw there a youngster of beautiful eyes, a lovely face, curly locks, who was used for pederasty. He stood by the door to find out his character, reciting to him this verse, "Who gave Jacob for a spoil, and Israel to the robbers" (Isa. 42:24). The boy responded, "Did not the Lord? He against whom we have sinned, and in whose ways they would not walk, neither did they obey his Torah" (Isa. 42:24).
- 35.** I:39: Said R. Judah said Rab, "There was the case of the son and daughter of R. Ishmael b. Elisha who were taken captive by two masters. In a time the two of the masters met in the same place. This one says, 'I have a slave boy, the like of whose beauty is nowhere in the world.' And that one says, 'I have a slave girl, the like of whose beauty is nowhere in the world.'"
- 36.** I:40: Said R. Simeon b. Laqish, "There was the case of a woman, named Safenat daughter of Peniel – Safenat, because everybody looked at her beauty the letters for her name appearing in the word for gaze, the daughter of Peniel, because she was daughter of the high priest who ministered in the inner shrine. One of the conquerors fucked her a whole night. The next day he wrapped her in seven garments and took her out to sell her. Somebody came along who was genuinely ugly. He said to him, 'Show me how pretty she is.' He said to him, 'Idiot! If you want to buy, buy, for there is no beauty like hers in the whole world.' He said to him, 'Nonetheless.' So he took off six of the veils, and she herself tore off the seventh, and then she wallowed in the dust, saying before him,

‘Lord of the world, if you don’t have any pity at all for us, then at least have some regard for the sanctification of your own mighty name!’ For her Jeremiah laments: ‘O daughter of my people, gird yourself with sackcloth and wallow in ashes, make a mourning as for an only child, for the spoiler shall suddenly come upon us’ (Lam. 1:16). What it says is not ‘upon you’ but ‘upon us,’ for the spoiler has come, as it were, upon me and upon you.”

37. I:41: Said R. Judah said Rab, “What is the meaning of the verse, ‘And they oppress a man and his house, even a man and his heritage’ (Jer. 6:26)? There was the case of a man who desired his master’s wife; he was a carpenter’s apprentice. Once his master fell into need of borrowing money. He said to him, ‘Send your wife to me, and I’ll lend the money.’ He sent his wife to him. She stayed with him for three days. The man then took the initiative and came to him. He said to him, ‘My wife, whom I sent to you, where is she?’ He said to him, ‘I sent her off right away, but I heard that the boys had some fun with her on the way....’”

**C. HOW DOES THE LAW APPLY? IF ONE PURCHASED A PROPERTY FIRST FROM THE USURPING OCCUPANT AND THEN WENT AND ALSO PURCHASED IT FROM THE HOUSEHOLDER, HIS PURCHASE IS NULL. IF HE PURCHASED IT FIRST FROM THE HOUSEHOLDER AND THEN WENT AND PURCHASED IT FROM THE USURPING OCCUPANT, HIS PURCHASE IS CONFIRMED. IF A MAN PURCHASED IT FROM A MAN AND THEN PURCHASED IT FROM A WOMAN, HIS PURCHASE IS NULL. IF HE PURCHASED IT FROM A WOMAN AND THEN PURCHASED IT FROM A MAN, HIS PURCHASE IS CONFIRMED.**

1. II:1: Said Rab, “This rule pertains only if the original owner said to the purchaser, ‘Go and occupy the field and acquire title to it.’ But if it was with a deed, the other has acquired title to the field.” Samuel said, “Even if it was with a deed, too, he has not acquired title to the field, unless the original owner gives him a lien on the rest of his property in which case we know for sure that this is a willing transaction and not under duress.”

2. II:2: Our rabbis have taught on Tannaite authority: He who acquired property from a usurping occupant and had the usufruct for three years in the presence of the original owners, and then went and sold it to a third party – the original owners have no claim on the second purchaser.

a. II:3: Gloss.

3. II:4: Our rabbis have taught on Tannaite authority: If a gentile seizes Israelite land by reason of a debt or by reason of an installment payment of a tax that has not been paid, that does not fall under the law of the usurping occupant. As to the collection of the tax itself, they wait for the owner to redeem the field for a period of twelve months (T. **Git. 3:11B-C**).

a. II:5: Gloss.

b. II:6: Gloss.

I. II:7: Case.

**D. THIS IS THE FIRST MISHNAH. THE COURT AFTER THEM RULED: HE WHO PURCHASES A PROPERTY FROM A USURPING OCCUPANT PAYS THE OWNER A FOURTH OF THE VALUE. UNDER WHAT CIRCUMSTANCES? WHEN HE THE**

**ORIGINAL OWNER HAS NOT GOT THE MEANS TO BUY IT. BUT IF HE HAS GOT THE MEANS TO BUY IT, HE TAKES PRECEDENCE OVER ALL OTHER PEOPLE. RABBI CALLED A COURT INTO SESSION AND THEY VOTED THAT IF THE PROPERTY HAD REMAINED IN THE HANDS OF THE USURPING OCCUPANT FOR TWELVE MONTHS, WHOEVER COMES FIRST HAS THE RIGHT TO PURCHASE IT. BUT HE PAYS THE OWNER A QUARTER OF THE VALUE.**

1. III:1: aid Rab, “A quarter in real estate or a quarter in cash.” And Samuel said, “A quarter in real estate, which is equivalent to a third in cash.”

#### **E. TOPICAL APPENDIX ON HOW DECISIONS WERE REACHED**

2. III:2: Said Rab, “I was present at the vote at the household of Rabbi, and it my vote that they took first.

3. III:3: And said Rabbah, son of Raba, and some say, R. Hillel, son of R. Vallas, “From the time of Moses to Rabbi, we do not find the combination of foremost status in learning in Torah and preeminence in worldly greatness joined in a single person.”

### **XLII. Mishnah-Tractate Gittin 5:7**

**A. A DEAF-MUTE MAKES SIGNS AND RECEIVES SIGNS. AND BEN BETERAH SAYS, “HE COMMUNICATES BY MOVEMENTS OF THE MOUTH AND RECEIVES COMMUNICATION BY MOVEMENTS OF THE MOUTH,” IN THE CASE OF MOVABLES.**

1. I:1: Said R. Nahman, “The dispute pertains to movables, but as to writs of divorce, all parties concur that this may be done with gestures.”

**B. AND AS TO LITTLE CHILDREN: THEIR PURCHASE IS VALID AND THEIR SALE IS VALID IN THE CASE OF MOVABLES.**

1. II:1: From what age is that the case?

2. II:2: Why is this the rule?

3. II:3: “And he said to him that was in charge of the wardrobe, bring out the vestments for all the worshippers of Baal” (2Ki. 10:22): What is the wardrobe?

4. II:4: When R. Dimi came, he said R. Yohanan said, “Bonias b. Nonias sent to Rabbi head coverings of fine linen and various other things of fine linen. The first two were folded into the size of a nut and a half, the second two, into the size of a pistachio nut and a half.

5. II:5: Up to what point will an error of a child in selling something for less than true value be permitted?

6. II:6: Abbaye raised the question, “What is the rule governing a gift that a minor may make?”

### **XLIII. Mishnah-Tractate Gittin 5:8**

**A. AND THESE RULES DID THEY STATE IN THE INTERESTS OF PEACE: A PRIEST READS FIRST, AND AFTERWARD A LEVITE, AND AFTERWARD AN ISRAELITE – IN THE INTERESTS OF PEACE.**

1. I:1: What is the scriptural basis for this rule?

2. I:2: Said Abbaye to R. Joseph, "...in the interests of peace!? It derives from the law of the Torah!" He said to him, "It indeed derives from the Torah, but it is also in the interests of peace."

3. I:3: Said Abbaye, "We hold a tradition: If there is no priest present, then the arrangement is annulled."

4. I:4: The Galileans sent word to R. Helbo, "After the priest and Levite, who are called to read?"

5. I:5: The Galileans sent word to R. Helbo, "What is the law about reading in the synagogue in public separate scrolls of the books of the Torah rather than out of one complete scroll of the Pentateuch?"

a. I:6: Supplement to a detail of the foregoing.

b. I:7: Continuation of the foregoing.

c. I:8: As above.

d. I:9: As above.

e. I:10: As above.

**B. THEY PREPARE AN MEAL OF COMMINGLING FOR PURPOSES OF THE SABBATH IN THE HOUSE WHERE IT WAS FIRST PLACED – IN THE INTERESTS OF PEACE.**

1. II:1: On what consideration? Should I say that it is in regard to the honor owing to the owner of the room? Then what about the shofar, which first was kept in the household of R. Judah, then in the household of Rabbah, then in the household of R. Joseph, then in the household of Abbaye, and finally in the household of Raba?

**C. A WELL NEAREST TO THE STREAM IS FILLED FIRST – IN THE INTERESTS OF PEACE.**

1. III:1: It has been stated: Where fields all adjoin a canal – Rab said, "The ones down below draw water first." Samuel said, "The ones up above draw water first." In a case in which the water continues to flow, all parties concur that there is no issue anyhow. Where they differ, it is on whether or not one may dam the canal to water the fields. Samuel said, "The ones up above draw water first": For they say, "We're nearer to the source." Rab said, "The ones down below draw water first": For they say, "The river should be allowed to flow normally."

a. III:2: Gloss.

b. III:3: Case.

c. III:4: Case.

**D. TRAPS FOR WILD BEASTS, FOWL, AND FISH ARE SUBJECT TO THE RULES AGAINST STEALING – IN THE INTERESTS OF PEACE. R. YOSÉ SAYS, "IT IS STEALING BEYOND ANY DOUBT."**

1. IV:1: If the nets that are used are loose or closed, **61A** there is no difference between rabbis and R. Yosé. Where they differ is when fishhooks or traps are used.



**E. SOMETHING FOUND BY A DEAF-MUTE, AN IDIOT, AND A MINOR IS SUBJECT TO THE RULE AGAINST STEALING – IN THE INTERESTS OF PEACE. R. YOSÉ SAYS, “IT IS STEALING BEYOND ANY DOUBT.”**

1. V:1: R. Hisda has said, “It is stealing beyond any doubt so far as Yosé is concerned only on the authority of scribes but not by the law of the Torah. At stake is what, then? Merely the possibility of the court’s removing the object from the possession of the minor.”

**F. A POOR MAN BEATING THE TOP OF AN OLIVE TREE – WHAT IS UNDER IT THE TREE IS SUBJECT TO THE RULE AGAINST STEALING – IN THE INTERESTS OF PEACE. R. YOSÉ SAYS, “IT IS STEALING BEYOND ANY DOUBT.”**

1. VI:1: A Tannaite statement: If the poor man had with his own hands collected the produce and put it on the ground, lo, taking it is stealing beyond any doubt.

a. VI:2: Case.

**G. THEY DO NOT PREVENT POOR GENTILES FROM COLLECTING PRODUCE UNDER THE LAWS OF GLEANINGS, THE FORGOTTEN SHEAF, AND THE CORNER OF THE FIELD – IN THE INTERESTS OF PEACE.**

1. VII:1: Our rabbis have taught on Tannaite authority: They support gentile poor with Israelite poor, and they visit gentile sick with Israelite sick, and they bury gentile dead with Israelite dead, in the interests of peace (cf. T. [Git. 3:13-14](#)).

#### **XLIV. Mishnah-Tractate Gittin 5:9**

**A. A WOMAN LENDS A SIFTER, SIEVE, HANDMILL, OR OVEN TO HER NEIGHBOR WHO IS SUSPECTED OF TRANSGRESSING THE LAW OF THE SEVENTH YEAR, BUT SHE SHOULD NOT WINNOW OR GRIND WHEAT WITH HER. THE WIFE OF AN ASSOCIATE METICULOUS ABOUT CULTIC PURITY AT HOME HABER LENDS THE WIFE OF AN OUTSIDER A SIFTER AND SIEVE.**

1. I:1: ...but she should not winnow or grind wheat with her....She sifts, winnows, grinds, and sifts wheat with her: What differentiates the former from the latter case?

**B. SHE SIFTS, WINNWS, GRINDS, AND SIFTS WHEAT WITH HER. BUT ONCE SHE HAS POURED WATER INTO THE FLOUR, SHE MAY NOT COME NEAR HER, FOR THEY DO NOT GIVE ASSISTANCE TO TRANSGRESSORS. AND ALL OF THESE RULES THEY STATED ONLY IN THE INTERESTS OF PEACE.**

1. II:1: An objection was raised: They grind grain and deposit it with those who eat produce of the Seventh Year and with those who eat their produce in a state of cultic uncleanness, but not for those who eat the produce of the Seventh Year or for those who eat their common produce in a state of cultic uncleanness!

2. II:2: Gave testimony R. Yosé b. Hammeshulam in the name of R. Yohanan his brother, who spoke in the name of R. Eleazar b. Hisma, “They do not prepare in conditions of cleanness dough-offering for a person not observant of the rules of cultic cleanness, but one may prepare the dough as unconsecrated in a state of cultic cleanness and then take out of it enough dough for dough-offering and leave it in a double basket or tray, and then, when the outsider comes to take it, he takes

both of them, and one does not have to scruple as to any negative result. So, too, they do not prepare heave-offering from his olives in a state of cultic cleanness, but they prepare his olives when they are unconsecrated in a state of cultic cleanness, then taking from it enough oil for heave-offering, which is left in the utensils that belong to the observant party, and when the outsider comes along to take it, he takes both of them, and does not scruple” (T. **Dem. 3:1**). Now what is the operative consideration here? Said R. Yohanan, “To allow the baker or the olive presser to make a living.”

a. II:3: Gloss.

b. II:4: As above.

#### **C. THEY GIVE ASSISTANCE TO GENTILES IN THE SEVENTH YEAR BUT NOT ISRAELITES.**

1. III:1: And didn’t R. Dimi bar Shishna say in the name of Rab, “They don’t hoe with gentiles in the Sabbatical Year, nor give a warm greeting “peace...peace...” to gentiles”?

#### **D. AND THEY INQUIRE AFTER THEIR WELFARE – IN THE INTERESTS OF PEACE.**

1. IV:1: Nor give a warm greeting “peace...peace...” to gentiles: But R. Hisda would greet them first and say to them, “Peace.” R. Kahana would say to them, “Peace to you, sir.”

a. IV:2: Story.

### **XLV. Mishnah-Tractate Gittin 6:1**

**A. HE WHO SAYS, “RECEIVE THIS WRIT OF DIVORCE FOR MY WIFE,” OR, “TAKE THIS WRIT OF DIVORCE TO MY WIFE,” IF HE WANTED TO RETRACT, MAY RETRACT. THE WOMAN WHO SAID, “RECEIVE MY WRIT OF DIVORCE IN MY BEHALF,” IF THE HUSBAND WANTED TO RETRACT, HE MAY NOT RETRACT. THEREFORE IF THE HUSBAND SAID TO HIM, “I DO NOT WANT YOU TO RECEIVE IT FOR HER, BUT BRING AND GIVE IT TO HER,” IF HE WANTED TO RETRACT, HE MAY RETRACT.**

1. I:1: “Take this writ of divorce to my wife,” if he wanted to retract, may retract: Said R. Aha b. R. Avayya to R. Ashi, “The operative consideration here is that she has not made the man her agent for receiving her writ of divorce. Lo, if she had made the man her agent for receiving her writ of divorce, if the husband wanted to retract, he could not retract. What follows from that reading is: The language, ‘Bring,’ is equivalent to the language, ‘Take title to’ or, ‘Take possession of’....”

2. I:2: It is obvious that a man may be agent for bringing the writ of divorce, since the husband himself may bring the writ of divorce for his wife; and a woman may be an agent to receive a writ of divorce, since the wife herself receives her writ of divorce from her husband. But as to use of a man for receiving the writ of divorce or a woman for bringing it, what is the rule?

3. I:3: It has been stated: If a wife said to a man, “Bring me my writ of divorce,” and the man said to the husband, “Your wife has said, ‘Receive my writ of divorce in my behalf,’” and the husband said, “Here it is, in accord with what she has said”

– R. Nahman said Rabbah bar Abbuha said Rab said, “Even should the writ of divorce reach her possession, she is not deemed to have been divorced.”

4. I:4: Our rabbis have taught on Tannaite authority: If wife said, “Receive my writ of divorce for me,” and the agent said to the husband, “Your wife has said, ‘Receive my writ of divorce for me,’” but the husband says, “Convey and give it to her,” “Acquire title to it for her,” or “Receive it for her,” if he wanted to retract, he cannot retract. R. Nathan says, “If the husband used the language, ‘Convey and give it to her,’ if he wanted to retract, he may retract. If he said, ‘Acquire title for her and receive it for her,’ if he wanted to retract, he cannot retract.” Rabbi says, “In all these cases, if the husband wanted to retract, he may not do so. But if he said to him, ‘I really don’t want you to receive it for her, but rather, convey it to her and give it to her,’ if he wanted to retract, he may retract” (cf. T. **Git. 4:1**).

a. I:5: Rabbi says the same thing as the first authority!

b. I:6: The question was raised: From R. Nathan’s perspective, is the language, “Here you are,” the same as “acquire title in her behalf,” or is it not the same as “acquire title in her behalf”?

5. I:7: It has been stated: The wife said, “Receive my writ of divorce for me,” and the agent said, “Your wife said, ‘Receive my writ of divorce for me,’” and the husband says, “Convey and give it to her” – said R. Abba said R. Huna said Rab, “He becomes both her agent and his agent, and in the appropriate situation if the husband then dies childless, she must perform the rite of removing the shoe but may not marry the husband’s brother, because we do not know whether she was divorced prior to her late husband’s death.”

a. I:8: Does that then bear the implication that Rab was in doubt on whether the language, “Convey” is tantamount to “acquire title” or not? And yet, how can that be the case, since it has been stated....

6. I:9: Said Rab, “A woman may not appoint an agent to receive her writ of divorce from the hand of the agent of her husband.” And R. Hanina said, “A woman may appoint an agent to receive her writ of divorce from the hand of the agent of her husband.”

a. I:10: Case.

a. I:11: Case.

a. I:12: Case.

7. I:13: Raba raised this question of R. Nahman, “If the husband said, ‘Write and give it to an agent,’ what is the rule? Was it his intent to discharge them, or did he want to save them the trouble of bringing the writ?”

**B. RABBAN SIMEON B. GAMALIEL SAYS, “ALSO: SHE WHO SAYS, ‘FETCH MY WRIT OF DIVORCE FOR ME,’ IF HE WANTED TO RETRACT, HE MAY NOT RETRACT.”**

1. II:1: Our rabbis taught on Tannaite authority: The language, “Take in my behalf,” “Carry in my behalf,” “Keep in my behalf,” all are tantamount to the language, “Receive.”

## **XLVI. Mishnah-Tractate Gittin 6:2A-F**

**A. THE WOMAN WHO SAID, “RECEIVE MY WRIT OF DIVORCE IN MY BEHALF,” REQUIRES TWO SETS OF WITNESSES: TWO WHO SAY, “IN OUR PRESENCE SHE MADE THE STATEMENT,” AND TWO WHO SAY, “IN OUR PRESENCE HE THE MESSENGER RECEIVED AND TORE IT UP.” EVEN IF THE FIRST SET OF WITNESSES ARE THE SAME AS THE SECOND SET OF WITNESSES, OR THERE WAS ONE OF THE FIRST SET OF WITNESSES AND ANOTHER IN THE SECOND SET OF WITNESSES WITH ONE JOINED WITH EACH OF THEM.**

1. I:1: It has been stated: If the husband says, “I handed it over for safekeeping,” and the third party says, “It was for the purpose of a writ of divorce,” who is believed? R. Huna said, “The husband is believed.” And R. Hisda said, “The third party is believed.”

a. I:2: Gloss of the foregoing analytical debate.

b. I:3: Gloss of the foregoing analytical debate.

c. I:4: Gloss of the foregoing analytical debate.

2. I:5: If the husband said, “It was for a divorce,” and the third party says, “It was for a divorce,” and she says, “He gave it to me and it got lost” – Said R. Yohanan, “It amounts to a matter involving prohibited sexual relations, and a matter involving sexual relations is settled by no fewer than two witnesses.”

## **XLVII. Mishnah-Tractate Gittin 6:2G-K**

**A. A BETROTHED GIRL – SHE AND HER FATHER RECEIVE HER WRIT OF DIVORCE. SAID R. JUDAH, “TWO HANDS TOGETHER DO NOT MAKE ACQUISITION SIMULTANEOUSLY. BUT HER FATHER RECEIVES HER WRIT OF DIVORCE ALONE.”**

1. I:1: What is at issue between the anonymous rule and R. Judah?

**B. AND ANY GIRL WHO IS NOT ABLE TO KEEP WATCH OVER HER WRIT OF DIVORCE CANNOT BE DIVORCED.**

1. II:1: Our rabbis have taught on Tannaite authority: Any minor who is able to keep watch over her writ of divorce can be divorced, and any minor who is not able to keep watch over her writ of divorce cannot be divorced. And what is the definition of a minor who knows how to take care of her writ of divorce? It is anyone who knows how to keep her writ of divorce and something else (T. **Git. 4:2P, 4:3A-B**).

a. II:2: What’s the sense of that statement

2. II:3: Said R. Judah said R. Assi, “‘If the child is offered a stone and tosses it off, but a nut and takes it, then the child can acquire something for herself but may not acquire title to something in behalf of others. If given something and she returns it after awhile, she has the power to acquire title whether for herself or for other parties.’ But, Judah continues, when I stated this before Samuel, he said to me, ‘All the same as this case and that case.’”

3. II:4: Said Raba, “There are three classifications of minor: If the child is offered a stone and tosses it off, but a nut and takes it, then the child can acquire something for herself but may not acquire title to something in behalf of others. The counterpart is the case of a minor girl who can be betrothed in such a way that when she comes of age, she can be released from the marriage only with an exercise of the right of refusal. Youngsters six to nine – commercial transactions of theirs are valid in the case of movables. The counterpart with respect to a minor girl is that she is divorced in a case in which her father has accepted the tokens of betrothal in her behalf. When they reach the age at which vows are tested, vows that they take and acts of sanctification that they make are valid; and correspondingly a girl in such a marriage would perform the rite of removing the shoe. But as to the real estate belonging to his father’s estate, he cannot dispose of it through sale until he is twenty years old.”

### **XLVIII. Mishnah-Tractate Gittin 6:3**

**A. A MINOR GIRL WHO SAID, “RECEIVE MY WRIT OF DIVORCE FOR ME” – IT IS NOT A VALID WRIT OF DIVORCE UNTIL IT REACHES HER HAND. THEREFORE IF THE HUSBAND WANTED TO RETRACT, HE MAY RETRACT. FOR A MINOR CANNOT APPOINT A VALID MESSENGER. BUT IF THE GIRL’S FATHER SAID TO HIM, “GO AND RECEIVE MY DAUGHTER’S WRIT OF DIVORCE IN HER BEHALF,” IF HE THE HUSBAND WANTED TO RETRACT, HE MAY NOT RETRACT. HE WHO SAYS, “GIVE THIS WRIT OF DIVORCE TO MY WIFE IN SUCH-AND-SUCH A PLACE,” AND HE THE MESSENGER DELIVERED IT TO HER IN SOME OTHER PLACE – IT IS INVALID IF HE SAID, “LO, SHE IS IN SUCH-AND-SUCH A PLACE,” AND HE GAVE IT TO HER IN SOME OTHER PLACE, IT IS VALID. THE WOMAN WHO SAID, “RECEIVE MY WRIT OF DIVORCE FOR ME IN SUCH-AND-SUCH A PLACE,” AND HE THE MESSENGER RECEIVED IT FOR HER IN SOME OTHER PLACE – IT IS INVALID.**

**R. ELIEZER DECLARES IT VALID. “BRING ME MY WRIT OF DIVORCE FROM SUCH-AND-SUCH A PLACE,” AND HE BROUGHT IT TO HER FROM SOME OTHER PLACE – IT IS VALID.**

1. I:1: **R. Eliezer declares it valid:** How does R. Eleazar differentiate the first case, in which he does not take a contrary position, from the second, in which he does?

### **XLIX. Mishnah-Tractate Gittin 6:4**

**A. IF SHE SAID TO AN AGENT, “BRING ME WRIT OF DIVORCE,” SHE RETAINS THE RIGHT TO EAT FOOD IN THE STATUS OF HEAVE-OFFERING UNTIL THE WRIT OF DIVORCE REACHES HER. “RECEIVE MY WRIT OF DIVORCE IN MY BEHALF,” SHE IS PROHIBITED FROM EATING FOOD IN THE STATUS OF HEAVE-OFFERING FROM THAT POINT. “RECEIVE MY WRIT OF DIVORCE FOR ME IN SUCH-AND-SUCH A PLACE” – SHE CONTINUES TO HAVE THE RIGHT TO EAT FOOD IN THE STATUS OF HEAVE-OFFERING UNTIL THE MESSENGER WITH A WRIT OF DIVORCE REACHES THAT PLACE.**

1. I:1: Well, one way or the other, the writ of divorce is valid even though the messenger receives the writ in some other case, while you rabbis have stated before that the writ is invalid!

#### **B. R. ELIEZER PROHIBITS HER FROM EATING FOOD IN THE STATUS OF HEAVE-OFFERING FORTHWITH.**

1. II:1: Yeah, so what else is new?! All she's doing is telling him where to find the husband!

2. II:2: He who says to his agent, "Make me a symbolic meal for establishing a fictive Sabbath limit by preparing a meal of figs," and the other did it with dates; "With dates," and the other did it with figs – One Tannaite formulation states, "It is a valid fictive meal for the stated purpose." And another Tannaite formulation states, "It is not a valid fictive meal for the stated purpose."

### **L. Mishnah-Tractate Gittin 6:5A-I**

**A. HE WHO SAYS, "WRITE A WRIT OF DIVORCE AND GIVE IT TO MY WIFE," "DIVORCE HER," "WRITE A LETTER AND GIVE IT TO HER," LO, THESE TO WHOM HE SPOKE SHOULD WRITE AND GIVE IT TO HER. IF HE SAID, "FREE HER," "FEED HER," "DO WHAT IS CUSTOMARY FOR HER," "DO WHAT IS APPROPRIATE FOR HER," HE HAS SAID NOTHING WHATSOEVER.**

1. I:1: Our rabbis have taught on Tannaite authority: If he said, "Send her out," "Let her go," "Drive her out," they should go and write it and give it to her. If he said, "Release her," "Provide for her," "Do what is customary for her," he has said nothing. It has been taught on Tannaite authority: R. Nathan says, "If he said, 'Divorce her,' his statement is carried out; if he said the same using not the piel but the qal, his statement is null."

2. I:2: The question was raised: If he used the language, "Put her out," what is the law?

### **LI. Mishnah-Tractate Gittin 6:5J-L**

**A. AT FIRST THEY RULED, "HE WHO GOES OUT IN CHAINS AND SAID, 'WRITE A WRIT OF DIVORCE FOR MY WIFE' – LO, THESE SHOULD WRITE AND DELIVER IT TO HER." THEY REVERTED TO RULE, "ALSO: HE WHO IS TAKING LEAVE BY SEA OR GOING FORTH IN A CARAVAN MAY GIVE THE SAME VALID INSTRUCTIONS." R. SIMEON SHEZURI SAYS, "ALSO: HE WHO IS DYING."**

1. I:1: Geniba was being led out to be put to death. En route, he said, "Give four hundred zuz to R. Abina out of the wine that I have at the Panayya Canal." Said R. Zira, "Let R. Abina shoulder his pack and go to his master, R. Huna, for said R. Huna, 'Instructions concerning one's writ of divorce are in the same classification as instructions concerning a gift. Just as in the case of a gift, if the dying man recovered, he may retract, so in the case of his writ of divorce, if the dying man recovered, he may retract.' And just as in the case of a writ of divorce, even though one has not articulated every detail, once he has said, 'Write,' even though he didn't also say, 'Give,' this also is the rule in the case of his gift, namely, once

he has said, ‘Give,’ even though he has not said, ‘And transfer title’ the gift is valid.”

## **LII. Mishnah-Tractate Gittin 6:6A-B**

**A. HE WHO HAD BEEN CAST INTO A PIT AND SAID, “WHOEVER HEARS HIS MY VOICE – LET HIM WRITE A WRIT OF DIVORCE FOR HIS MY WIFE” – LO, THESE SHOULD WRITE AND DELIVER IT TO HER.**

1. I:1: So maybe it was a demon?

## **LIII. Mishnah-Tractate Gittin 6:6C-F**

**A. A HEALTHY MAN WHO SAID, “WRITE A WRIT OF DIVORCE FOR MY WIFE” – HIS INTENTION WAS TO TEASE HER. THERE WAS THE CASE OF A HEALTHY MAN WHO SAID, “WRITE A WRIT OF DIVORCE FOR MY WIFE,” AND THEN WENT UP TO THE ROOFTOP AND FELL OVER AND DIED – SAID RABBAN SIMEON B. GAMALIEL, “SAID SAGES, ‘IF HE FELL BECAUSE OF HIS OWN ACTION, LO, THIS IS A WRIT OF DIVORCE. IF THE WIND PUSHED HIM OFF, IT IS NO WRIT OF DIVORCE.’”**

1. I:1: So is the intent of the precedent to contradict the foregoing rule?

2. I:2: Do people usually make a son their agent when the father is present or don’t they do that?

## **LIV. Mishnah-Tractate Gittin 6:7**

**A. IF HE SAID TO TWO MEN, “GIVE A WRIT OF DIVORCE TO MY WIFE,” OR TO THREE, “WRITE A WRIT OF DIVORCE AND GIVE IT TO MY WIFE,” LO, THESE SHOULD WRITE AND GIVE IT TO HER. “IF HE SAID TO THREE, ‘GIVE A WRIT OF DIVORCE TO MY WIFE,’ LO, THESE SHOULD SAY TO OTHERS TO WRITE IT, BECAUSE HE HAS APPOINTED THEM A COURT,” THE WORDS OF R. MEIR. THIS RULING DID R. HANINAH OF ONO BRING BACK FROM AQIBA, WHO WAS THEN IN PRISON, “I HAVE RECEIVED THE RULING IN THE CASE OF ONE WHO SAYS TO THREE MEN, ‘GIVE A WRIT OF DIVORCE TO MY WIFE,’ THAT THEY SHOULD SAY TO OTHERS TO WRITE IT, BECAUSE HE HAS APPOINTED THEM AS A COURT.” SAID R. YOSÉ, “WE OBSERVED TO THE MESSENGER, ‘WE, TOO, HAVE RECEIVED A RULING: “EVEN IF HE SAID TO THE HIGH COURT IN JERUSALEM, ‘GIVE A WRIT OF DIVORCE TO MY WIFE,’ THAT THEY SHOULD LEARN HOW TO DO IT AND WRITE AND DELIVER IT.””**

1. I:1: Said R. Jeremiah bar Abba, “They sent word from Rab’s household to Samuel, ‘Let our master instruct us: “If the husband said to two men, ‘Write and give a writ of divorce to my wife,’ and they said to the scribe to do so, and he wrote it and they signed it themselves, what is the law?””

a. I:2: Gloss.

l. I:3: As above.

2. I:4: If someone said to two people, “Tell the scribe to write, and you sign” – R. Hisda said, “The writ is valid, but such a thing shouldn’t be done.” Rabbah bar bar Hannah said, “The writ is valid and such a thing should be done.”



**B. IF HE SAID TO TEN MEN, “WRITE A WRIT OF DIVORCE FOR MY WIFE,” ONE SHOULD WRITE IT, AND TWO SHOULD SIGN IT AS WITNESSES. 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.**

1. II:1: Our rabbis have taught on Tannaite authority: If someone said to ten men, “Write a writ of divorce and give it to my wife,” one of them writes it in behalf of all of them. If he said, “All of you write,” one of them writes in the presence of all of them. “Bring this writ of divorce to my wife,” one of them brings it in behalf of all of them. “All of you bring it,” one of them brings it in the presence of all of them.

2. II:2: The question was raised: If he listed them one by one, what is the rule? R. Huna said, “Enumerating them is not the same as saying, ‘All of you.’” R. Yohanan in the name of R. Eleazar of Rumah said, “Enumerating them – lo, it is the same as saying, ‘All of you.’”

3. II:3: R. Judah issued the ordinance that in respect to a writ of divorce concerning which the husband used the language, “All of you,” they should insert the language, “He said to us, ‘Write either all of you or any one of you; sign either all of you or any two of you; deliver all of you or any one of you.’”

## **LV. Mishnah-Tractate Gittin 7:1**

**A. HE WHO WAS SEIZED BY DELIRIUM AND SAID, “WRITE A WRIT OF DIVORCE FOR MY WIFE,” HAS SAID NOTHING WHATSOEVER:**

1. I:1: Delirium: What is the definition of delirium?

**B. VARIOUS REMEDIES FOR MALADIES. DEMONOLOGY**

1. I:2: Said Abayye, “Mother told me that for sunstroke, on the first day take a jug of water; if it lasts for two days, let blood; if for three, have red meat broiled on coals and well-diluted wine...”

a. I:3: Case.

2. I:4: R. Joseph would work at a mill to cure shivers.

3. I:5: Said the exilarch to R. Sheshet, “How come the master doesn’t eat with us?” He said to him, “Because the slaves aren’t reliable, since they’re suspect of serving meat that is cut off a living animal!”

4. I:6: “I got myself male and female singers and the delights of the sons of men, which are shidah and shidot” (Qoh. 2:8): “Male and female singers”: These are kinds of singing. “The delights of the sons of men”: These are pools and baths. “Shidah and shidot”: Here they translate it male and female demons; there they say it means carriages. Said R. Yohanan, “There are three hundred classifications of demons in Shehin, but I don’t know what a shidah is.”

5. I:7: “And the house when it was being built was made of stone made ready at the quarry; neither hammer nor axe nor any tool of iron was heard in the house while it was being built” (1Ki. 6: 7): He said to the rabbis, “So what should I do?” They said to him, “Well, there is a king of worm called the shamir, which Moses

brought for cutting the stones of the ephod.” He said to them, “Where is it found?” They said to him, “Bring a male and a female demon and tie them together; maybe they’ll know and tell you.” He brought a male and female demon and tied them together. They said to him, “We don’t know where it is, but maybe Ashmodai, prince of the demons, knows.”

**a. I:8:** Gloss of the foregoing story.

**b. I:9:** Extension of the foregoing story.

**I. I:10:** Gloss of a detail of the foregoing.

**6. I:11:** For blood rushing to the head, the remedy is to take shurbina-cedar and willow and moist myrtle and olive leaves and poplar and rosemary and cynodon and boil them all together. The patient should put three hundred cups on one side of his head and three hundred on the other. Or he should take white roses with all the leaves on one side and boil them and pour sixty cups over each side of his head.

**7. I:12:** Said Samuel, “Someone who has been injured by a Persian lance will never live. Nonetheless, he is sustained with fat roast meat and strong wine, perhaps he will survive for enough time to set his house in order.”

**8. I:13:** Said R. Joshua b. Levi, “If one eats beef with turnips and sleeps in moonlight on the nights of the fourteenth and fifteenth of the lunar month in the season of Tammuz the summer, he may get a fever.”

**a. I:14:** Gloss.

**10. I:15:** Said Elijah to R. Nathan, “Eat a third of your capacity, drink a third, and leave a third. When you get mad, you will survive your full belly.”

**11. I:16:** R. Hiyya set forth this Tannaite statement: “Someone who wants to avoid a bellyache should regularly take dippings of bread in wine or vinegar as a relish both summer and winter. A meal you enjoy cut short, and don’t hold it in when you have to take a shit.”

**12. I:17:** Said Mar Uqba, “Someone who drinks cheap white wine will be seized by weakness.”

**13. I:18:** Our rabbis have taught on Tannaite authority: He who has a bloodletting and then has sexual relations will have neurasthenic children; if it took place after both the husband and the wife have had a bloodletting, they will have children suffering with a skin ailment that causes trembling and extreme debility of the body.

**14. I:19:** Said Rabbah bar R. Huna, “If someone comes in from a journey and has sexual relations right away, he will have children suffering with a skin ailment that causes trembling and extreme debility of the body.”

**15. I:20:** Our rabbis have taught on Tannaite authority: He who comes from the privy should not have sexual relations until he has waited for enough time to walk a half a mile, on account of the demon of the privy’s accompanying him. And if he did have sexual relations right away, he will have children suffering from epilepsy.”

**16. I:21:** Our rabbis have taught on Tannaite authority: He who has sexual relations standing up will have convulsions; if he does it sitting down, he will have spasms. If the woman is on top and the man on the bottom, he will get diarrhoea.

**17. I:22:** Said Abbaye, “He who is inexperienced in sexual matters should take three small measures of safflower and grind it and boil it in wine and drink it.”

**18. I:23:** Three things weaken someone, and these are they: anxiety, travel, and sin.

**19. I:24:** Three things enfeeble the body: eating standing, drinking standing, and fucking standing.

**20. I:25:** Five things leave a person closer to death than life: eating and getting up right away, drinking and getting up right away, letting blood and getting up right away, getting up right away after waking up, getting up right away after sex.

**21. I:26:** There are six things from which one who does them dies on the spot and these are they: someone who comes home tired from a trip, lets blood, has a bath, gets drunk, lies down to sleep on the floor, and has sex.

**22. I:27:** Eight things in excess are bad, but done in moderation are good, and these are they: travel, sex, money, work, wine, sleep, baths, and bloodletting.

**23. I:28:** Eight things diminish semen: salt, hunger, scalls, weeping, sleeping on the ground, lotus, out-of-season cucumbers, and bloodletting below – which is as bad as any other two.

**C. IF HE SAID, “WRITE A WRIT OF DIVORCE FOR MY WIFE,” AND THEN DELIRIUM SEIZED HIM, AND THEN HE SAID, “DO NOT WRITE IT,” HIS SECOND STATEMENT IS NOTHING.**

**1. II:1:** Said R. Simeon b. Laqish, “They write and hand over the writ of divorce on the spot so the writ is valid.” And R. Yohanan said, “They don’t write it until he gets better.”

**D. IF HE LOST THE POWER OF SPEECH, AND THEY SAID TO HIM, “SHALL WE WRITE A WRIT OF DIVORCE FOR YOUR WIFE,” AND HE NODDED HIS HEAD, THEY TEST HIM THREE TIMES. IF HE SAID FOR NO, “NO,” AND FOR YES, “YES,” LO, THESE SHOULD WRITE AND DELIVER THE WRIT OF DIVORCE TO HIS WIFE.**

**1. III:1:** Well, why not take account of the possibility that what struck him was an involuntary nodding of the head, either side to side or up and down?

**2. III:2:** Said R. Kahana said Rab, “A deaf-mute who can speak through writing – they write the writ for him and hand it over to his wife.”

**a. III:3:** Gloss of a detail of the foregoing analysis.

## **LVI. Mishnah-Tractate Gittin 7:2**

**A. IF THEY SAID TO HIM, “SHALL WE WRITE A WRIT OF DIVORCE FOR YOUR WIFE?” AND HE SAID TO THEM, “WRITE,” IF THEY THEN INSTRUCTED A SCRIBE AND HE WROTE IT, AND WITNESSES AND THEY SIGNED IT, EVEN THOUGH THEY WROTE IT AND SIGNED IT AND DELIVERED IT TO HIM, AND HE HANDED IT OVER TO**

**HER, LO, THIS WRIT OF DIVORCE IS NULL, UNLESS HE HIMSELF SAYS TO THE SCRIBE, “WRITE,” AND TO THE WITNESSES, “SIGN.”**

1. I:1: The operative consideration then, is that he has not himself stated, “Give,” but if he had said, “Give,” then they may tell others to write and give the writ. Who is the authority behind this Mishnah paragraph? It is R. Meir, who has said, “Verbal instructions may be handed over to an ancient” who can give instructions to a third party to carry out his commission.

## **LVII. Mishnah-Tractate Gittin 7:3**

**A. IF HE SAID, “THIS IS YOUR WRIT OF DIVORCE IF I DIE,” “THIS IS YOUR WRIT OF DIVORCE IF I DIE FROM THIS AILMENT,” “THIS IS YOUR WRIT OF DIVORCE EFFECTIVE AFTER DEATH,” HE HAS SAID NOTHING. IF HE SAID, “THIS IS YOUR WRIT OF DIVORCE EFFECTIVE TODAY IF I DIE,” “EFFECTIVE NOW IF I DIE,” LO, THIS IS A VALID WRIT OF DIVORCE. IF HE SAID, “LO, THIS IS YOUR WRIT OF DIVORCE EFFECTIVE NOW AND AFTER DEATH,” IT IS A WRIT OF DIVORCE AND NOT A WRIT OF DIVORCE. IF HE DIES, THE WIDOW PERFORMS THE RITE OF REMOVING THE SHOE BUT DOES NOT ENTER INTO LEVIRATE MARRIAGE.**

1. I:1: Therefore the language, if I die, is comparable to the language, after death. But note what follows: “Lo, this is your writ of divorce effective now and after death.” Therefore it is not equivalent to the language, after death!

2. I:2: Said R. Huna, “But the wife still has to perform the rite of removing the shoe.”

a. I:3: Another version of the context of Huna’s statement.

**B. IF HE SAID, “THIS IS YOUR WRIT OF DIVORCE EFFECTIVE TODAY IF I DIE FROM THIS ILLNESS,” AND THEN HE AROSE AND WENT ABOUT IN THE MARKET, THEN FELL ILL AND DIED – THEY MAKE AN ESTIMATE OF HIS SITUATION. IF HE DIED ON ACCOUNT OF THE FIRST AILMENT, LO, THIS IS A VALID WRIT OF DIVORCE. AND IF NOT, IT IS NOT A VALID WRIT OF DIVORCE.**

1. II:1: Said R. Huna, “Instructions concerning one’s writ of divorce are in the same classification as instructions concerning a gift. Just as in the case of a gift, if the dying man recovered, he may retract, so in the case of his writ of divorce, if the dying man recovered, he may retract. And just as in the case of a writ of divorce, even though one has not articulated every detail, once he has said, ‘Write,’ even though he didn’t also say, ‘Give,’ so also is the rule in the case of his gift, namely, once he has said, ‘Give,’ even though he has not said, ‘And transfer title,’ the gift is valid.”

2. II:2: We have learned in the Mishnah: If he said, “This is your writ of divorce effective today if I die from this illness,” and then he arose and went about in the market, then fell ill and died – they make an estimate of his situation. If he died on account of the first ailment, lo, this is a valid writ of divorce. And if not, it is not a valid writ of divorce. Now if you say, if he recovers, he can retract, why do I need an estimate? We see that he has survived!

a. II:3: Secondary development of the foregoing analysis.

3. II:4: Our rabbis have taught on Tannaite authority: “This is your writ of divorce, effective today, if I die from this illness,” and the man’s house fell on him or a snake bit him, it is not a writ of divorce. “...if I don’t recover from this illness,” and the man’s house fell on him or a snake bit him, it is a writ of divorce (T. **Git. 5:2**).

a. II:5: Case.

b. II:6: Case.

### **LVIII. Mishnah-Tractate Gittin 7:4**

**A. SHE SHOULD NOT AFTERWARD CONTINUE TOGETHER WITH HIM EXCEPT IN THE PRESENCE OF WITNESSES, EVEN A SLAVE, EVEN A GIRL SERVANT, EXCEPT FOR HER OWN SLAVE GIRL, BECAUSE SHE IS SHAMELESS BEFORE HER SLAVE GIRL.**

1. I:1: Our rabbis have taught on Tannaite authority: If they saw that she continued to be with him alone in the dark, or that she slept with him at the foot of the bed, even if he was awake and she was asleep, or he was asleep and she was awake, they do not take account of the possibility that they did some other sort of business, but they do take account solely of the possibility of their having had sexual relations, and they do not take account of the possibility of sexual relations for betrothal. R. Yosé b. R. Judah says, “Also: They do take account of the possibility of a betrothal” (T. **Git. 5:4I-N**).

**B. WHAT IS HER STATUS IN THOSE DAYS? R. JUDAH SAYS, “SHE IS IN THE STATUS OF A MARRIED WOMAN IN EVERY RESPECT.” R. YOSÉ SAYS, “SHE IS DIVORCED BUT NOT DIVORCED.”**

1. II:1: A Tannaite statement: But that is on condition that he dies.

2. II:2: Our rabbis have taught on Tannaite authority: During the intervening days between the statement and the man’s death, the husband acquires what she finds and takes possession of the fruit of her labor and governs the abrogation of her vows and he inherits her estate 74A and contracts corpse uncleanness to bury her. The governing principle therefore is, lo, she is in the status of his wife for all purposes, but she does not require from him a second writ of divorce,” the words of R. Judah. R. Meir says, “If she has sexual relations with a third party, a decision on it is held in suspense.” R. Yosé says, “It is subject to doubt.” And sages say, “She is divorced and not divorced, on condition that he dies” (T. **Git. 5:4A-F**).

a. II:3: What is at issue between R. Meir and R. Yosé?

b. II:4: Sages are the same as R. Yosé!

### **LIX. Mishnah-Tractate Gittin 7:5**

**A. “LO, THIS IS YOUR WRIT OF DIVORCE ON CONDITION THAT YOU PAY ME TWO HUNDRED ZUZ,” LO, THIS ONE IS DIVORCED, AND SHE SHOULD PAY THE MONEY.**

1. I:1: Lo, this one is divorced, and she should pay the money: What is the meaning of, she should pay the money? R. Huna said, “And she will give the money to him.” R. Judah said, “When she gives the money to him.”

a. I:2: Secondary expansion on subordinated principles in the foregoing.

**B. "...ON CONDITION THAT YOU PAY ME WITHIN THIRTY DAYS FROM NOW," IF SHE PAID HIM DURING THE PERIOD OF THIRTY DAYS, SHE IS DIVORCED. AND IF NOT, SHE IS NOT DIVORCED.**

1. II:1: Yeah, yeah, so what else is new?

**C. SAID RABBAN SIMEON B. GAMALIEL, "IN SIDON THERE WAS A CASE IN WHICH A MAN SAID TO HIS WIFE, 'LO, THIS IS YOUR WRIT OF DIVORCE, ON CONDITION THAT YOU GIVE ME MY CLOAK,' BUT THE CLOAK GOT LOST. SAGES RULED, 'LET HER PAY HIM ITS VALUE.'"**

1. III:1: What rule has been given as a Tannaite statement, to which the case is appended by way of illustration? The formulation is flawed, and this is how it should be read: If he said to her, "Lo, this is your writ of divorce, on condition that you give me my cloak," but the cloak got lost, the language, "My robe," was meant as a valid stipulation. Rabban Simeon b. Gamaliel says, "She may pay him its value." And said Rabban Simeon b. Gamaliel, "In Sidon there was a case in which a man said to his wife, 'Lo, this is your writ of divorce, on condition that you give me my cloak,' but the cloak got lost. Sages ruled, 'Let her pay him its value.'"

2. III:2: R. Assi raised this question of R. Yohanan, "'Lo, this is your writ of divorce, on condition that you give me two hundred zuz,' and then he went and said to her, 'The debt is forgiven to you,' what is the law? You may raise this question both of rabbis and of Rabban Simeon b. Gamaliel. You may raise this question of rabbis: Rabbis take the position that they do there with respect to the robe only in a case in which he did not forgo the claim, but here, we see that he tells her she can keep the money. You may raise this question of Rabban Simeon b. Gamaliel: He takes the position that he does only because she made it up to him by paying money, but where she pays nothing at all, he wouldn't concur that she is divorced."

a. III:3: Case.

3. III:4: We have learned there: At first someone would hide on the day on which the twelve months were completed, so that if the house should become his permanently. Hillel the Elder ordained that one should deposit his money in the Temple office, break down the door of the house, and take possession. Whenever the other wants, he may come and take his money (M. **Ar. 9:4D-F**). And said Raba, "On the basis of Hillel's ordinance and the rule expressed there, that giving redemption money against the recipient's will constitutes a valid act of transfer, we may draw the conclusion that in other cases, a transfer against the recipient's will is not valid, since, in this case alone, it was necessary to provide through a special ordinance that such a transfer is valid here, it would follow that if a man said, 'Lo, here is your writ of divorce on condition that you give me two hundred zuz,' if the wife then paid the money with the husband's consent, she is validly divorced, but if it was contrary to his wishes, she is not validly divorced. The payment against the man's wishes in the matter of the writ of divorce is invalid; only in the present instance is it validated by ordinance. Since it was necessary for Hillel to make a special ordinance in the present case that a gift against the recipient's will is a valid

gift, it must follow that, in general, a gift against the recipient's wishes is not a valid gift."

4. III:5: Said Rabbah bar R. Hana said R. Yohanan: "In any passage in our Mishnah that has been repeated by Rabban Simeon b. Gamaliel the law accords with his view, except for the three cases identified as Surety, Sidon, and the Second Ruling on Proof."

5. III:6: Our rabbis have taught on Tannaite authority: "Here is your writ of divorce, but the paper is mine" – she is not deemed divorced. "...on condition that you return the paper to me" – lo, she is divorced (T. **Git. 2:4L-M**).

6. III:7: Samuel ordained that a writ of divorce given by a dying man should read, "If I don't die, this will not be a writ of divorce, and if I do die, it will be a writ of divorce."

## **LX. Mishnah-Tractate Gittin 7:6**

**A. "LO, THIS IS YOUR WRIT OF DIVORCE ON CONDITION THAT YOU SERVE MY FATHER" – "...ON CONDITION THAT YOU GIVE SUCK TO MY SON" – HOW LONG MUST SHE GIVE SUCK TO HIM FOR THE WRIT TO REMAIN VALID? TWO YEARS. R. JUDAH SAYS, "EIGHTEEN MONTHS." IF THE SON DIED, OR THE FATHER DIED, LO, THIS IS A VALID WRIT OF DIVORCE. IF HE SAID, "LO, THIS IS YOUR WRIT OF DIVORCE ON CONDITION THAT YOU SERVE MY FATHER FOR TWO YEARS," "ON CONDITION THAT YOU GIVE SUCK TO MY SON FOR TWO YEARS," IF THE SON DIED, OR IF THE FATHER DIED, OR IF THE FATHER SAID, "I DON'T WANT HER TO SERVE ME," IF THIS IS NOT BECAUSE OF PROVOCATION ON THE WOMAN'S PART IT IS NOT A WRIT OF DIVORCE. RABBAN SIMEON B. GAMALIEL SAYS, "SUCH A WRIT IS A VALID WRIT OF DIVORCE." A GENERAL PRINCIPLE DID RABBAN SIMEON B. GAMALIEL SAY, "IN THE CASE OF ANY HINDRANCE WHICH DOES NOT COME FROM HER – LO, THIS IS A VALID WRIT OF DIVORCE."**

1. I:1: How long must she give suck to him for the writ to remain valid? Two years: Do we really require so long a period as two years?

2. I:2: Our rabbis have taught on Tannaite authority: "'Lo, this is your writ of divorce on condition that you serve father for two years,' or, 'On condition that you suckle my son for two years,' even though the condition is not met, the writ is valid, because he didn't say first, 'If you look after,' and then, 'If you don't,' 'If you give suck,' then, 'If you don't...,'" the words of R. Meir. Sages say, "If the stipulation is met, it is a valid writ, and if not, it isn't." Rabban Simeon b. Gamaliel says, "No condition stated in Scripture is valid that is not stated twice" (T. **Git. 5:6G-J**).

a. I:3: There are those who say that Simeon b. Gamaliel made that statement to R. Meir, and there are those who say that he said it to rabbis.

3. I:4: Our rabbis have taught on Tannaite authority: If he said to her before two witnesses, "Lo, this is your writ of divorce on the stipulation that you serve my father for two years," and then he went and said to her before two witnesses, "Lo, this is your writ of divorce on condition that you give me two hundred zuz," the second statement does not nullify the first. If she wanted, she serves the father, if



she wanted, she gives him two hundred zuz. But if he said to her before two witnesses, “Lo, this is your writ of divorce on the stipulation that you give me two hundred zuz,” and then he went and said to her before two witnesses, “Lo, this is your writ of divorce on condition that you give me three hundred zuz,” the second statement nullifies the first. And one of the first two witnesses does not join together with one of the second two witnesses (cf. T. **Git. 4:10A-C**).

a. I:5: To which of the clauses does that final statement pertain? Should we say that it pertains to the latter? But lo, the statement is nullified. So it must pertain to the former.

## **LXI. Mishnah-Tractate Gittin 7:7**

**A. “LO, THIS IS YOUR WRIT OF DIVORCE, IF I DO NOT RETURN WITHIN THIRTY DAYS,” AND HE WAS GOING FROM JUDAH TO GALILEE, IF HE REACHED ANTIPATRIS AND CAME HOME, HIS CONDITION IS NULL.**

1. I:1: Is that to imply that Antipatris is in Judah and Kefar Otenai in Galilee? And by way of objection: Antipatris is in Judah and Kefar Otenai in Galilee. As to the area in between them, they assign it to its more stringent status: She is divorced and not divorced (T. **Git. 5:7A-C**).

**B. “LO, THIS IS YOUR WRIT OF DIVORCE, IF I DO NOT RETURN WITHIN THIRTY DAYS,” AND HE WAS GOING FROM GALILEE TO JUDAH, IF HE REACHED KEPAR OTENAI AND CAME HOME, HIS CONDITION IS NULL. “LO, THIS IS YOUR WRIT OF DIVORCE, IF I DO NOT RETURN WITHIN THIRTY DAYS,” AND HE WAS GOING OVERSEAS, IF HE REACHED AKKO AND CAME HOME, HIS CONDITION IS NULL.**

1. II:1: Is that to imply that Akko is classified as overseas? And lo, said R. Safra, “When our rabbis were leaving one another, they did it in Akko, since it is forbidden for those who live in the Land of Israel to leave it”!

**C. “LO, THIS IS YOUR WRIT OF DIVORCE IF I REMAIN AWAY FROM YOUR PRESENCE FOR THIRTY DAYS,” IF HE WAS COMING AND GOING, COMING AND GOING, SINCE HE DID NOT CONTINUE TOGETHER WITH HER, LO, THIS IS A WRIT OF DIVORCE.**

1. III:1: But isn’t it the fact that he is remaining away if he was coming and going, coming and going?

2. III:2: But why not take account of the possibility that the couple has been reconciled?

## **LXII. Mishnah-Tractate Gittin 7:8-9**

**A. “LO, THIS IS YOUR WRIT OF DIVORCE, IF I DO NOT COME BACK WITHIN TWELVE MONTHS,” AND HE DIED WITHIN TWELVE MONTHS, IT IS NO WRIT OF DIVORCE. “LO, THIS IS YOUR WRIT OF DIVORCE EFFECTIVE NOW, IF I DO NOT COME BACK HERE IN TWELVE MONTHS,” AND HE DIED WITHIN TWELVE MONTHS, LO, THIS IS A VALID WRIT OF DIVORCE.**

1. I:1: A Tannaite statement: Even if the husband didn’t say, “From now,” our rabbis permitted her to remarry.



2. I:2: R. Eleazar asked a certain old man, “When you permitted the woman to marry, did you permit her to marry right away, since the man was not coming back, or was it after twelve months, so as to meet the stipulation that he had made?”

3. I:3: Said Abayye, “All concur that, if the husband had said, ‘When the sun rises from its sheath,’ he meant to say that the writ of divorce took effect at sunrise, so if he should die during the night, it is then a writ of divorce that took effect after death and is invalid. If he said, ‘It is on condition that the sun goes forth from its sheath,’ the meaning was, ‘It is valid as from now, and should he die during the night, it was assuredly a valid stipulation and a writ of divorce that was issued during the man’s lifetime and a valid one.’”

**B. “IF I DO NOT COME BACK WITHIN TWELVE MONTHS, WRITE AND HAND OVER A WRIT OF DIVORCE TO MY WIFE” – IF THEY WROTE A WRIT OF DIVORCE DURING TWELVE MONTHS AND HANDED IT OVER AT THE END OF THE TWELVE MONTHS, IT IS NOT A VALID WRIT OF DIVORCE. “WRITE AND HAND OVER A WRIT OF DIVORCE TO MY WIFE, IF I DO NOT RETURN WITHIN TWELVE MONTHS,” IF THEY WROTE IT DURING THE TWELVE MONTHS AND HANDED IT OVER AFTER TWELVE MONTHS, IT IS NOT A VALID WRIT OF DIVORCE. R. YOSÉ SAYS, “IN SUCH A SITUATION IT IS A VALID WRIT OF DIVORCE.” IF THEY WROTE A WRIT OF DIVORCE AFTER TWELVE MONTHS AND HANDED IT OVER AFTER TWELVE MONTHS, AND THEN HE DIED, IF THE WRIT OF DIVORCE CAME BEFORE DEATH, LO, IT IS A VALID WRIT OF DIVORCE. BUT IF THE DEATH CAME BEFORE THE WRIT OF DIVORCE, IT IS NOT A VALID WRIT OF DIVORCE. AND IF THE FACTS ARE NOT KNOWN, THIS IS THE CASE OF WHICH THEY HAVE SAID, “SHE IS DIVORCED AND NOT DIVORCED.”**

1. II:1: Said R. Yemar to R. Ashi, “May one then propose that R. Yosé takes the position, if one has written a writ of divorce subject to a stipulation, even if the stipulation is not met, the document is valid?”

2. II:2: Our rabbis have taught on Tannaite authority: If the husband said, “Lo, this is your writ of divorce if I do not return until after the passage of the cycle of seven years,” we wait an extra year; “Until after a year,” we wait an extra month; “Until after a month,” we wait an extra week.

3. II:3: If he said, “After the Sabbath,” what is the rule?

4. II:4: It has been taught on Tannaite authority: Rabbi says, “If he said, ‘Until after the festival,’ we wait thirty days.”

a. II:5: Gloss.

### **LXIII. Mishnah-Tractate Gittin 8:1**

**A. HE WHO THREW A WRIT OF DIVORCE TO HIS WIFE, AND SHE WAS IN HER OWN HOUSE**

1. I:1: What is the scriptural source of this ruling? It is as our rabbis have taught on Tannaite authority: “He writes a writ of divorce and puts it into her hand” (Deu. 24: 1) – I know that that is possible with her hand. How do I know that the

same pertains to her roof, courtyard, or enclosure? Scripture states, “And he shall give” – any which way.

a. I:2: Gloss.

**B. ...OR IN HER OWN COURTYARD – LO, THIS ONE IS DIVORCED. IF HE THREW IT TO HER IN HIS HOUSE OR IN HIS COURTYARD:**

1. II:1: But it is the fact that what a wife acquires her husband acquires so how can she have a courtyard? Said R. Eleazar, “It refers to a case in which he writes her a document that states, ‘I have no claim on your property.’”

2. II:2: Raba said, “Doesn’t her hand also belong to her husband? Rather, her writ of divorce and her hand simultaneously become hers, here, too, her courtyard and her writ of divorce simultaneously become hers.”

a. II:3: Case: A dying man once wrote a writ of divorce for his wife on the eve of the Sabbath but did not suffice to hand it to her prior to sundown. The next day his condition turned critical. They came before Raba. He said to them, “Go, tell him to transfer to her title to the place in which the writ is located, let her go, close and open a door there, and take title to the document.

**C. ...AND SHE WAS IN HER OWN HOUSE:**

1. III:1: Said Ulla, “But that applies only when she is standing beside her house or beside her courtyard.” R. Oshayya said, “Even if she is in Tiberias and her courtyard is in Sepphoris, she in Sepphoris and her courtyard in Tiberias, she is divorced.”

a. III:2: Case. Somebody threw a writ of divorce to his wife while she was standing in a courtyard. The writ went and fell on a block of wood. Said R. Joseph, “We examine the facts of the case. If the block was four by four cubits, it would form a distinct domain, but if not, it is simply part of the courtyard.”

**D. ...EVEN IF THE WRIT IS WITH HER IN BED, SHE IS NOT DIVORCED:**

1. IV:1: Said Raba, “That rule pertains only in a case in which the bed belongs to him, but if the bed belongs to her, she is divorced.”

a. IV:2: Well, if the bed is hers, is she divorced? But we have a case in which the utensils of the purchaser are located in the domain of the seller. What follows is that if the utensils of the purchaser are located in the domain of the seller, the purchaser acquires title.

**E. IF HE THREW IT INTO HER BOSOM OR INTO HER BASKET, SHE IS DIVORCED.**

1. V:1: How come? This is a case in which the utensils of the purchaser are located in the domain of the seller. Said R. Judah said Samuel, “It is a case in which the workbasket is hanging on her.” So said R. Eleazar said R. Oshayya, “It is a case in which the workbasket is hanging on her.” R. Simeon b. Laqish said, “It was fastened to though not hanging on her.” R. Adda bar Ahba said, “The basket was located between her thighs.”

## **LXIV. Mishnah-Tractate Gittin 8:2A-G**

**A. IF HE SAID TO HER, “TAKE THIS BOND OF INDEBTEDNESS,” OR IF SHE FOUND IT BEHIND HIM AND READ IT, AND LO, IT IS HER WRIT OF DIVORCE, IT IS NOT A VALID WRIT OF DIVORCE – UNTIL HE SAYS TO HER, “HERE IS YOUR WRIT OF DIVORCE.” IF HE PUT IT INTO HER HAND WHILE SHE IS SLEEPING, THEN SHE WOKE UP, READ IT, AND LO, IT IS HER WRIT OF DIVORCE, IT IS NOT A VALID WRIT OF DIVORCE – UNTIL HE WILL SAY TO HER, “HERE IS YOUR WRIT OF DIVORCE.”**

1. I:1: So if he says to her, “Here is your writ of divorce,” what difference does it make? It’s as though he said, “Pick up your writ of divorce from the floor,” and said Raba, “‘Pick up your writ of divorce from the floor’ – he has said nothing at all”!

2. I:2: Said Raba, “If he wrote a writ of divorce for her and gave it into the hand of her slave while the slave was asleep and she was watching the slave, it is a valid writ of divorce; if he was awake, it is not a valid writ of divorce.”

## **LXV. Mishnah-Tractate Gittin 8:2H-K, 8:3A-F**

**A. IF SHE WAS STANDING IN PUBLIC DOMAIN AND HE THREW IT TO HER, IF IT IS NEARER TO HER, SHE IS DIVORCED. IF IT IS NEARER TO HIM, SHE IS NOT DIVORCED. IF IT IS EXACTLY HALFWAY, SHE IS DIVORCED AND NOT DIVORCED.**

1. I:1: How are we to imagine a case in which it is nearer to her, and how are we to imagine a case in which it is nearer to him? How are we to imagine a case in which it is exactly halfway?

2. I:2: How are we to imagine a case in which it is exactly halfway? Said R. Shemen bar Abba, “It was explicitly explained to me by R. Yohanan: ‘If it is a case in which he can guard the document and she can’t guard it, this is a case in which it is nearer to him. If she can guard it and he cannot guard it, this is a case in which it is nearer to her. If both of them can guard it, or neither of them can guard it, it is a case in which it is exactly halfway.’”

**B. AND SO IS THE RULE WITH REGARD TO BETROTHALS. AND SO IS THE RULE WITH REGARD TO A DEBT. IF THE CREDITOR SAID TO HIM, “THROW ME WHAT YOU OWE ME AS A DEBT,” AND HE THREW IT TO HIM, IF IT IS CLOSER TO THE LENDER, THE BORROWER HAS THE ADVANTAGE. IF IT IS CLOSER TO THE BORROWER, THE BORROWER IS LIABLE. IF IT IS EXACTLY IN BETWEEN, BOTH OF THEM DIVIDE THE SUM, SHOULD IT BE LOST.**

1. II:1: Said R. Assi said R. Yohanan, “They made this statement with respect to writs of divorce but not to any other matter.”

2. II:2: Said R. Hisda, “If the writ of divorce is in the wife’s hand, and a rope in the husband’s hand, if the husband can retrieve the writ of divorce out of her hand by the rope, she is not divorced, but if not, she is divorced. How come? We require a complete act of cutting off, which is obviously not present.”

3. II:3: Said R. Judah, “If her hand was held sloping and he threw the writ to her, even if the writ reached her hand, she is not divorced.”

## **LXVI. Mishnah-Tractate Gittin 8:3G-L**

**A. IF THE WIFE WAS STANDING ON THE ROOFTOP AND HE THREW IT TO HER, ONCE IT HAS REACHED THE AIRSPACE OF THE ROOF, LO, THIS WOMAN IS DIVORCED.**

1. I:1: But lo, the writ is not yet in safekeeping! Said R. Judah said Samuel, “We deal with a roof that has a parapet.”

**B. IF HE IS ABOVE AND SHE IS BELOW AND HE THREW IT TO HER, ONCE IT HAS LEFT THE DOMAIN OF THE ROOF,**

1. II:1: But lo, the writ is not yet in safekeeping! Said R. Judah said Samuel, “It is a case in which the lower partitions are higher than the upper ones.”

**C. EVEN IF IT SHOULD BE BLOTTED OUT**

1. III:1: Said R. Nahman said Rabbah bar Abbuha, “That is taught only for the case in which the blotting was as the document descended, but if it was blotted as it ascended, that is not the rule. How come? To begin with it wasn’t destined to come to rest in that way and it is not regarded as having been given while it is on the rise.”

**D. OR BURNED, LO, THIS WOMAN IS DIVORCED.**

1. IV:1: Said R. Nahman said Rabbah bar Abbuha, “That is taught only for the case in which the writ was thrown before the fire started, but if the fire started first, that is not the case. How come? To begin with it was destined to be burned.”

2. IV:2: Said R. Hisda, “Domains are held to be distinct for purposes of writs of divorce” If the outer one was lent to the wife for the purpose of receiving the writ of divorce therein, it does not follow that the inner court was lent with it.

3. IV:3: Said Raba, “There are three principles with respect to writs of divorce, the one stated by Rabbi: ‘An object caught in the air is equivalent in respect to the Sabbath to one that has come to rest.’ Rabbis differ from Rabbi only with respect to the Sabbath, but in the present case, the operative consideration is that the document be properly protected, and lo, it is properly protected. The second is the one of R. Hisda: If someone stuck into private domain a pole, on top of which was a basket, and he threw up something into the basket and it came to rest on it, even if it is a hundred cubits high, he is liable, since private domain extends upward without limit. That is the case only with respect to the Sabbath, but in the present case, the operative consideration is that the document be properly protected, and lo, it is properly protected. And the third is that which said R. Judah said Samuel, ‘Someone shouldn’t stand on this roof and gather rainwater from someone else’s roof, for, just as the houses are deemed distinct down below, so they are deemed distinct up above.’ That is the case only with respect to the Sabbath, but in respect to writs of divorce, the operative consideration is whether or not the owner is particular, and in this matter for receiving the writ, he is not particular and his loan of the roof for receiving the writ would cover the next adjoining roof.”

4. IV:4: Said Abbaye, “Two courtyards, one within the other, the inner one belonging to her, the outer one belonging to him, with the walls of the outer one taller than the walls of the inner one, if he threw the writ of divorce to her, once it

has reached the airspace of the outer partitions, lo, this woman is divorced. How come? Because the inner space itself is protected by the partitions of the outer courtyard. But that is not so in the case of baskets. In the case of two baskets, one inside the other, the inner one being hers and the outer one being his, if he tossed it to her, even if it reached the airspace of the inner basket, she is not deemed divorced. How come? Lo, it has not come to rest.”

## **LXVII. Mishnah-Tractate Gittin 8:4**

**A. THE HOUSE OF SHAMMAI SAY, “A MAN DISMISSES HIS WIFE WITH AN OLD WRIT OF DIVORCE.” AND THE HOUSE OF HILLEL PROHIBIT IT. AND WHAT IS AN OLD WRIT OF DIVORCE? IT IS ANY WRIT OF DIVORCE, AFTER THE WRITING OF WHICH, THE MAN CONTINUED ALONE WITH HER.**

1. I:1: So what’s at stake?

## **LXVIII. Mishnah-Tractate Gittin 8:5, 8:6, 8:7, 8:8A-I**

**A. IF HE WROTE THE WRIT OF DIVORCE DATING IT ACCORDING TO AN ERA WHICH IS NOT APPLICABLE:**

1. I:1: If he wrote the writ of divorce dating it according to an era which is not applicable: What is the meaning of an era which is not applicable?

2. I:2: Said Ulla, “How come sages have ordained that the date of the regime be inscribed in writs of divorce? On account of keeping peace with the government.”

**B. FOR EXAMPLE, ACCORDING TO THE ERA OF THE MEDES, ACCORDING TO THE ERA OF THE GREEKS, ACCORDING TO THE BUILDING OF THE TEMPLE, ACCORDING TO THE DESTRUCTION OF THE TEMPLE,**

1. II:1: All these examples were required. For had we been informed of the matter of an era that is not applicable, I might have supposed that that is because it is presently ruling, but with respect to the empires of Media and Greece, I might have supposed that what’s done is done. And had we been informed of the rule as to the kingdoms of Media and Greece, I might have thought that that is because they were once empires, but in respect to the building of the Temple, what’s past is past. And if we had been informed of the rule governing the building of the Temple, I might have thought that the objection is that they might say, the Jews are remembering the former glory, but as to the destruction of the Temple, which is a source of anguish, I might have said that that is not the case. So all instances were required.

**C. IF HE WAS IN THE EAST AND WROTE, “IN THE WEST,” IN THE WEST AND WROTE, “IN THE EAST,”**

**SHE GOES FORTH FROM THIS ONE WHOM SHE MARRIED ON THE STRENGTH OF THE DIVORCE FROM THE FORMER HUSBAND AND FROM THAT ONE THE FIRST HUSBAND. AND SHE REQUIRES A WRIT OF DIVORCE FROM THIS ONE AND FROM THAT ONE. AND SHE HAS NO CLAIM ON THE PAYMENT OF HER MARRIAGE CONTRACT, OR ON THE USUFRUCT OF PLUCKING PROPERTY, OR TO ALIMONY, OR TO INDEMNITY FOR LOSS ON HER PLUCKING PROPERTY, EITHER AGAINST THIS ONE OR AGAINST THAT**

**ONE. IF SHE COLLECTED SUCH PAYMENT FROM THIS ONE OR FROM THAT ONE, SHE MUST RETURN WHAT SHE HAS COLLECTED. AND THE OFFSPRING FROM EITHER MARRIAGE IS A MAMZER. AND NEITHER ONE NOR THE OTHER CONTRACTS UNCLEANNESS FROM HER IF THEY ARE PRIESTS, AND SHE SHOULD DIE AND REQUIRE BURIAL. AND NEITHER THIS ONE NOR THE OTHER GAINS POSSESSION OF WHAT SHE MAY FIND, OR OF THE FRUIT OF HER LABOR, OR IS VESTED WITH THE RIGHT TO ABROGATE HER VOWS. IF SHE WAS AN ISRAELITE GIRL, SHE IS INVALIDATED FROM MARRYING INTO THE PRIESTHOOD. IF SHE WAS A LEVITE GIRL, SHE IS INVALIDATED FROM EATING TITHE. IF SHE WAS A PRIEST GIRL, SHE IS INVALIDATED FROM EATING HEAVE-OFFERING. AND THE HEIRS NEITHER OF THIS ONE NOR OF THAT ONE INHERIT HER MARRIAGE CONTRACT. AND IF THEY DIED, THE BROTHERS OF THIS ONE AND THE BROTHERS OF THAT ONE PERFORM THE RITE OF RITE OF REMOVING THE SHOE BUT DO NOT ENTER INTO LEVIRATE MARRIAGE.**

**IF HE CHANGED HIS NAME OR HER NAME, THE NAME OF HIS TOWN OR THE NAME OF HER TOWN, SHE GOES FORTH FROM THIS ONE AND FROM THAT ONE. AND ALL THESE ABOVE CONDITIONS APPLY TO HER.**

1. III:1: Who is subject to discussion here? Should I say that it is the husband? But that is covered by the language, If he changed his name or her name, the name of his town or the name of her town! So isn't it with regard to the scribe? And it is in accord with what Rab said to his scribes, and so said R. Huna to his scribes, "When in Shili, write, 'At Shili,' even though the instructions were given to you in Hini, and when you are in Hini, write, 'In Hini,' even though the instructions were given to you in Shili."

2. III:2: As to invalidating the writ of divorce by reason of improperly mentioning the year of the current government, said R. Judah said Samuel, "This is the view of R. Meir, but sages say, 'Even if the document was written only with the date of the term of office of the senator of that town, she is validly divorced.'"

a. III:3: Case.

3. III:4: Said R. Abba said R. Huna said Rab, "That is the view of R. Meir. But sages say, 'The offspring is valid.' But sages concur with R. Meir that if he changed his name or her name, the name of his town or the name of her town, the offspring is a mamzer." Said R. Ashi, "We, too, have also derived that same matter from the Tannaite formulation: If he changed his name or her name, the name of his town or the name of her town, she goes forth from this one and from that one. And all these above conditions apply to her. Now who stands behind this unattributed statement? Could it be R. Meir? Then one could as well have joined these several statements and set them forth as a single Tannaite statement. So it must follow that it is the position of rabbis."

**D. ALL THOSE PROHIBITED RELATIONSHIPS OF WHICH THEY HAVE SAID THAT THEIR CO-WIVES ARE PERMITTED TO REMARRY WITHOUT LEVIRATE MARRIAGE, IF THESE CO-WIVES WENT AND GOT MARRIED AND THIS WOMAN WHO IS IN A PROHIBITED RELATIONSHIP TURNS OUT TO BE BARREN – SHE GOES FORTH FROM THIS ONE AND FROM THAT ONE. AND ALL THE ABOVE CONDITIONS APPLY.**

1. IV:1: If they went and got married, they are penalized in this way, but if they just fornicated, they're not. May we then say that this refutes what R. Hamnuna

said, for said R. Hamnuna, “A woman awaiting levirate marriage who committed an act of fornication is invalidated to marry her deceased childless husband’s brother”?

**E. HE WHO MARRIES HIS DECEASED CHILDLESS BROTHER’S WIDOW AND HER CO-WIFE WENT OFF AND MARRIED SOMEONE ELSE, AND THIS ONE TURNED OUT TO BE BARREN – SHE THE CO-WIFE GOES FORTH FROM THIS ONE AND FROM THAT ONE. AND ALL THE ABOVE CONDITIONS APPLY.**

1. V:1: Both this matter and the rule governing the forbidden consanguineous relationships had to be spelled out. For had we been told only the first of the two items, I might have supposed that the operative consideration for the woman to be penalized and forbidden to the levir is that the religious duty of levirate marriage has not been fulfilled, but here, where the religious duty has been fulfilled, I might have supposed that the rule does not pertain. If we had been given only this case, we might have supposed that the reason was that she was made available to him by the death of her husband, but in the other instance, in which she was not available to him; her potential co-wife exempts her forthwith at the death of her husband from both levirate marriage and the rite of removing the shoe I might have supposed that that is not the case. So both rules had to be spelled out.

**F. IF THE SCRIBE WROTE A WRIT OF DIVORCE FOR THE MAN AND A QUITTANCE RECEIPT GIVEN TO THE HUSBAND FOR HER MARRIAGE CONTRACT PAYMENT FOR THE WOMAN, AND HE ERRED AND GAVE THE WRIT OF DIVORCE TO THE WOMAN AND THE QUITTANCE TO THE MAN, AND THEY THEN EXCHANGED THEM FOR ONE ANOTHER, AND IF AFTER A WHILE, LO, THE WRIT OF DIVORCE TURNS UP IN THE HAND OF THE MAN, AND THE QUITTANCE IN THE HAND OF THE WOMAN – SHE GOES FORTH FROM THIS ONE AND FROM THAT ONE. AND ALL THE ABOVE CONDITIONS APPLY. R. ELIEZER SAYS, “IF IT TURNED UP ON THE SPOT, THIS IS NOT A WRIT OF DIVORCE. IF AFTER A WHILE IT TURNED UP, LO, THIS IS A VALID WRIT OF DIVORCE. IT IS NOT WITHIN THE POWER OF THE FIRST HUSBAND TO RENDER VOID THE RIGHT OF THE SECOND.”**

1. VI:1: How do we define on the spot, and how do we define, after a while?

### **LXIX. Mishnah-Tractate Gittin 8:8J-L**

**A. IF HE WROTE A WRIT OF DIVORCE TO DIVORCE HIS WIFE AND CHANGED HIS MIND, THE HOUSE OF SHAMMAI SAY, “HE HAS INVALIDATED HER FROM MARRYING INTO THE PRIESTHOOD FOR PRIESTS CANNOT MARRY DIVORCÉES.” AND THE HOUSE OF HILLEL SAY, “EVEN THOUGH HE GAVE IT TO HER ON A CONDITION, AND THE CONDITION WAS NOT CARRIED OUT SO THAT SHE IS NOT DIVORCED, HE HAS NOT INVALIDATED HER FROM MARRYING INTO THE PRIESTHOOD.”**

1. I:1: R. Joseph b. R. Manassah of the town of De-vil sent word to Samuel, “May our lord instruct us: If a rumor circulated: ‘Mr. So-and-so, a priest, has written a writ of divorce for his wife, but she is still living with him and serving him’ – what is the law?” He sent him word, “She must go forth, but the matter has to be looked into.”

2. I:2: Said Rabbah bar bar Hannah said R. Yohanan in the name of R. Judah bar Ilai, “Come and take note of how the latter generations are different from the earlier ones. The first generations stand for the House of Shammai, the latter generations, R. Dosa. For it has been taught on Tannaite authority: ‘A woman taken captive and returned to her husband continues to eat heave-offering when she returns to her husband, who is a priest,’ the words of R. Dosa. And sages say, ‘There is a woman taken captive who may eat heave-offering, and there is a woman taken captive who may not do so. How so? The woman who says, “I was taken captive, but I remain clean,” eats heave-offering, for the mouth which imposed a prohibition on the person is the mouth which released the prohibition from that same person. But if there were witnesses that she had been taken captive, while she says, “I am clean,” she may not eat heave-offering’ (M. **Ed. 3:6**). Dosa continues: ‘For what has this Arab done to her? Simply because he stroked her between her breasts, has he invalidated her for marriage into the priesthood?’”

a. I:3: Further example of the same position in the name of the same authority.

I. I:4: Expansion of the foregoing.

## **LXX. Mishnah-Tractate Gittin 8:9A-G**

**A. HE WHO DIVORCED HIS WIFE AND SPENT A NIGHT WITH HER IN AN INN – THE HOUSE OF SHAMMAI SAY, “SHE DOES NOT REQUIRE A SECOND WRIT OF DIVORCE FROM HIM.” AND THE HOUSE OF HILLEL SAY, “SHE REQUIRES A SECOND WRIT OF DIVORCE FROM HIM.” UNDER WHAT CIRCUMSTANCES? WHEN SHE WAS DIVORCED FOLLOWING CONSUMMATION OF THE MARRIAGE. BUT THEY CONCUR IN THE CASE OF ONE DIVORCED AFTER BETROTHAL ALONE, THAT SHE DOES NOT REQUIRE A SECOND WRIT OF DIVORCE FROM HIM. FOR HE IS NOT YET SHAMELESS BEFORE HER.**

1. I:1: Said Rabbah bar bar Hannah said R. Yohanan said, “There is a dispute in a case in which they saw that she had sexual relations with the man, for the House of Shammai take the view that a man will have sexual relations merely to fornicate, and the House of Hillel take the view that a man will not have sexual relations merely to fornicate. But if they didn’t see her having sexual relations with the man, all parties concur that she does not have to get a second writ of divorce from him.”

## **LXXI. Mishnah-Tractate Gittin 8:9H-J, 8:10**

**A. IF HE MARRIED HER ON THE STRENGTH OF HER HAVING BEEN DIVORCED FROM A FORMER HUSBAND BY A “BALD” DEFECTIVELY WITNESSED WRIT OF DIVORCE, SHE GOES FORTH FROM THIS ONE AND FROM THAT ONE. AND ALL THE ABOVE CONDITIONS APPLY.**

1. I:1: How come a bald writ of divorce is invalid?



**B. AS TO “BALD” DEFECTIVELY WITNESSED WRIT OF DIVORCE – “ALL COMPLETE IT,” THE WORDS OF BEN NANNOS. R. AQIBA SAYS, “ONLY THEY COMPLETE IT WHO ARE RELATIVES SUITABLE TO GIVE TESTIMONY UNDER SOME OTHER CIRCUMSTANCE.” WHAT IS “BALD” DEFECTIVELY WITNESSED WRIT OF DIVORCE? ONE THAT HAS MORE FOLDS THAN WITNESSES.**

1. II:1: As to R. Aqiba’s position, on what basis does he not validate a slave as witness? So that people won’t conclude that he is valid to give testimony.

2. II:2: Said R. Zira said Rabbah bar Sheilta said R. Hamnuna the Elder said R. Ada bar Ahbah, “Concerning a bald writ of divorce that has seven folds and six witnesses, or six folds and five, or five folds and four, or four folds and three do Ben Nannos and R. Aqiba differ. But if the folds are three and the witnesses two, both parties concur that only a relative may complete it.”

a. II:3: Gloss of a secondary component of the foregoing.

3. II:4: Said R. Yohanan, “Only a single relative has been validated to sign as a witness, but not two, lest it should turn out that the writ is confirmed on the basis of the signatures of two relatives and only one valid witness.”

## **LXXII. Mishnah-Tractate Gittin 9:1**

**A. HE WHO DIVORCES HIS WIFE AND SAID TO HER, “LO, YOU ARE PERMITTED TO MARRY ANY MAN EXCEPT FOR SO-AND-SO” – R. ELIEZER PERMITS THE WOMAN TO BE DIVORCED ON SUCH A CONDITION. AND SAGES FORBID IT.**

1. I:1: Except for So-and-so: The question was raised: Does the word, except, stand for “Except for” or “on the stipulation”? Does it mean, “Except for,” and it is in a case in which he said, “Except for Mr. So-and-so,” that Rabbis and R. Eliezer disagree, on the ground that he has left something out of the writ of divorce; then, where he says, “On condition that you not marry Mr. So-and-so,” rabbis would concur with R. Eliezer, treating this stipulation as equivalent to any other? Or maybe it means, “On condition,” and it is in particular where the husband says, “On condition” that R. Eliezer differs from rabbis, but if he said, “Except,” he agrees with them, on the ground that he has omitted something from the writ?

2. I:2: Our Mishnah rule is not in accord with the Tannaite authority behind that which has been taught as a Tannaite statement: Said R. Yosé b. R. Judah, “R. Eliezer and sages did not differ in the case of him who divorces his wife and said to her, ‘Lo, you are permitted to any man except for Mr. So-and-so,’ in which case she is not divorced. Concerning what did they differ? A case in which he who divorced his wife said to her, ‘Lo, you are permitted to anybody on condition that you do not marry Mr. So-and-so.’ In this case, R. Eliezer permits her to marry anybody except for that man, and sages forbid it.”

a. I:3: R. Abba raised this question: “In respect to an act of betrothal, if someone used this language, what is the rule? The question may be addressed to both R. Eliezer and rabbis.”

**b. I:4:** Abbayye raised this question: “If he said to her, ‘Lo, you are permitted to marry anybody except for Reuben and Simeon,’ and then he went and said to her, ‘To Reuben and Simeon,’ what is the law? Do we rule, what he forbade he has permitted? Or maybe, what he forbade he has permitted, and what he has permitted he now has forbidden? If you should conclude, that he permits what he forbade, then if he says only the words, ‘To Reuben,’ what is the law? Do we take it to mean, ‘To Reuben and the same is so for Simeon,’ and the reason that he said, ‘To Reuben,’ is because he is the one he mentioned first? Or perhaps the sense is, to Reuben in particular? And if you should conclude that the sense is, to Reuben in particular, then if he said, ‘To Simeon,’ what is the law? Is the meaning, ‘To Simeon and the same is so for Reuben,’ and the reason that he mentioned Simeon is because he left off with him, or perhaps he meant, ‘To Simeon in particular’?”

**3. I:5:** Our rabbis have taught on Tannaite authority: After the death of R. Eliezer, four elders came together to reply to his opinions, and these are they: R. Yosé the Galilean, R. Tarfon, R. Eleazar b. Azariah, and R. Aqiba. R. Tarfon responded, saying, “Lo, if this woman went and married the brother of the one to whom she is forbidden and then he dies without children – will this one not turn out to have uprooted a principle of the Torah? Lo, you learn that this does not therefore constitute a valid severing of the marriage.” R. Yosé the Galilean responded, saying, “Where do we find a case in which something is forbidden to one party and permitted to another? What is forbidden has to be forbidden to all parties, and what is permitted has to be permitted to all parties. Lo, you learn that this does not therefore constitute a valid severing of the marriage.” R. Eleazar b. Azariah responded, saying, “‘Severing’ means what utterly severs the bond between him and her. Lo, you learn that this does not therefore constitute a valid severing of the marriage.” R. Aqiba responded, saying, “Lo, if this woman went and married a third party and had children and then was widowed or divorced, and then she went and married this one to whom she had been earlier forbidden, won’t it turn out that the writ of divorce is retrospectively nullified and her children by the second marriage turned into mamzerim? Lo, you learn that this does not therefore constitute a valid severing of the marriage. Another matter: Lo, if this man to whom she was forbidden was a priest, and the one who divorced her died – won’t it turn out that she is merely a widow so far as this one is concerned, but a divorcée to everybody else? Then there is an argument a fortiori: If a divorcée, who involves a minor consideration, is forbidden, as a married woman, which is a much weightier matter, all the more so should she be forbidden to everybody? Lo, you learn that this does not therefore constitute a valid severing of the marriage.” Said to them R. Joshua, “People don’t answer the lion once he’s dead” (T. **Git. 7:1D-7:5**).

**a. I:6:** Gloss of the foregoing.

**b. I:7:** Gloss of the foregoing.

**c. I:8:** Gloss of the foregoing.

**d. I:9:** Gloss of the foregoing.

e. I:10: Gloss of the foregoing.

I. I:11: Secondary argument.

f. I:12: Further gloss of the foregoing.

II. I:13: Gloss of I:12.

g. I:14: Further gloss of the foregoing.

4. I:15: Said Raba, “Lo, this is your writ of divorce on the stipulation that you not drink wine so long as I live,’ this is no severance. ‘...all the days of the life of Mr. So-and-so,’ this is a valid cutting off.”

5. I:16: Raba asked this question of R. Nahman: “If the husband said, ‘Today you’re not my wife, but tomorrow you’ll be my wife,’ what is the law? This question should be addressed to R. Eliezer, this question should be addressed to rabbis.”

6. I:17: Our rabbis have taught on Tannaite authority: “Lo, this is your writ of divorce on the stipulation that you marry Mr. So-and-so” – Lo, this woman should not remarry, but if she remarried, she should not go forth.

a. I:18: So what’s the sense of this statement?

8. I:19: Our rabbis have taught on Tannaite authority: “Lo, this is your writ of divorce, on the stipulation that you go up to the firmament,” “On the stipulation that you go down to the depths,” “On the stipulation that you bring me a cane of a hundred cubits,” “On the stipulation that you cross the Great Sea by foot,” it is not a valid writ of divorce. T.: If the stipulation is carried out, lo, this is a valid writ of divorce, but if the stipulation is not carried out, it is not a valid writ of divorce. R. Judah b. Tema says, “In such a situation it is a valid writ of divorce.” The governing principle did R. Judah b. Tema state, “In any case in which at the end it is not possible for one to carry out the stipulation, but to begin with one has made such a stipulation, what we have is mere spitefulness, and the writ of divorce is valid” (T. [Git. 5:12](#)).

a. I:20: Said R. Nahman said Rab, “The decided law accords with the position of R. Judah b. Tema.”

9. I:21: The question was raised: “Lo, this is your writ of divorce on the stipulation that you eat pig meat” – what is the law? Said Abbaye, “That’s precisely what we were just talking about the stipulation is void, the document valid.” Raba said, “It’s possible for her to eat it and be flogged.”

**B. WHAT SHOULD HE DO IN SUCH A CIRCUMSTANCE? HE SHOULD TAKE IT BACK FROM HER AND GO AND GIVE IT TO HER AGAIN, AND SAY TO HER, “LO, YOU ARE PERMITTED TO MARRY ANY MAN.”**

1. II:1: Who is the authority behind this unattributed statement?

**C. BUT IF HE WROTE IT INTO THE BODY OF THE DOCUMENT, EVEN IF HE BLOTTED IT OUT, THE WRIT REMAINS INVALID.**

1. III:1: Said R. Safra, “We have learned the Mishnah paragraph’s wording as: if he wrote it into the body of the document.”

2. III:2: Our rabbis have taught on Tannaite authority: “Any stipulation written in a writ of divorce invalidates it,” the words of Rabbi. Sages say, “A condition that would invalidate the writ if stated orally invalidates it if written, but one that would not invalidate the writ if stated orally does not invalidate it if it is written. Thus the word ‘except’ which invalidates the writ if stated orally invalidates the writ if written down, but ‘on the stipulation that’ which does not invalidate the writ if stated orally doesn’t invalidate it if written down.”

a. III:3: Said R. Zira, “They dispute only in a case in which the stipulation was inserted before the substantive part was written. Rabbi takes the view that we make a precautionary decree against using the language, ‘On the stipulation,’ because of the unacceptability of the language, ‘Except,’ while rabbis maintain that we do not make such a precautionary decree against the use of ‘on the stipulation’ because of the unacceptability of the language, ‘Except.’ But if the stipulation is inserted after the substantive part has been written out, all parties concur that the writ is valid. And Raba said, “They dispute about the rule pertaining after the writing of the body of the document. For Rabbi takes the view that we make a precautionary decree for the situation pertaining after the writing of the body of the document on account of the law that governs during the period before the writing of the document, and rabbis maintain that we do not make a precautionary decree for the situation pertaining after the writing of the body of the document on account of the law that governs during the period before the writing of the document. But as to the rule governing the situation prior to the writing of the document, all parties concur that the use of such language invalidates the document.”

I. III:4: The father of R. Abin recited before R. Zira the following Tannaite formulation: “If the scribe wrote the writ of divorce including a stipulation, all parties concur that it is invalid.”

### **LXXIII. Mishnah-Tractate Gittin 9:2**

**A. IF THE HUSBAND SAID, “LO, YOU ARE PERMITTED TO ANY MAN, EXCEPT FOR MY FATHER, AND YOUR FATHER, MY BROTHER, YOUR BROTHER, A SLAVE, OR A GENTILE,” OR ANY MAN TO WHOM SHE CANNOT BECOME BETROTHED – IT IS VALID. “LO, YOU ARE PERMITTED TO ANY MAN, EXCEPT, IN THE CASE OF A WIDOW, TO A HIGH PRIEST, IN THE CASE OF A DIVORCÉE OR A WOMAN WHO HAS UNDERGONE THE RITE OF REMOVING THE SHOE, TO AN ORDINARY PRIEST, A MAMZER GIRL OR A NETIN GIRL TO AN ISRAELITE, AN ISRAELITE GIRL TO A MAMZER OR TO A NETIN,” OR ANY MAN TO WHOM SHE CAN BECOME BETROTHED, EVEN THOUGH IT IS IN TRANSGRESSION FOR HER TO DO SO – IT IS INVALID.**

1. I:1: Or any man to whom she cannot become betrothed...or any man to whom she can become betrothed, even though it is in transgression for her to do so: The governing principle given in the opening clause is meant to encompass others who would be subject to extirpation for having sexual relations with her; the encompassing principle in the concluding clause is meant to take under the rule everyone else who is forbidden to marry her only because of a negative comm

2. I:2: Raba asked this question of R. Nahman, “If he used the language, ‘You may marry anybody’ except for being betrothed to a minor, what is the rule? Do we say that at this time at any rate he is not subject to a marital relation? Or perhaps he is going to enter the category of those who can have a marital bond? Is this an invalidating reservation in the writ, or not?”

3. I:3: Raba asked this question of R. Nahman, “‘You may marry anybody except for those yet to be born’ – what is the law? Do we say at this time, at any rate, they have not yet been born, or perhaps, they are destined to be born?”

4. I:4: “‘You may marry anybody except for your husband’s brother’ – what is the law? Do we say that, at this time, at any rate, she is not suitable for him? Or perhaps, it may come about that her sister may die, and she will be suitable for him?”

5. I:5: Raba asked this question of R. Nahman, “‘You may marry anybody except for someone with whom you commit fornication’ – what is the law? Do we say that in any event he has not left unsevered any marital tie? Or perhaps he has left unsevered a tie that affects her rights of having sexual relations?”

6. I:6: Raba asked this question of R. Nahman, “‘You may marry anybody except for having anal intercourse with anybody’ – what is the law? Do we say, lo, he has left no residual bond in the realm of vaginal intercourse, or perhaps the verse says, ‘As with a woman’ (Lev. 20:13)?”

## **LXXIV. Mishnah-Tractate Gittin 9:3**

### **A. THE TEXT OF THE WRIT OF DIVORCE IS AS FOLLOWS: “LO, YOU ARE PERMITTED TO ANY MAN.”**

1. I:1: It is obvious that if one said to his wife, “Lo, you are a free woman,” he has said nothing at all. If he said to his slave girl, “Lo, you are permitted to any man,” he has said nothing whatever. If he said to his wife, “Lo, you are your own,” does he mean, you are entirely your own, or only so far as your work is involved?

### **B. R. JUDAH SAYS, “LET THIS BE FROM ME YOUR WRIT OF DIVORCE, LETTER OF DISMISSAL, AND DEED OF LIBERATION, THAT YOU MAY MARRY ANYONE YOU WANT.”**

1. II:1: What is at stake in the dispute?

2. II:2: Said Abbaye, “Someone who writes a writ of divorce should not write out the words so that they may be read as ‘and it is just’ but rather ‘and this’; he should not spell the word that may be read ‘a roof’ but only ‘a letter.’ He should not write the word that may be read ‘to me from this’ nor the word that may be read ‘as a joke.’ He should put three y’s at the end of the words that can take them, since if he writes only two, they can be read ‘that they may be,’ ‘whom they may like.’ The vav in the words release and divorce should be lengthened, so that it can’t be read to yield ‘those who are divorced’ and ‘those who are released.’ The same letter of the word ‘accordingly’ should be lengthened, so as not to yield ‘in vain.’ He should not write the word so that it may be read ‘she shall not be married’ but only so that it can be read ‘to be married.’”

3. II:3: The question was raised: Do we require the words “and this” or do we not require them?

4. II:4: The use of the language, “From this day,” serves to exclude the position of R. Yosé, who has said, “The date in the document bears sufficient evidence.”

**C. THE TEXT OF A WRIT OF EMANCIPATION IS AS FOLLOWS: “LO, YOU ARE FREE, LO, YOU ARE YOUR OWN POSSESSION.”**

1. III:1: R. Judah ordained for the deed of sale of a slave the use of the following language: “This slave is legally enslaved and is exempt and absolved from all freedom and claims and demands of king or queen; no mark of any other owner is upon him; he is clear of all blemishes and boils that may break out in the next two years, whether new or old.”

a. III:2: What’s the remedy?

## **LXXV. Mishnah-Tractate Gittin 9:4**

**A. 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:**

1. I:1: Is that the whole list? Isn’t there also a superannuated writ of divorce?

2. I:2: Lo, there is the case of the bald writ of divorce?

3. I:3: Lo, there is the writ of divorce that violates the rule concerning keeping peace with the government and has an improper date

4. I:4: There are three writs of divorce which are invalid...lo, these are three kinds of invalid writs of divorce: What is excluded by the specific number stated at the opening clause, and what is excluded by the specific number stated at the concluding clause?

**B. IF HE WROTE IT IN HIS OWN HANDWRITING, BUT THERE ARE NO WITNESSES ON IT – IF THERE ARE WITNESSES ON IT, BUT IT IS NOT DATED; IF 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.**

1. II:1: Said Rab, “What we have learned here is the language, in his own handwriting.” And so said R. Yohanan, “The language we have learned is, in his own handwriting.”

2. II:2: Sometimes Rab said, “The wife has to go forth from the second marriage,” and sometimes Rab said, “She doesn’t have to go forth.”

3. II:3: Levi said, “Under no circumstances must she go forth from the second marriage.” So said R. Yohanan, “Under no circumstances must she go forth from the second marriage.”

a. II:4: Gloss.

**C. 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.”**

**1. III:1:** Said R. Judah said Rab, “‘The decided law accords with R. Eleazar in respect to writs of divorce.’ But when I reported this before Samuel, he said, ‘So, too, in the case of commercial documents.’ But Rab held that that is not so in the matter of documents.”

**a. III:2:** R. Abba bar Zabeda sent word to Mari bar Mar, “Ask R. Huna: ‘Does the decided law accord with R. Eleazar in respect to writs of divorce, or does the decided law not accord with R. Eleazar in respect to writs of divorce?’”

## **LXXVI. Mishnah-Tractate Gittin 9:5**

**A. TWO WITH IDENTICAL NAMES WHO SENT TO THEIR WIVES, ALSO BEARING IDENTICAL NAMES TWO WRITS OF DIVORCE WHICH WERE IDENTICAL, AND WHICH WERE MIXED UP – THEY GIVE BOTH OF THEM TO THIS ONE AND BOTH OF THEM TO THAT ONE. THEREFORE IF ONE OF THEM WAS LOST, LO, THE SECOND ONE IS NULL.**

**1. I:1:** Who is the authority behind this rule?

**B. FIVE WHO WROTE JOINTLY IN ONE AND THE SAME BILL OF DIVORCE BEARING A SINGLE DATE: “MR. SO-AND-SO DIVORCES MRS. SUCH-AND-SUCH,” “MR. SO-AND-SO DIVORCES MRS. SUCH-AND-SUCH,” ..., AND SO ON, FIVE TIMES, AND THERE ARE WITNESSES BELOW – ALL OF THEM ARE VALID. AND LET IT BE GIVEN OVER TO EACH ONE. IF THE FORMULA WAS WRITTEN ANEW IN FULL FOR EACH OF THEM, AND THERE ARE WITNESSES BELOW – THAT WITH WHICH THE NAMES OF THE WITNESSES ARE READ IS VALID.**

**1. II:1:** What is the definition of jointly, and what is the definition of the formula? Said R. Yohanan, “If there is a common date for all, it is a writ prepared jointly; if there is a separate date for each, it is a formula.” R. Simeon b. Laqish said, “Even if there is one date for all, it is still called a formula. A joint one is one in which he writes, ‘We, Mr. So-and-so and Mr. So-and-so, have divorced our wives, Mrs. Such-and-such and Mrs. Such-and-such.’”

**a. II:2:** It has been taught on Tannaite authority in accord with the position of R. Yohanan; it has been taught on Tannaite authority in accord with the position of R. Simeon b. Laqish.

## **LXXVII. Mishnah-Tractate Gittin 9:6**

**A. TWO WRITS OF DIVORCE WHICH ONE WROTE SIDE BY SIDE, AND THE SIGNATURES OF TWO WITNESSES, WRITTEN IN HEBREW, RUN FROM UNDER THIS ONE ON THE RIGHT TO UNDER THAT ONE ON THE LEFT, AND THE SIGNATURES OF TWO WITNESSES, WRITTEN IN GREEK, RUN FROM UNDER THIS ONE LEFT TO UNDER THAT ONE RIGHT, THAT WITH WHICH THE FIRST WITNESSES’ SIGNATURES ARE READ IS VALID.**



1. I:1: But why shouldn't one be validated by the signature of Reuben under it, and the other by the signature "son of Jacob witness" under it, for we have learned in the Mishnah: "Mr. So-and-so, a witness," is valid testimony?

2. I:2: Well, let this writ of divorce be validated by the two witnesses who sign in Hebrew and the other one by the two witnesses who sign in Greek? For we have learned in the Mishnah: A writ of divorce which one wrote in Hebrew with its witnesses' signing in Greek, or which he wrote in Greek, with its witnesses' signing in Hebrew...is valid. And should you say, since the second document is separated by two lines from its signatures, it is invalid, hasn't Hezekiah said, "If he filled up the space with signatures of relatives, it is valid"?

**B. IF THE SIGNATURES OF ONE, WRITTEN IN HEBREW, AND ONE WRITTEN IN GREEK, ONE WRITTEN IN HEBREW AND ONE WITNESS WRITTEN IN GREEK RUN FROM UNDER THIS ONE TO UNDER THAT ONE, BOTH OF THEM ARE INVALID.**

1. II:1: So can't one document be validated by one Hebrew signature and one Greek one, and the other by the same, since we have learned in the Mishnah: A writ of divorce which one wrote in Hebrew with its witnesses' signing in Greek, or which he wrote in Greek, with its witnesses' signing in Hebrew...is valid?

### **LXXVIII. Mishnah-Tractate Gittin 9:7, 9:8A-J**

**A. IF ONE LEFT OVER PART OF THE TEXT OF THE WRIT OF DIVORCE AND WROTE IT ON THE SECOND PAGE, AND THE WITNESSES ARE BELOW, IT IS VALID.**

1. I:1: If one left over part of the text of the writ of divorce and wrote it on the second page, and the witnesses are below, it is valid: But why not take account of the possibility that these were initially two distinct writs, and he kept the date of the first and the witnesses of the second, cutting off the date of the second and the witnesses of the first; the bottom of the first sheet and the top of the second, keeping the text continuous?

**B. IF THE WITNESSES SIGNED AT THE TOP OF THE PAGE, ON THE SIDE, OR ON THE BACKSIDE, IN THE CASE OF AN UNFOLDED WRIT OF DIVORCE, IT IS INVALID. IF ONE JOINED THE TOP OF THIS WRIT OF DIVORCE ALONGSIDE THE TOP OF THAT WRIT OF DIVORCE, AND THE WITNESSES ARE IN THE MIDDLE, BOTH OF THEM ARE INVALID. IF HE JOINED THE BOTTOM OF THIS ONE WITH THE BOTTOM OF THAT ONE, WITH THE WITNESSES IN THE MIDDLE, THAT WITH WHICH THE NAMES OF THE WITNESSES ARE READ ALONE IS VALID. IF HE JOINED THE HEAD OF THIS ONE ALONGSIDE THE BOTTOM OF THAT ONE, WITH THE WITNESSES IN THE MIDDLE, THAT WITH WHICH THE WITNESSES' NAMES ARE READ AT THE END IS VALID.**

1. II:1: Well, is that so! But lo, Rab signed at the side!

**C. A WRIT OF DIVORCE WHICH ONE WROTE IN HEBREW WITH ITS WITNESSES' SIGNING IN GREEK, OR WHICH HE WROTE IN GREEK, WITH ITS WITNESSES' SIGNING IN HEBREW, OR WHICH ONE WITNESS SIGNED IN HEBREW AND ONE IN GREEK, OR WHICH THE SCRIBE WROTE WHICH ONE WITNESS SIGNED, WITH THE SCRIBE AS THE SECOND WITNESS, IS VALID. IF IT WAS WRITTEN, "MR. SO-AND-SO, A WITNESS," IT IS VALID; "THE SON OF MR. SO-AND-SO, A WITNESS," IT IS VALID;**



**“MR. SO-AND-SO, SON OF MR. SO-AND-SO,” BUT HE DID NOT WRITE, “A WITNESS,” IT IS VALID. AND THUS DID THE SCRUPULOUS IN JERUSALEM DO.**

1. III:1: Said R. Jeremiah, “We have learned, if the scribe signs.”

a. III:2: Case.

**D. IF HE WROTE ONLY HIS FAMILY NAME AND HER FAMILY NAME, IT IS VALID.**

1. IV:1: Our rabbis have taught on Tannaite authority: The family name of one’s ancestors permitted in writs of divorce is any that has been used over the past ten generations. R. Simeon b. Eleazar says, “If it has been used for the past three generations, it is valid; from that time and backward, it is invalid.”

a. IV:2: In accord with which authority is the following statement that R. Hanina made, “If one wrote in a writ of divorce his family name used for three prior generations...”?

b. IV:3: Said R. Huna, “What verse of Scripture is pertinent? ‘When you shall beget children and children’s children and you shall have been long in the land’ (Deu. 4:25).”

I. IV:4: Said R. Joshua b. Levi, “The Land of Israel was destroyed only after seven courts had sanctioned idolatry.”

II. IV:5: Said R. Kahana and R. Assi to Rab, “In regard to Hoshea b. Elah it is written, ‘And he did that which was evil in the sight of the Lord yet not as the kings of Israel’ (2Ki. 17: 2), and also, ‘Against him came up Shalmaneser, king of Assyria’ (2Ki. 17: 4).”

III. IV:6: Said R. Hisda said Mar Uqba, and some say, said R. Hisda, Mari bar Mar expounded, “What is the meaning of the verse of Scripture, ‘And so the Lord has hastened the evil and brought it upon us, for the Lord our God is righteous’ (Dan. 9:14)? Because ‘the Lord is righteous’ ‘does he hasten the evil and bring it upon us.’”

## **LXXIX. Mishnah-Tractate Gittin 9:8K-N**

**A. A WRIT OF DIVORCE IMPOSED BY A COURT – IN THE CASE OF AN ISRAELITE COURT, IT IS VALID. AND IN THE CASE OF A GENTILE COURT, IT IS INVALID. IN THE CASE OF GENTILES, THEY BEAT HIM AND SAY TO HIM, “DO WHAT THE ISRAELITES TELL YOU TO DO,” AND IT IS VALID.**

1. I:1: Said R. Nahman said Samuel, “A writ of divorce imposed by an Israelite court in accord with the law is valid; not in accord with the law is invalid and invalidates a woman for marriage to a priest nonetheless. In the case of one required by a gentile court, if it is in accord with the law, it is invalid but invalidates a woman for marriage to a priest, and if it is not in accord with the law, then even the whiff of a writ of divorce is not present.”

a. I:2: Case. Abbayye came across R. Joseph in session and forcing certain men to issue a writ of divorce. He said to him, “Lo, we are not experts, and it has been taught on Tannaite authority: R. Tarfon would say, ‘In any

case in which you find gentile law courts, even though their law is the same as Israelite law, you may not go to them, since it says, “These are the judgments that you shall set before them” (Exo. 21: 1) – before them, not before gentiles. Another explanation: “before them,” not before those who are not experts’!”

### **LXXX. Mishnah-Tractate Gittin 9:9**

#### **A. IF THE WORD GOES AROUND TOWN, “SHE IS BETROTHED” – LO, SHE IS DEEMED BETROTHED. “SHE IS DIVORCED” – LO, SHE IS DEEMED DIVORCED:**

1. I:1: And on that basis do we declare a woman forbidden to her husband? Didn’t R. Ashi say, “We pay no attention to any sort of rumor after marriage”?

2. I:2: Our rabbis have taught on Tannaite authority: If a rumor circulated that she was fucked, they don’t pay attention to it; that she was married, they don’t pay attention to it; that she was betrothed, they don’t pay attention to it; if the name of the man is not mentioned, they don’t pay attention to it; that she was betrothed in another town, they don’t pay attention to it; that she is a mamzer, they don’t pay attention to it; that she is a slave girl, they don’t pay attention to it; that someone has sanctified his property or declared it ownerless, they don’t pay attention to it.

a. I:3: Said Rabbah bar bar Hannah said R. Yohanan, “It is not that there should have been a mere rumor. But if lights were burning and couches spread and people coming and going; then, if they say something she has been betrothed, this is a report. But if they don’t say something, this would represent ‘some reason to doubt it.’”

b. I:4: Said R. Abba said R. Huna said Rab, “It is not merely that they heard a rumor; it is only if they say, ‘Where did Mr. So-and-so hear it,’ and he said, ‘From Mr. Such-and-such, and he heard from Mr. Such-and-so,’ and onward, until we come to a reliable statement of matters.”

3. I:5: Said Abbaye to R. Joseph, “Do we suppress a rumor or not?”

a. I:6: Case.

b. I:7: Case.

c. I:8: Case.

d. I:9: Case.

#### **B. ...ON CONDITION THAT THERE SHOULD NOT BE SOME REASON TO DOUBT IT. AND WHAT WOULD BE A REASON TO DOUBT IT? “MR. SO-AND-SO HAS DIVORCED HIS WIFE CONDITIONALLY.” “HE TOSSED HER HER TOKENS OF BETROTHAL” – IT IS A MATTER OF DOUBT WHETHER IT LANDED NEARER TO HIM OR NEARER TO HER – , THESE ARE GROUNDS FOR DOUBT.**

1. II:1: Said Rabbah bar R. Huna, “The grounds for doubt of which they have spoken may arise even ten days later.” R. Zebid said, “If there is room for grounds for doubt, we take account of grounds for doubt.”

2. II:2: Said R. Ashi, “Any rumor that is not confirmed in court is null.” And said R. Ashi, “Of any rumor that circulates after marriage we do not take account.”

3. II:3: Said R. Jeremiah bar Abba, “They sent word from the household of Rab to Samuel, ‘May our lord instruct us: If a rumor circulated about a woman that she was engaged to the first party, and then a second party came along and betrothed her with a rite of betrothal that accords with the Torah, what is the law?’”

### **LXXXI. Mishnah-Tractate Gittin 9:10**

**A. THE HOUSE OF SHAMMAI SAY, “A MAN SHOULD DIVORCE HIS WIFE ONLY BECAUSE HE HAS FOUND GROUNDS FOR IT IN UNCHASTITY, SINCE IT IS SAID, ‘BECAUSE HE HAS FOUND IN HER INDECENCY IN ANYTHING’ (DEU. 24: 1).” AND THE HOUSE OF HILLEL SAY, “EVEN IF SHE SPOILED HIS DISH, SINCE IT IS SAID, ‘BECAUSE HE HAS FOUND IN HER INDECENCY IN ANYTHING.’”**

1. I:1: It has been taught on Tannaite authority: Said the House of Hillel to the House of Shammai, “But doesn’t Scripture say, ‘thing’ (Deu. 24: 1)?” The House of Shammai said to them, “But doesn’t Scripture say, ‘indecency’ (Deu. 24: 1)?”

a. I:2: And how do the House of Shammai deal with the word thing?

**B. R. AQIBA SAYS, “EVEN IF HE FOUND SOMEONE ELSE PRETTIER THAN SHE, SINCE IT IS SAID, ‘AND IT SHALL BE IF SHE FIND NO FAVOR IN HIS EYES’ (DEU. 24: 1).”**

1. II:1: What’s at stake here?

2. II:2: Said R. Pappa to Raba, “If he found in her neither indecency nor any other thing, what is the rule?”

3. II:3: Said R. Mesharshayya to Raba, “If he has decided to divorce her, but she is still subject to him and serving him, what is the law?”

4. II:4: It has been taught on Tannaite authority: R. Meir would say, “Just as there are different tastes in food, so there are different tastes in women. You can have a man who, if a fly falls into his cup, tosses out the contents and won’t drink what’s there. This is the type of Pappos b. Judah, who would lock up his wife when he went out. You can have a man who, if a fly falls into his cup, tosses out the fly but drinks the contents of the cup, and this is how most men are, who let their wives talk freely with their brothers and relatives. And you have a man who, if a fly falls into his dish, squashes it and eats it up. This is the trait of a wicked man, who sees his wife go out with her head uncovered, spinning in the market, naked at the arms – and bathing with men” (T. **Sot. 5:9**).

5. II:5: “For a hateful one put away” (Mal. 2:16) – R. Judah says, “If you have hated her, put her away.” R. Yohanan says, “He who puts his wife away is hated.”

## **Points of Structure**

### **1. DOES BABYLONIAN TALMUD-TRACTATE GITTIN FOLLOW A COHERENT OUTLINE GOVERNED BY A CONSISTENT RULES?**

The tractate takes form around Mishnah-tractate Gittin, and the intent of the compilers is to provide a systematic commentary to most of the statements of the Mishnah-tractate. Not only so, but the character of this commentary is cogent and coherent, with a limited program of issues brought to bear upon the elucidation of the Mishnah-tractate.

### **2. WHAT ARE THE SALIENT TRAITS OF ITS STRUCTURE?**

Simple questions of amplification are worked out, then more complex issues of theoretical law; rules pertinent to those in the Mishnah and formulated in accord with the formal and linguistic rules governing the formulation of the Mishnah-rules are brought into juxtaposition with the Mishnah-rules and systematically compared and contrasted, with the result that the corpus of law provided by the Mishnah is enriched and shown harmonious with a variety of further official statements. The principles of the law are then tested against interstitial cases.

### **3. WHAT IS THE RATIONALITY OF THE STRUCTURE?**

The principle of cogency derives from the Mishnah's sequence and propositional program; there is no other principle of cogency that unites large composites to one another, though within those composites, secondary accretions do abound.

### **4. WHERE ARE THE POINTS OF IRRATIONALITY IN THE STRUCTURE?**

These are listed presently.

## Points of System

### **1. DOES THE BABYLONIAN TALMUD-TRACTATE GITTIN SERVE ONLY AS A REPRESENTATION OF THE MISHNAH-TRACTATE OF THE SAME NAME?**

Not all passages of the Mishnah are systematically investigated, and there are sustained inquiries into passages that presently occur in the Tosefta or in other compilations of authoritative rules. So the Talmud-tractate serves not only as a re-presentation of the Mishnah-tractate of the same name, but the principal basis for the compilation of the tractate is the Mishnah-tractate, and no other composition or composite competes in importance or intellectual focus with the Mishnah-tractate.

### **2. HOW DO THE TOPICAL COMPOSITES FIT INTO THE TALMUD-TRACTATE AND WHAT DO THEY CONTRIBUTE THAT THE MISHNAH-TRACTATE OF THE SAME NAME WOULD LACK WITHOUT THEM?**

In compiling the relevant data for the other tractates, I present the account in three sections. On the left hand margin are important propositional composites that do not address the Mishnah's propositions but do affect them. At the right are the composites that complement the Mishnah's statements with topically relevant amplifications or that carry forward the Mishnah's principle to new data. Finally, I underline and also position in the center column large composites that strike me as entirely out of phase with the Mishnah, lacking all point of contact, whether topical or in principle or even theme, broadly construed. Identifying these items and distinguishing them from those on the right hand margin involve a measure of subjectivity, and for that reason, I have tried to impose the most rigorous and narrowest possible definition of what is both free-standing and also affective of the rest. In the center I give those utterly anomalous composites that ignore the principle of propositional or at least topical cogency altogether. Here, as we now see, the results are so paltry and one-sided that the analytical presentation required elsewhere proves simply irrelevant.

I.B. Miscellaneous Rulings  
on Proper Conduct

I.E: The Status of Syria

VII.D. Other Cases in Which We  
Take Account of Halves

XXII.D. Topical Appendix  
on the Winds

XXVI.B. Topical Appendix  
on Freeing Slaves

XLI.B. Topical Appendix  
on the Wars against Rome

LV.B. Various Remedies for  
Maladies. Demonology

The paltry result is striking. The handful of composites that find cogency in a problem other than one defined by the labor of Mishnah-exegesis all serve a single purpose. That

purpose is to complement the Mishnah with a topical composite relevant in some way or another either to the understanding of the Mishnah, as at I.E, XXVI.B, and XLI.B, or to extend and supplement a passage that, for its own reasons, is introduced as part of Mishnah-exegesis, as in the remaining entries. The anomalous composites in no way reshape our understanding of the Mishnah-tractate. They do not introduce perspectives that make us see the Mishnah's propositions or even its topical program in some fresh way; all merely convey information; none attempts a re-presentation let alone a reformation of the matter at hand.

### **3. CAN WE STATE WHAT THE COMPILERS OF THIS DOCUMENT PROPOSE TO ACCOMPLISH IN PRODUCING THIS COMPLETE, ORGANIZED PIECE OF WRITING?**

Before us is a large tractate, rich in powerful ideas and principles, vastly deepening our grasp of the laws and principles of Mishnah-tractate Gittin. The framers of the Talmud-tractate made one decision that would dictate the character of their work, which was, to privilege the Mishnah-tractate as the medium for organizing and presenting the topic of that tractate, the matter of divorce. The result is a well-disciplined, carefully-organized, and entirely coherent and systematic account of not the topic, divorce, but the Mishnah-tractate on that topic. Among numerous tractates that accomplish the systematic representation of Mishnah-tractates and in no material way reshape those tractates or diverge from their program, I can find no better evidence to refute the false notion that the Talmud is in any way disorderly, random, or disorganized.

Let us conclude by reverting to the contrary opinion set forth by Adin Steinsaltz, "One of the principal difficulties in studying the Talmud is that it is not written in a systematic fashion; it does not move from simple to weighty material, from the definition of terms to their use. In almost every passage of the Talmud, discussion is based on ideas that have been discussed elsewhere, and on terms that are not necessarily defined on the page where they appear."\* He further states, "Viewed superficially, the Talmud seems to lack inner order. ...The arrangement of the Talmud is not systematic, nor does it follow familiar didactic principles. It does not proceed from the simple to the complex, or from the general to the particular...It has no formal external order, but is bound by a strong inner connection between its many diverse subjects. The structure of the Talmud is associative. The material of the Talmud was memorized and transmitted orally for centuries, its ideas are joined to each other by inner links, and the order often reflects the needs of memorization. Talmudic discourse shifts from one subject to a related subject, or to a second that brings the first to mind in an associative way."\*\* What Steinsaltz proves in these statements is that he does not grasp the structure, order, or purpose of the Bavli. In the outline before us, we find ample refutation of every single allegation at hand.

\*Adin Steinsaltz, *The Talmud. The Steinsaltz Edition. A Reference Guide* (N. Y., 1989: Random House), p. vii. The more I study Steinsaltz's conception of the Talmud as set forth in his general introductions to his "edition," the more I am persuaded that he does not have a clear grasp of the character of the document at all, though his representation of matters, in the tradition of the Romm edition of the Bavli, certainly has much to recommend it. But his strength lies in the explanation of words and phrases, not in the characterization of the document or in the grasp of its structure and coherence. Whether his explanation of words and phrases bears the marks of more than paraphrastic erudition is for specialists in philology and exegesis to indicate; my impression is that it does not.

\*\**ibid.*, p. 7.

Specifically, we have seen in this outline, as in the outline of every other tractate, these facts: [1] The Talmud exhibits a well-crafted inner order. [2] The arrangement of the Talmud is systematic and assuredly does follow familiar didactic principles. [3] It does proceed from the simple to the complex, from the general to the particular...[4] It has a ubiquitous and blatant formal external order. [5] The structure of the Talmud is not associative but systematic, referring at every point to the exegesis of a passage of the Mishnah or the secondary development of such an exegesis. [6] The order of discourse reflects not the needs of memorization but the requirement of systematic, logical exposition of, first the Mishnah's text, then the Mishnah's law. [7] The Talmudic discourse therefore does not shift from one subject to a related subject, or to a second that brings the first to mind in an associative way, because the authors of compositions and compilers of composites intended to set forth a clear, well-articulated, propositional document, and that is precisely what they have accomplished. These are the facts that this academic commentary has laid out in detail for Bavli-tractate Gittin; these are the irrefutable results of the outline at hand. The contrary view rests upon mere impressions and guess-work and has been refuted in these pages.