

III.

BAVLI GITTIN CHAPTER THREE

FOLIOS 24B-32A

3:1

- A. [24B] Any writ of divorce which is written not for the sake of this particular woman [for whom it is intended] is invalid.
- B. How so?
- C. [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” –
- D. it is invalid therewith to effect a divorce.
- E. Moreover:
- F. [If] one wrote a writ of divorce for divorcing his wife therewith and then changed his mind,
- G. [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,”
- H. it is invalid therewith to effect a divorce.
- I. [24B] Moreover:
- J. [If] one had two wives, and their names were the same,
- K. [if] he wrote a writ of divorce to divorce therewith the elder,
- L. he shall not divorce the younger with it.
- M. Moreover:

N. [If] he said to a scribe, "Write for whichever one I shall decide to divorce,"

O. it is invalid therewith to divorce a woman.

I.1 A. [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. *Said R. Pappa, "We deal with a case of scribes who are accustomed to practicing their craft."*

C. *Said R. Ashi, "A close reading of the Mishnah yields that point, since the language that is used is, the voice of scribes dictating [to students], and not, scribes reading...."*

D. *That proves the point.*

II.1 A. [Moreover:]: *What is the meaning of moreover?*

B. *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;*

C. *"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;*

D. *"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."*

II.2 A. *What is the scriptural foundation for this principle?*

B. *If Scripture had written, "And he will put a document of severing in her hand," I might have supposed that this was meant to exclude this first case, in which the document was not written as a writ of divorce at all, but if one had written the document for the purpose of divorcing his wife but then changed his mind, in which case the document was written for the purpose of a writ of divorce, I might have supposed that it is valid. So Scripture formulated matters in the language, "And he will write...."*

C. *If the All-Merciful had written, "And he shall write....," I might have supposed that that was meant to exclude a case in which he himself had not written the document, but if he has two wives, in which case the document was written for her, I might have said it is valid. So the All-Merciful added the word, "for her," meaning, for this particular woman.*

D. *What need do I have for the final case?*

E. *So we are informed that there is no possibility of a post facto clarification of the facts.*

III.1 A. **[If] he wrote a writ of divorce to divorce therewith the elder, he shall not divorce the younger with it:**

B. *It is the minor that he cannot divorce with this document, lo, with it he may divorce the adult* [Freedman: in spite of the danger of her being confused with the younger].

C. 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].”

D. *Said to him Abbaye, “Well, then what about this proposition, based on the language of the Mishnah paragraph: [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. It should here be the second party who cannot divorce his wife with this document, but lo, the first party should be able to do so! And yet, we rule, with reference to a situation in which two men have the same name, a third party cannot produce a claim against either one of them on the basis of the bond! So, in point of fact, in respect to the writ of divorce written by one man but used by another, it is valid if used by the first party only if there are witnesses to the act of delivery, in line with the position of R. Eleazar [that witnesses to the delivery are the principal consideration in effecting the divorce]. Here, too, where the two wives have the same name, the writ is valid if given to the one for whom it was written, only if there are witnesses to the delivery, conforming to the theory of R. Eleazar.”*

III.2 A. Said Rab, “All of the writs of divorce described here nonetheless invalidate the woman from being married into the priesthood [since priests cannot marry divorcées], except for the first [which in no way partakes of a valid writ].”

B. And Samuel said, “Even the first, too, invalidates a woman from marriage into the priesthood.”

C. *Samuel is consistent with positions held elsewhere, for said Samuel, “In every situation in which sages have repeated as the rule, ‘The writ of divorce is invalid,’ while it is indeed invalid, it still*

invalidates the woman from marriage into the priesthood; so, too, ‘a rite of removing the shoe that is invalid’ – it is invalid but it invalidates her from marriage to the other brothers.”

D. *In the West they say in the name of R. Eleazar*, “If the rite of removing the shoe is done with the left foot or by night, it is invalid and invalidates the widow from marrying the other brothers. [25A] If it was done with a minor or with a felt sock, the rite is invalid but does not invalidate the girl from marriage with the other brothers.”

E. Zeiri said, “None of them invalidate the widow from marrying the other brothers except for the last.”

F. And so said R. Assi, “None of them invalidate the widow from marrying the other brothers except for the last.”

G. But R. Yohanan said, “Even the last one does not invalidate the widow from marrying the other brothers.”

H. *R. Yohanan is consistent with positions held elsewhere* [in maintaining that we do not invoke the principle of retrospective clarification of the facts of the matter, in this case, the destination of the writ of divorce is not held to have been clarified post facto], *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].”

I. *And it was necessary to have his opinions in both particular areas of law [to the same effect, namely, we do not invoke the principle of retrospective clarification of the facts of the matter]. For if the principle had been stated with reference to the present topic, it would be with reference to the present topic in particular that R. Yohanan took the position that we do not invoke the principle of retrospective clarification of the facts of the matter, because we require the fulfillment of the scriptural verse, “for her,” meaning, for this particular woman*

alone [excluding the possibility of post facto clarification]; but in the other matter, it is a matter of sale of property that the All-Merciful has said reverts in the Jubilee, but as to inheritances or gifts, that would not be the case. And if we had heard the rule concerning the field, it would be by way of imposing a strict rule, or, also, a ruling before the fact, but here, I might say that he does not maintain that view. So both particular examples of the same principle are required.

- III.3** A. *R. Hoshai 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?”*
- B. *He said to him, “You have learned as a Tannaite formulation in solution of this problem, Moreover, [if] he said to a scribe, ‘Write for whichever one I shall decide to divorce,’ it is invalid therewith to divorce a woman. Therefore there is no possibility of invoking the principle of retrospective clarification of the facts of the case.”*
- C. *An objection was raised: He who says to his children, “Lo, I shall slaughter the Passover-offering in behalf of the one of you who will get up to Jerusalem first” – once the first [child] poked his head and the greater part of his body into the city, he has effected acquisition of his share and has furthermore effected acquisition in behalf of his brothers along with himself [M. Pes. 8:3A-B] [which bears the sense that a retrospective selection has been made].*
- D. *He said to him, “Hoshayya, my son, what has the law of Passover to do with the law of writs of divorces! Lo, it has been stated in that connection: Said R. Yohanan, ‘He made that statement in order to make the children eager to carry out their religious duties.’ A close reading of the Mishnah passage shows the same: Once the first [child] poked his head and the greater part of his body into the city, he has effected acquisition of his share and has furthermore effected acquisition in behalf of his brothers along with himself. Now if you maintain that the father had already counted all of the children as part of the association for the lamb in question, then this makes sense. But if you maintain that he did not mentally identify them with the*

association for the lamb, then, can they be included for that purpose only after the lamb has been killed? And have we not learned in the Mishnah: **They register and then withdraw their registration from it until the moment that one will slaughter it [M. Pes. 8:3D].**”

E. So, too, it has been taught on Tannaite authority: There was a case in which the daughters came in before the sons, and it turned out that the daughters were prompt, the sons lazy.

- F. Said Abbaye, “[Hoshayya] asked [Judah] about a case in which the man leaves the choice to a third party [namely, the upshot of which wife comes out of the front door first], and he has answered him on the basis of a case in which the man leaves the choice in his own hands; and then R. Hoshayya objects on the basis of a case in which the man leaves the ultimate decision to others once more!”
- G. Said Raba, “Oh come on, what’s the problem! Maybe from the perspective of someone who affirms the principle of retrospective clarification of the facts of the matter, there is no distinction to be drawn between one’s leaving the matter in his own hands and leaving the ultimate decision in the hands of others! One way or the other, one affirms the principle of post facto clarification of the facts. And one who denies the principle of retrospective clarification of the facts of the matter, likewise maintains that there is no distinction to be drawn between one’s leaving the matter in his own hands and leaving the ultimate decision in the hands of others. One way or the other, he denies the principle of retrospective clarification of the facts of the matter.”
- H. Said R. Mesharshayya to Raba, “But lo, there is the case of R. Judah, who makes such a distinction, since, in the case of one who keeps matters in his own hands, he does not affirm the principle of post fact clarification of the facts of the matter, but in the case of leaving matters in the hands of others, he does affirm the view that there can be a post facto clarification of the facts of the matter. In the case of one who keeps matters in his own hands, he does not affirm the principle of post facto clarification of the facts of the matter, as has been taught on Tannaite authority: **He who purchases wine among the Samaritans [in a situation in which he cannot presently separate tithes but wishes to drink the wine,] says, ‘Two logs [out of one hundred] which I shall separate, behold, these are [made] heave-offering, and [the following] ten [logs are made first] tithe, and [the following] nine [logs are made] second tithe.’ [25B] ‘He regards [the wine] as unconsecrated produce, and drinks it [M. Dem. 7:4],’ [T. Dem. 8:5:] the words of R.**

Meir. But R. Judah, R. Yosé, and R. Simeon prohibit this procedure [Kirzner: maintaining that retrospective designation is not acceptable; they maintain no retrospective designation that would make the wine drunk unconsecrated and that which remained would be the part that was originally consecrated, and this shows that Judah does not hold the principle of retrospective clarification of the facts of the matter, thus necessitating the transposition of the cited passage]. *But in the case of leaving matters in the hands of others, he does affirm the view that there can be a post facto clarification of the facts of the matter, as we have learned in the Mishnah: [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. [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. 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. What is her status in those days? R. Judah says, ‘She is in the status of a married woman in every respect’ – and yet, when he dies, the writ of divorce takes effect!”*

- I. *Said R. Mesharshayya to Raba, “But lo, there is the case of R. Simeon, who makes such a distinction, since, in the case of one who keeps matters in his own hands, he does not affirm the principle of post facto clarification of the facts of the matter, but in the case of leaving matters in the hands of others, he does affirm the view that there can be a post facto clarification of the facts of the matter. In the case of one who keeps matters in his own hands, he does not affirm the principle of post facto clarification of the facts of the matter, as in the case just now dealt with. That in the case of leaving matters in the hands of others, he does affirm the view that there can be a post facto clarification of the facts of the matter is in line with that which has been taught on Tannaite authority: If he said, ‘Lo, I am having sexual relations with*

you on condition that my father consents to the betrothal,' she is betrothed even if the father did not agree. R. Simeon b. Judah said in the name of R. Simeon, 'If the father agreed, she is betrothed, [26A] but if not, she is not betrothed.'"

- J. *He said to him, "From the perspective of R. Judah and R. Simeon, there is no difference between keeping matters in one's own hands and leaving matters in the hands of others, they affirm one way or the other the principle of retrospective clarification of the facts of the matter. But in the case of the Samaritan wine, they supply the reason for prohibiting it in the Tannaite formulation: They said to R. Meir, 'Don't you concur that the wineskin may burst and the wine be spilt [in which case there can be no possibility of designating the various dues (Freedman)]? Then it will turn out retrospectively that this one will be drinking wine that is liable to tithing but has not been tithed?' He said to them, 'So when it bursts [we'll worry].'" [This is not likely and there is no reason to worry about it.]*

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.**
- B. **[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.**
- C. **[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 –**
- D. **for good order.**
- E. **R. Judah declares invalid in the case of all [such blank copies of writs].**
- F. **R. Eleazar declares valid in the case of all of them,**
- G. **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.**

- I.1** A. 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. *And it is necessary for Samuel to tell us that the passage at hand, as he reads it, is in accord with the principle of R. Eleazar, for had we heard only the first of the cases in which he made that very same*

point, [not writing the writ on something attached to the soil,] I might have supposed that it was with special reference to that item in particular that it is to be read in accord with the position of R. Eleazar, since one must do so in line with the contrast and harmonization of the language, they do not write, as against, if it was written.... But as to the further passage, which states, **for the confirmation of the writ of divorce is solely through its signatures [of the witnesses] [M. 2:3D]**, I might have supposed that it represents the position of R. Meir, who holds that the witnesses to the signing of the writ are the ones that effect the severance of the marital bond. And if we had heard only that item, I might have supposed that that item was to be established in accord with the principle of R. Eleazar, but in respect to the present one, I might have maintained that since the final entry accords with the principle of R. Eleazar, the opening entry does not accord with his view. So all these points had to be made explicit.

II.1 A. For good order:

- B. *What's the meaning of for good order?*
- C. Said R. Jonathan, "On account of the good order of the scribes, and that is in line with 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.' For by strict logic, it should have been the rule that even the formula of the writ of divorce ought not to be written beforehand, but for the good order of the scribes, rabbis permitted doing so."

III.1 A. R. Judah declares invalid in the case of all [such blank copies of writs]:

- B. *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.*

IV.1 A. R. Eleazar declares valid in the case of all of them:

- B. *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.*

- V.1** A. **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:**
- B. *But when the word “for her” was set forth in Scripture, it was with reference to the substantive part of the writ of divorce!*
- C. *Rather, say, “Because it is written, ‘He shall write for her,’ meaning, expressly for her.” [Freedman: Therefore we forbid writing the form for fear it may lead to writing the substantive part.]*
- D. **[26B]** *Isn’t there a contradiction between two statements of R. Eleazar then?*
- E. *What there is is a contradiction between two Tannaite statements of R. Eleazar’s position.*
- V.2** A. **[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.”
- B. R. Hisda said Abimi [said], “[The good order] is on account of the relief of deserted wives. And there are those who say that it represents the theory of R. Meir, and there are those who say that it represents the theory of R. Eleazar. There are those who say that it represents the theory of R. Meir: ‘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 husband may have a fight with the wife, and in a temper tantrum throws her the writ of divorce, and then [the writ being written but not signed] makes her a deserted wife [she is not divorced but not married any more]. And there are those who say that it represents the theory of R. Eleazar: ‘It is the witnesses to the delivery of the writ of divorce who serve to sever the marital bond.’ As a matter of strict law, it should have been the rule that even the formula of the writ of divorce ought not to be written beforehand, but the husband may want to go overseas, and, not finding a scribe available, he may leave her [without giving the writ of divorce] so she would become a deserted wife [if he never comes back and they don’t find his body].”

VI.1 A. [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:

- B. *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” [Simon: 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.]*
- C. *Said R. Amram, “This matter I heard from Ulla, who said, ‘It is for the good order of the offspring,’ but I didn’t understand what that might be. Now that I have heard that which has been taught on Tannaite authority, namely, if someone said to a scribe, ‘Write a writ of divorce to my betrothed, when I marry her, I shall divorce her,’ lo, this is not a valid writ of divorce, and said Ulla, ‘How come? It is a precautionary decree, lest people say that her writ of divorce is prior to her child,’ I know that here, too, the date is put in, as a precautionary decree, lest people say that her writ of divorce is prior to her child.”*

VII.2 A. 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].”

B. *Rab called R. Eleazar, “The most fortunate of the sages.”*

C. *Is it the fact, then, that the law is in accord with his view even with reference to other documents? And didn’t R. Pappi*

say in the name of Raba, “The judges’ validation written prior to the witnesses’ presentation of their testimony as to their signatures on the document is invalid, simply because it appears to be deceit”? Here, too, surely it would appear to be deceit!

D. But that’s nothing, in line with what R. Nahman said, for said R. Nahman, “R. Meir would rule, ‘Even if one found it in the garbage and had it properly signed and handed it over to her, it is a valid writ of divorce’”! And even rabbis differ from R. Meir only with respect to writs of divorce for women, in which case we require that the writing be for the sake of that particular woman, but as to other documents, that is not the case, for said R. Assi said R. Yohanan, “A note that was given for a loan that has been repaid cannot be used for the purpose of recording another loan, for the obligation incurred through the first loan has already been annulled.” So the operative consideration is that the first loan has been annulled. But the issue of whether or not the contents of the document appear to convey deceit is not taken into consideration.

3:3A-E

- A. [27A] He who is bringing a writ of divorce and lost it –**
- B. [if] he found it on the spot, it is valid.**
- C. And if not, it is invalid.**
- D. [If] he found it in a satchel or a bag,**
- E. if he recognizes it, it is valid.**

- I.1** A. [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.

- B. *Said Rabbah, "There is no contradiction. In the one case [in which we do not return the document after any appreciable interval] we speak of a place in which caravans pass by commonly [so that a random sample may produce more than one document with the same names as the one that has been lost], in the other, a place in which caravans do not pass by commonly [and we therefore are not likely to come up with two writs with the same exact names].*
- C. *"And even in a place in which caravans pass by commonly, the rule applies only in a case in which it is established that two persons bearing the same name, for example, Joseph son of Simeon, are located in that town." For if you do not hold that position, there is a contradiction between two teachings in the name of Rabbah.*
- D. *For there was the case of a writ of divorce that was found in the courthouse of R. Huna, in which it was written, "At Savire, a place located by the canal Rakis." Said R. Huna, "We take account of the possibility that there are two towns bearing the name Savire."*
- E. *Said R. Hisda to Rabbah, "Go and investigate that matter. In the evening session, R. Huna will ask you about it." He went out and investigated and turned up the following teaching in the Mishnah that is pertinent to the case: **...any document which is prepared in a court – lo, this one should return [them] [M. B.M. 1:8A-B].**" [Daiches, Baba Mesia 18A: The endorsement of the court shows that the transaction referred to in the document has been completed, so that the apprehension that the person who authorized the document to be written may have changed his mind and refused to complete the transaction does not arise. As the writ of divorce referred to by R. Huna was found in the rabbi's courthouse, it must be assumed that it was lost after it was dealt with by the court and that therefore it must be treated like a document endorsed by the court.]*
- F. *Now lo, the court of R. Huna is in the category of a place in which caravans pass by commonly. And lo, Rabbah maintained that the document was to be returned. Therefore it must follow that the rule applies only in a case in which it is established that two persons bearing the same name, for example, Joseph son of Simeon, are located in that town, but otherwise it does not apply.*

G. *In accord with this position, Rabbah made a decision in a practical case involving a writ of divorce that turned up in flax in Pumbedita.*

H. *Some say that it was a place in which flax was for sale, but it was a locale in which two persons bearing the same name were not known to be located, even though caravans commonly passed by the spot; others say that it was the place where the flax was steeped, and even though two persons with the same name were known to be situated nearby, still, caravans did not commonly pass by. [The lost writ was found in a place in which only one of the two conditions was met and he ordered it returned to the wife, who therefore was deemed divorced.]*

- I.2** A. *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. **Git. 3:3A-C**].*
- B. *“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 [27B] it follows that ‘when the husband concedes its validity, it is to be returned to the wife’ – and even after a considerable interval!”*
- C. *R. Zira explained the contradiction in the following way: “In the one case [in which we do not return the document after any appreciable interval] we speak of a place in which caravans pass by commonly [so that a random sample may produce more than one document with the same names as the one that has been lost], in the other, a place in which caravans do not pass by commonly [and we therefore are not likely to come up with two writs with the same exact names].”*
- D. *Some say, “And that is the case only when it is established that two persons known to have the same name live in the same locale, in which case we do not return the writ of divorce,” following the position of Rabbah.*

E. *Others say, “Even though it is not established that two persons known to have the same name live in the same locale, the writ is not returned to the wife,” in contradiction to the position of Rabbah.*

F. *Now there is no problem in explaining why Rabbah did not rule in the way that R. Zira did, since, so far as he was concerned, he preferred to raise the question of the contradiction that apparently separated the two Mishnah passages. But why did R. Zira not see matters as Rabbah did [and concur that there was an apparent contradiction between the two Mishnah passages]?*

G. *R. Zira would respond to that question as follows: “Is it expressly stated in our Mishnah passage, ‘...but if he said to them, “Hand it over to her,” they hand it over to her – and even after a considerable interval’? Perhaps this is the sense of the passage: ‘...but if he said to them, “Hand it over to her,” they hand it over to her [only on the spot, but not after a long time], just as we assumed at the outset.”*

H. *Now in the view of the one who says that in R. Zira’s view, in a place in which caravans pass commonly, the document is not to be returned, even if it is not established that two persons of the same name live in that locale, and that he therefore differs with Rabbah, what is the point at issue? [B. **B.M. 18A** adds the following, lacking in the version before us: *Rabbah takes the view that when the Mishnah teaches, ...any document which is prepared in a court – lo, this one should return [them]* [M. **B.M. 1:8A-B**], it deals with a document that happens to turn up in court, and a court is in the category of a place in which caravans commonly pass, so, it must follow, the operative consideration is that that is the case only if it is established that two persons of the same name live in that locale, one should not return the writ [in which case both conditions are met]. But if it is not established that two persons of the same name live in that locale, one indeed does return the writ. And R. Zira will respond, “Now does the Mishnah passage*

state, ‘...any document which is prepared in a court that happens to turn up in court’? What is stated is simply, **...any document which is prepared in a court – lo, this one should return [them] [M. B.M. 1:8A-B].** *And under any circumstances the passage speaks, therefore, of one that is located outside of court.”*

I. Said R. Jeremiah, “[The Tannaite teaching found outside of the Mishnah that rules, **‘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’]** deals with a case in which witnesses testify, ‘We signed only a single writ of divorce in the name of Joseph b. Simeon.’ [Daiches: Only in such a case is the rule that the writ is to be returned.]”

J. *If that is the case, then what is to be inferred [from the instruction that the writ is to be returned]? [That is perfectly obvious.]*

K. *What might you have ruled? That one should take account of the possibility that by some freak accident the names of the husband and of the witnesses on one writ coincide with the names of the husband and the witnesses on another writ? In this statement we are told that that is not the case.*

L. R. Ashi said, “[The Tannaite teaching found outside of the Mishnah that rules, **‘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’]** deals with a case in which the husband says, ‘There is a hole beside such-and-such a letter on the document,’ and specifically by a particular letter. But if he says, ‘There is a hole,’ without further specification, that is not the rule.”

M. R. Ashi was puzzled as to the status of distinguishing marks [that is, as to the validity of a claim to lost property when someone describes the article's traits in detail], not knowing whether that rule derives from the authority of the Torah or from that of scribes.

I.3 *A. 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. They gave it back to him. He said, "I do not know whether they returned it to me because of the consideration of distinguishing traits, in which case they take the view that distinguishing traits form the principal consideration in returning a lost object by reason of the authority of the Torah, or whether the operative consideration was that I recognized it, on which account they returned it to me, in which case that was because of my status, in particular, as a disciple of rabbis, while in the case of an ordinary person, that would not be the rule."

II.1 A. And if not, it is invalid:

- B. What is the definition of "**not immediately**" [cf. T. **Git. 2:11E-F**]?
- C. R. Nathan says, "If he waited for a long enough time to go by for a caravan to pass and encamp."
- D. 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."
- E. And some say, "That no one has stopped there."
- F. Rabbi says, "Sufficient time to write a writ of divorce."
- G. R. Isaac says, "Sufficient time to read it."
- H. Others say, "Sufficient time to write it and to read it."

- I. Even if much time did go by, if there are identifying marks, they are taken as evidence, for example, if the one who was carrying it says that there is a hole at the side of such-and-such a document.
- J. But the common traits of a writ of divorce do not afford evidence toward identifying the particular document, for example, if he said, "It was long" or "short."
- K. If a messenger bearing a writ of divorce loses the writ [and then finds it] tied up in a purse, money bag, or ring, or **[28A]** if he found it among his household utensils, even long afterward, the writ is valid.

II.2 A. *It has been stated:*

- B. R. Judah said Samuel [said], "The decided law is: The writ is valid if nobody stopped there."
- C. Rabbah bar bar Hannah said, "The decided law is that the writ is valid if nobody passed by there."

D. *Why doesn't the one master say that the law accords with a named authority, and the other one likewise doesn't say that the law accords with a named authority [instead of spelling out the substance of the matter]?*

E. *It is because there is another reading that reverses the opinions [so rather than use the name, he prefers to use the actual opinion in his formulation].*

III.1 A. **[If] he found it in a satchel or a bag, if he recognizes it, it is valid:**

- B. *What is a satchel?*
- C. Said Rabbah bar bar Hannah, "A small pouch."
- D. *What is a bag?*
- E. *It's a box elders use for documents* [Freedman].

3:3F-J

- F. **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.**
- G. **An Israelite girl married to a priest,**
- H. **and her husband went overseas,**
- I. **eats heave-offering in the assumption that [her husband] is alive.**

J. He who sends his sin-offering from overseas – they offer it up in the assumption that he is alive [cf. M. Tem. 4:1].

- I.1**
- 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:] 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.”
 - B. Abbaye objected, “He who brings a writ of divorce, leaving the husband old, even a hundred years old, hands it over to the wife in the assumption that he is still alive.”
 - C. *That refutes the proposed interpretation.*
 - D. *But if you prefer, I shall say, once one has reached such a ripe old age, he is outstanding anyhow.*
- I.2**
- A. 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 said to him, “So are you comparing the rule governing priestly rations with the one that pertains to writs of divorce? In regard to priestly rations, there is an alternative of what she can eat, but in respect to a writ of divorce, there is no alternative [and she may end up a deserted wife]. *Not only so, but why not contrast rules governing priestly rations to the same effect, for we have learned in the Mishnah: An Israelite girl married to a priest, and her husband went overseas, eats heave-offering in the assumption that [her husband] is alive. And by 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].*”
 - C. *Said R. Adda b. R. Isaac, “That case is exceptional, for lo, he has prohibited her to himself an hour before he dies [Freedman: but his chance of dying does not enter into consideration].”*
 - D. *Objected R. Pappa, “So how do you know that he’ll die first? Maybe she’ll die first?”*

- E. *[Now, in dealing with the contradiction between the cited passage of the Mishnah and the following statement,] said Abayye, “There is no contradiction. The one case represents the view of R. Meir, who does not take account of the possibility that the husband may die while overseas, and the other case represents the view of R. Judah, who does take account of the possibility that the husband may die [suddenly]. For we have learned in the Mishnah: He who purchases wine among Samaritans [in a situation in which he cannot separate tithes right away, but wishes to drink the wine], says, ‘Two logs out of one hundred which I shall separate, behold, these are made priestly rations, and the following ten logs are made first tithe, and the following nine logs are made second tithe.’ ‘He regards the wine as unconsecrated produce and drinks it,’ the words of R. Meir [T. Dem. 8:7AA]. R. Judah, R. Yosé, and R. Simeon prohibited [doing so] [T. Dem. 8:7BB].”*
- F. *Raba said, [28B] “We do not take account of the possibility that he has died, but we do take into account the possibility that he may die” [Freedman: at any moment, as in the latter case, where he gives her the writ of divorce to come into effect an hour before his death].*
- G. *Said R. Adda bar Mattenah to Raba, “But lo, the case of the wineskin is parallel to the case of the possibility that the man may die, and yet there is a difference of opinion on that matter!”*
- H. *Said R. Judah of Disqarta, “The case of the wineskin is different, for it is possible to hand it over to someone to keep.”*
- I. *Objected R. Mesharshayya, “So who’s going to guard the guard [to make sure he doesn’t neglect the wineskin]?”*
- J. *Rather, said Raba, “We don’t take account of the possibility that he has died, but whether or not we take into account the chance that he may die is subject to Tannaite conflict of opinion.”*

- II.1** A. **He who sends his sin-offering from overseas – they offer it up in the assumption that he is alive [cf. M. Tem. 4:1]:**
- B. *But in the case of a sin-offering, don’t we require the laying on of hands on the beast?*
- C. *Said R. Joseph, “The reference is to an offering sent by a woman [in which case that rule does not apply].”*
- D. *R. Pappa said, “It refers to a sin-offering comprising fowl [not beasts, in which case there is no laying on of hands].”*

II.2 A. *And all three cases [the writ of divorce, the wife of the priest, the sin-offering] were required. For had we been informed only of the rule governing the writ of divorce, we might have assumed that that is the case because no alternative is available, but in the matter of the priestly rations, where there is an alternative [in unconsecrated food], I might have said that that is not the rule. And if we had been informed of the rule governing priestly rations, in which case there can be occasions on which there is no alternative but for her to eat that food, I might have thought that that is so, but not with reference to a sin-offering. And in the case of a sin-offering of fowl I might have said that we should not consider bringing what might be unconsecrated beasts into the Temple court; so all three rules were necessary, each covering its special case.*

3:4

- A. **Three things did R. Eleazar b. Parta say before sages and they confirmed his opinion:**
- B. **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 –**
- C. **that they are assumed to be alive.**
- D. **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 –**
- E. **they apply to them the stringent rules applicable to the living and the stringent rules applicable to the dead:**
- F. **An Israelite girl married to a priest, or a priest girl married to an Israelite [in cases like these] does not eat heave-offering.**

- I.1** A. **[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].*”
- B. *Said to him Abbaye, “But as to a gentile court, too, they might take bribes.”*
- C. *He said to him, “If they take bribes, that is before the words, ‘Pursi shanmag’ [Pahlavi: puris nameh, verdict (Freedman/Jastrow)], have been written, but after the words, ‘Pursi shanmag,’ have been written, they won’t take bribes.”*
- D. *An objection was raised: In any situation in which two get up and say, “We testify concerning Mr. So-and-so that his trial ended in the court of*

such-and-such, with Mr. So-and-so and Mr. So-and-so as the witnesses against him,” lo, this one is put to death [M. Mak. 1:10C-D].

- E. *Maybe the rule covering someone who escapes is different.*
- F. *Come and take note: If one has heard a report from an Israelite court saying, “Mr. So-and-so has died, Mr. So-and-so has been put to death,” they may permit his wife to remarry. If it came from gentile jailers saying, “Mr. So-and-so has died, Mr. So-and-so has been put to death,” they do not permit his wife to remarry. Now what can be the meaning of has died, and what can be the meaning of has been put to death? If I should propose that that means he actually has died or he actually has been put to death, and so, too, in regard to the gentile court, then with respect to the gentile court why should they not permit his wife to remarry? Lo, it is an established fact with us that in any case in which the gentile is speaking in all innocence, he is believed. So does it not mean, in the case of “died,” that he was taken out to die, and “put to death” that he was taken out to be put to death? And yet the Tannaite statement is, in the case of an Israelite court, they may permit his wife to remarry!*
- G. *In point of fact, while it means he actually has died or he actually has been put to death, and as to your statement, “And so, too, in regard to the gentile court,” so why is she not allowed to remarry, since it is an established fact with us that in any case in which the gentile is speaking in all innocence, he is believed – that is indeed the case in a matter in which gentiles themselves are not commonly involved, but here, where it is something in which they themselves are involved, they may be assumed to prevaricate [for their own purposes].*
 - H. *There are those who report the matter in the following language:*
 - I. *Said R. Joseph, “That rule pertains only to the case of someone who has been condemned by a gentile court, [29A] but as to someone condemned by an Israelite court, once they reach a decision to inflict the death penalty, the fellow is certainly put to death [without appeal].”*
 - J. *Said to him Abbaye, “But as to an Israelite court, too, there is the possibility that they might find grounds in his favor.”*
 - K. *He said to him, “If they find grounds for acquitting him, that would be prior to the laying down of the verdict, but once the verdict has been laid down, they don’t further find grounds for acquittal.”*

L. *May one propose that the following supports the present allegation: In any situation in which two get up and say, “We testify concerning Mr. So-and-so that his trial ended in the court of such-and-such, with Mr. So-and-so and Mr. So-and-so as the witnesses against him,” lo, this one is put to death [M. Mak. 1:10C-D].*

M. *Maybe the rule covering someone who escapes is different.*

N. *Come and take note: If one has heard a report from an Israelite court saying, “Mr. So-and-so has died, Mr. So-and-so has been put to death,” they may permit his wife to remarry. If it came from gentile jailers saying, “Mr. So-and-so has died, Mr. So-and-so has been put to death,” they do not permit his wife to remarry. Now what can be the meaning of has died, and what can be the meaning of has been put to death? If I should propose that that means he actually has died or he actually has been put to death, and so, too, in regard to the gentile court, then with respect to the gentile court why should they not permit his wife to remarry? Lo, it is an established fact with us that in any case in which the gentile is speaking in all innocence, he is believed. So does it not mean, in the case of “died,” that he was taken out to die, and “put to death” that he was taken out to be put to death? And yet the Tannaite statement is, in the case of an Israelite court, they may permit his wife to remarry!*

O. *In point of fact, while it means he actually has died or he actually has been put to death, and as to your statement, “And so, too, in regard to the gentile court,” so why is she not allowed to remarry, since it is an established fact with us that in any case in which the gentile is speaking in all innocence, he is believed – that is indeed the case in a matter in which gentiles themselves are not commonly involved, but here, where it is something in which they themselves are involved, they may be assumed to prevaricate [for their own purposes].*

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.**

- B. But if he [the husband] had said to him, “Get from her such-and-such an object,”
- C. he should not send it by means of someone else,
- D. for it is not the wish [of the husband] that his bailment should fall into someone else’s hands.

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

B. But that’s perfectly obvious!”

C. What might you otherwise have supposed? That that is the rule even though he didn’t get sick, and the reason that the Tannaite rule refers to **got sick** is that is the way things generally come about? So we are informed that that is not the case.

I.2 A. Now how am I to envisage the case at hand? If the husband said to the agent, “Bring...,” then even though he did not get sick, he also may appoint a substitute. And if the husband said to him, “You bring...,” then even if he got sick, he still should not appoint a substitute to complete the task. And if it were to accord with the position of Rabban Simeon b. Gamaliel, even if he got sick, he still shouldn’t appoint a substitute, for it has been taught on Tannaite authority: “Bring this writ of divorce to my wife” – lo, this one sends it with someone else. “You bring this writ of divorce to my wife” – lo, this one may not send it with someone else. Rabban Simeon b. Gamaliel says, “One way or the other, an agent may not then appoint another person to carry out his agency”!

B. If you wish, I shall say, he said “Take,” but that has the sense of, “Only if he gets sick,” and if you wish, I shall say, “You take,” but the case where he falls sick is exceptional, and if you wish, I shall say, “The passage represents the view of Rabban Simeon b. Gamaliel, but where the agent gets sick, the rule is exceptional.”

I.3 A. 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. *Said Abbayye, "In that case, what is the operative consideration? It is because of the humiliation of the husband [since people will then know that the husband couldn't write the document himself, which is an embarrassment to him (Freedman)], but here, obviously, the husband couldn't care less."*
- C. *Raba said, "The operative consideration is that there he only gave them verbal orders, and verbal orders can't be passed on to a third party."*
- D. *So what's the difference between the two explanations?*
- E. *At issue between them is the case of an agent appointed to prepare a deed of gift [Freedman: if someone said to two or three persons, "Write me a deed of gift for Mr. So-and-so," here the question of saving the face of the donor does not arise, as the donor was not supposed to write out his own deed of gift], along the lines of the dispute between Rab and Samuel; Rab holds that the situation of a gift is not comparable to that of a writ of divorce, and Samuel said that the situation of a gift is the same as that of a writ of divorce.*

- II.1 A. But if he [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:**
- B. *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."*
 - C. *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."*
 - D. *Well, then, both parties concur that where she goes out to meet the second agent and gives him the article and then takes the writ of divorce from him, it is entirely valid [Freedman: since there has been no departure from the husband's instructions in regard to the delivery of the writ of divorce itself]. Where they differ, it is in a case in which he said to him, [29B] "Take the article from her and then give her the writ of divorce," but he went and gave her the writ of divorce and then took the article. In that case, R. Yohanan invalidates the writ of divorce, even if it were handed over in such a manner by the first agent, all the more so the second; R. Simeon b. Laqish validates the writ even if delivered by the second agent, all the more so by the first.*

3:6

- A. He who brings a writ of divorce from overseas and got sick
- B. appoints a court and sends it [the writ, with someone else].
- C. And he says in their presence, “In my presence it was written, and in my presence it was signed.”
- D. And the latter does not have to say, “In my presence it was written, and in my presence it was signed.”
- E. But he merely states, “I am the agent of a court.”

- I.1** A. *Rabbis said to Abimi b. R. Abbahu, “Ask R. Abbahu the following question: May the messenger appointed by a messenger himself appoint a messenger, or may he not do so?”*
- B. *He said to him, “That shouldn’t be a pressing question for you, since you have in hand the following Tannaite statement: **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,’** from this it follows that he may indeed appoint an agent. Rather, what you should ask is this: When he appoints an agent, does he do so only in a court, or may he do so even not in a court?”*
- C. *They said to him, “Well, that’s not really a problem for us, since the Tannaite statement is clear: **But he merely states, ‘I am the agent of a court.’**”*
- D. *This is how R. Nahman bar Isaac repeated the discussion: “Rabbis said to Abimi b. R. Abbahu, ‘Ask R. Abbahu the following question: When the messenger appoints a messenger, does he have to do so before a court or not?’*
- E. *“He said to them, Rather, ask whether to begin with he may appoint an agent!”*
- F. *“They said to him, ‘Well, that’s no problem for us, for we have learned in the Mishnah: **the latter does not** – from this it follows that he may indeed appoint an agent. Rather, what is troubling us is this: When he appoints an agent, does he do so only in a court, or may he do so even not in a court?’*
- G. *“He said to them, ‘Well, that’s not really a problem for you, since the Tannaite statement is clear: **But he merely states, “I am the agent of a court.”**”’*

- I.2** A. Said Rabbah, “An agent in the Land of Israel may appoint any number of agents [without recourse to a court].”
- B. Said R. Ashi, “If the first of them dies, however, the agency of all of the rest of them is cancelled.”

C. Said Mar bar R. Ashi, “That statement of Father comes from his youth. If the husband dies, is there anything of consequence left for them to do? And from whom do all of them derive their agency if not from the husband? So, so long as the husband is alive, they all are agents, and when the husband dies, all of them cease to be agents.”

I.3 A. *There was someone who sent a writ of divorce to his wife. The agent said, “I don’t know her.”*

B. *He said to him, “Go, give it to Abba bar Minyumi, for he knows her, and he’ll go and give it to her.”*

C. *He came and didn’t find Abba bar Minyumi. He did come across R. Abbahu and R. Hanina bar Pappa and R. Isaac Nappaha, with R. Safra in session with him. He said to him, “Hand over your instructions to us, and when Abba bar Minyumi comes, we shall give the writ to him and he will go and give it to her.”*

D. Said to them R. Safra, “But lo, this man has not been appointed an agent to effect the divorce [but only to transmit the document to Abba, so he can’t give it to a third party]!”

E. *They were embarrassed.*

F. *Said Raba, “R. Safra stymied three rabbis enjoying official status.”*

G. *Said R. Ashi, “So how did he stymie them? Did the husband really say to him, ‘Abba bar Minyumi and not you [will deliver the writ]’?”*

H. *There are those who say, said Raba, “R. Safra thinks he’s stymied three rabbis enjoying official status, but he’s wrong.”*

I. *Said R. Ashi, “So where’s his mistake? What did the husband really say to him? ‘Abba bar Minyumi and not you [will deliver the writ].’”*

- I.4** A. *There was someone who sent a writ of divorce to his wife. He said to the agent, "Don't give it to her until thirty days have passed." But before the thirty days had passed, something happened so he couldn't do it. He came before Raba. Said Raba, "What is the reason that the Mishnah rule has said that one who gets sick can appoint someone else to carry out the commission? Because something has happened to prevent it. Well, in this case, too, something has happened to prevent it." He said to him, "Hand over your instructions to us, and when thirty days have passed, we shall appoint an agent to give it to her."*
- B. *Said rabbis to Raba, "But lo, [at this moment,] this man has not been appointed an agent to effect the divorce!" [That commission takes effect only when thirty days have passed.]*
- C. *He said to them, "Since at the end of thirty days he has the power to effect the writ of divorce, he is in the status of an agent who has been appointed to effect the divorce."*
- D. *Well, why not take account of the possibility that the couple may have been reconciled within the thirty days? Have we not learned in the Mishnah: "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 [M. Git. 7:8A-C]? And in studying this matter, we pointed out, "Don't we take account of the possibility that the couple may have been reconciled within the thirty days?" And said Rabbah bar R. Huna, "This is what my father, my master, has said in the name of Rab: 'He says to the agent when he hands over the writ, "Her word is acceptable to me to declare that I have not returned."'"* [Freedman: Otherwise we do take this possibility into account, so the man is not an agent for divorcing her.]
- E. *[Raba] was stymied.*
- F. *But then it become known that she was betrothed. Said Raba, "If they have made such a rule in respect to a married woman [that there may be a reconciliation], will they say so in respect to one that is merely betrothed?"*

G. *Said Raba, "This certainly is a problem for us, [30A] namely, when the court appoints an agent, do they do so in the presence of the original agent or not?"*

H. *But then he went and resolved the problem: "They do so whether before the original agent or not."*

I. *They sent word from there, "They do so whether before the original agent or not."*

I.5 A. *There was a man who said, "If I don't come back from now until thirty days have passed, it will be a valid writ of divorce" [that is, given now, effective in thirty days]. He came at the end of thirty days, but was held up at the ferry. He said to them, "Look, I'm back! Look, I'm back!"*

B. *Said Samuel, "That's not classified as coming back."*

I.6 A. *There was someone who said to them, "If I do not reconcile her in the next thirty days, let this be her writ of divorce."*

B. *He went and tried to reconcile her but did not succeed. Said R. Joseph, "Has he offered her a sack of gold coins and not been able to reconcile her?"*

C. *There are those who say, said R. Joseph, "Does he have to offer her a bag of gold coins? He did his best to reconcile her but she wouldn't be reconciled."*

D. *The latter accords with the view of him who said, "We take account in writs of divorce for circumstances over which the husband has no control," and the former accords with the view of him who said, "We do not take account in writs of divorce for circumstances over which the husband has no control."*

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]**
- B. **separates the produce in their behalf in the assumption that they are alive.**

- C. 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.
- D. [If] they died, he has to get permission from [their] heirs [to continue in this way to collect what is owing].
- E. If he lent them this money in the presence of a court, he does not have to get permission from the heirs.

- I.1**
- A. *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]?*
 - B. Said Rab, "It is a case in which he is dealing with members of the priestly or Levitical casts who are friends of his."
 - C. 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]."
 - D. 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.'"

E. The other authorities did not explain matters as did Rab, because the Tannaite formulation does not make reference to the fact that these are friends among the scheduled castes; they didn't accord with Samuel, because the formulation does not say that he had conveyed title through a third party; and they didn't accord with Ulla since they did not propose to explain an anonymous ruling to accord with only one individual [as against the consensus of sages].

- I.2**
- A. *Our rabbis have taught on Tannaite authority:*
 - B. **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].**

- I.3** A. The master has said: **He may make an agreement with them to do so at the lowest prevailing market price.**
B. *So what else is new?*
C. What he tells us is that even if he did not articulate this stipulation, it is as though he did so.

- I.4** A. **And that would not be forbidden by reason of usury:**
B. *How come?*
C. *Since if he has nothing, he gives nothing, when he does have something but gives less, this “less” is not reckoned as usury.*

- I.5** A. **The advent of the Seventh Year does not abrogate the debt:**
B. *That is because we don’t invoke the verse here, “He shall not press” (Deu. 15: 2). [Freedman: There is nothing he can claim from the debtors.]*

- I.6** A. **And if he should want to retract, he may not do so:**
B. Said R. Pappa, “That rule applies only in the case of a householder in relationship to a priest, but if the priest wants to retract, he may do so, *in line with what we have learned in the Mishnah: [If] he had paid over the coins but had not yet drawn the produce into his possession, he has the power to retract [M. B.M. 4:2D].*”

- I.7** A. **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:**
B. *Obviously.*
C. *No, it is necessary to make that point for the case in which the grain was on the stalk [prior to the blight]. It might have entered your mind to say that in that case the grain is treated as something of substance, so we are informed that that is not the case.*

- I.8** A. *It has been taught on Tannaite authority:*
B. **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.”**

- C. **R. Aha** says, “With the permission of all of the poor in the world” [T. **Git. 3:1E-H**].

I.9 A. *What’s at issue between them?*

- B. **[30B]** *At issue between them is Samaritan poor.*

I.10 A. **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**].

I.11 A. *And why did rabbis make provision for the possibility of his dying, but not for the possibility of his getting rich?*

- B. *Death happens, riches don’t.*

II.1 A. **[If] they died, he has to get permission from [their] heirs [to continue in this way to collect what is owing]:**

- B. *It has been taught on Tannaite authority:*

C. **[Now who are these heirs?] Rabbi** says, “They are anyone who actually inherits his estate” [T. **Git. 3:1C-D**].

II.2 A. *So are there those that don’t inherit?*

B. Said R. Yohanan, “Those that inherit land, not movables” [Freedman: a creditor cannot recover his debt from real estate belonging to an estate].

C. Said R. Jonathan, “If he left only a needle of land, the other can collect only to the extent of a needle of land, and if he left an ax of land, the other can collect only the extent of an ax.”

D. And R. Yohanan said, “Even if he left only a needle of land, he may collect to the extent of an ax, *along the lines of the case involving a small field of Abbayye.*” [B. **Ket. 91B**: *There was a man against whom there was a claim for a hundred zuz. He died and left a plot of ground worth fifty zuz. The creditor came and seized the land. The heirs went and gave him fifty zuz. Then he went and seized it again. When they came to Abbayye, he said, “It is a religious duty for the orphans to pay off the debt of their father. With the first funds that you paid over, you carried out your religious duty. Now, seizing the land, he has acted entirely in accord with the law. But we make that ruling only in a case in which the heirs did not say to the creditor, ‘These fifty zuz pay for the small plot of land,’ but if they did say to him,*

‘These fifty zuz are for the price of the plotlet,’ they have entirely dismissed his claim and he cannot seize the land again.”]

II.3 A. *Our rabbis have taught on Tannaite authority:*

- B. 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].
- C. 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.

II.4 A. *What’s the point of all this?*

B. *Said Abbaye, “Here is the point of all this:* An Israelite who said to a Levite, ‘You have some tithe in my possession and here’s the money for it’ – the latter does not have to take account of the possibility that the Levite has made that produce heave-offering of the tithe for a priest, covering produce in some other spot. If he said to him, ‘You have a kor of tithe in my possession, and here is the money for it’ – the latter does have to take account of the possibility that the Levite has already made the produce heave-offering for the priests for produce located elsewhere.”

C. *So are we dealing with cheaters, who take money and declare the produce to be heave-offering for the priests for produce located elsewhere?*

D. Rather, said R. Mesharshayya b. R. Idi, *“This is the sense of the matter:* An Israelite who said to a Levite, ‘Your father has some tithe in my possession and here’s the money for it ’ – the latter does not have to take account of the possibility that the father has made that produce heave-offering of the tithe for a priest, covering produce in some other spot. If he said to him, ‘You have a kor of tithe in my possession, and here is the money for it’ – the latter does have to take account of the possibility that the father has already made the produce heave-offering for the priests for produce located elsewhere.”

E. But do we suspect that people meticulous about tithing [that is, associates, and all Levites are in that status] are going to set aside the heave-offering of the tithe that they owe to the priests from produce in some other locale? [Certainly not.]

F. Rather, said R. Ashi, “*This is the sense of the matter: An Israelite’s son who said to a Levite, ‘Before my father died, he told me, “You or your father has some tithe in my possession”’ – he does have to take account of the heave-offering of the tithe that is in it, since the quantity is indefinite, so the owner’s father may not have made it available for ordinary use [by setting aside any priestly due that inhered]. But if he said, ‘You or your father have a kor of tithe in my possession,’ since the quantity is now specific, he may take for granted the owner has done what was required before he died.*”

G. *But has the householder the right to set aside the heave-offering of the tithe [from the Levite’s tithe for the priest’s share of that tithe]?*

H. *Yes indeed, that represents the position of Abba Eleazar b. Gamela, for it has been taught on Tannaite authority:*

I. Abba Eleazar b. Gamela says, ““And this heave-offering of yours shall be reckoned to you as though it were the grain of the threshing floor’ (Num. 18:27) – [31A] Scripture speaks of two classifications of heave-offering, the one is the great heave-offering, the other, the heave-offering that is separated from the tithe. Just as the great heave-offering may be designated by the priest by mere estimation, without measuring the exact quantity, and by merely making a mental decision, so heave-offering of the tithe is designated by a mere estimation without an exact measurement, and by a mental action. And just as the householder has the right to set aside the great heave-offering, so the householder has the right to set aside the heave-offering that is separated from the tithe.”

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],**
- B. **...coins, so that he may set apart second tithe on its account,**
- C. **he designates produce [as unconsecrated] relying upon them in the assumption that they remain available.**
- D. **“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.**

E. **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.”**

I.1 A. **“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:**

B. *What is the definition of the preceding twenty-four hours?*

C. R. Eleazar b. Antigonus says in the name of R. Eleazar b. R. Yannai, **[31B]** “The twenty-four hours prior to the moment at which he designated the produce for that purpose.”

D. *We have learned in the Mishnah: “If they got lost, lo, this one takes account of the possibility that they were lost [only] during the preceding twenty-four hours.” Now from the perspective of him who says that it is the twenty-four hours prior to this inspection, there is no problem understanding that statement; but if it is twenty-four hours from the moment at which he designated the produce for that purpose, what can the meaning of “for twenty-four hours” be, when a preferable formulation would be, “up to twenty-four hours”?*

E. *Good question.*

II.1 A. **“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.**

B. 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. *So it’s obvious that they disagree with him!*

D. *Yes, but what might you otherwise have supposed? What is the meaning of retroactively? It is twenty-four hours. So we are informed that that is not the case.*

III.1 A. **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”:**

- B. *A Tannaite statement*: when the east wind blows at the end of the festival in Tishré.

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

- B. 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.”

III.3 A. *So what’s the upshot?*

B. Said Raba, and some say, R. Pappa, “As a guide in a partnership [one partner may sell without asking the other in these seasons, and the other has no recourse if the decision turns out a wrong one].”

C. *After that point, what’s the rule?*

D. *Said Raba, “Every day is then the season for selling that produce.”*

Topical Appendix on the Winds

III.4 A. “And it came to pass, when the sun arose, that the Lord prepared a sultry east wind” (Jon. 4: 8):

B. *What is the sense of the word “sultry”?*

C. Said R. Judah, “When that wind blows, it creates furrows of waves in the sea.”

D. *Said to him Rabbah, “If so, then what’s the sense of the verse, ‘And the sun beat upon the head of Jonah so that he fainted’ (Jonah 4: 8)?”*

E. Rather, said Rabbah, “When that wind blows, it silences all the other winds. And that’s the sense of, ‘How your garments are warm when the earth is still by reason of the south wind’ (Job. 37:17).”

F. [With reference to the verse, “How your garments are warm when the earth is still by reason of the south wind” (Job. 37:17):] Said R. Tahalipa b. R. Hisda said R. Hisda, “When are your garments warm? When he makes the earth still from the south, for when that wind blows, it silences all the other winds.”

III.5 A. *R. Huna and R. Hisda were in session. Geniba went by them. One said to the other, “Let’s get up to pay our respects to him, for he is a master of the Torah.”*

B. *The other said to him, "Should we get up before a contentious man?"*

C. *In the meantime he came up to them. He said to him, "In what subject are you engaged?"*

D. *They said to him, "With the matter of the winds."*

E. *He said to them, "This is what R. Hanan bar Raba said Rab said, '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).'"*

III.6 A. *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."*

B. *When he saw R. Nahman bar Jacob coming, he showed his arm, saying, "The south wind is blowing."*

C. *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.'"*

D. *Said R. Nahman bar Isaac, "All three of them interpret the same verse of Scripture: 'Though he be fruitful among his brothers, an east wind shall come, and the breath of the Lord coming up from the wilderness, his spring shall become dry, and his fountain shall be dried up; he shall spoil the treasure of all pleasant vessels' (Hos. 13:15). 'His spring' is the woman's womb; 'his fountain shall be dried up' refers to the semen in the woman's womb; 'the treasure of all pleasant vessels' refers to the pearl in the sea."*

E. *Said Raba, "He's from Sura, where they read verses of Scripture very closely."*

F. *What is the meaning of "though he be fruitful among his brothers" (Hos. 13:15)?*

G. *Said Raba, "Even [32A] the pin in the handle of the plough loosens."*

H. *R. Joseph said, “Even a peg in a wall loosens.”*

I. *R. Aha bar Jacob said, “Even a cane in a wicker basket loosens.”*