

VI.

BAVLI GITTIN CHAPTER SIX

FOLIOS 62B-67B

6:1

- A. [62B] He who says, “Receive this writ of divorce for my wife,”
 - B. or, “Take this writ of divorce to my wife,”
 - C. if he wanted to retract, may retract.
 - D. The woman who said, “Receive my writ of divorce in my behalf,”
 - E. if he [the husband] wanted to retract, he may not retract.
 - F. Therefore if the husband said to him, “I do not want you to receive it for her, but bring and give it to her,”
 - G. if he wanted to retract, he may retract.
 - H. Rabban Simeon b. Gamaliel says, “Also: She who says, ‘Fetch my writ of divorce for me,’
 - I. “if he wanted to retract, he may not retract.”
- I.1** A. [“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’]....”
- B. Not at all. In point of fact, I shall say to you, the language “Bring” is not equivalent to the language, “Take title to...,” and it was necessary here to specify the case in which the husband had said, “Receive this writ of divorce

for my wife.” For it might have entered your mind to say, since the husband is not the one who has made the man the agent for receiving the writ of divorce [since only the wife has the power to do that], therefore, even if the writ of divorce reached her domain, it would not be valid. So we are informed that the language, “Receive,” bears the sense also of “convey.”

- C. *We have learned in the Mishnah: **The woman who said, “Receive my writ of divorce in my behalf,” if he [the husband] wanted to retract, he may not retract.** Does this not mean that there is no difference between using the language, “Receive,” and, “Take”?*
 - D. *No, this makes reference to use the language, “Receive,” in particular.*
 - E. *Come and take note: **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.** The operative consideration then is that he has said, “I do not want you to receive it for her, but bring and give it to her.” Lo, if he didn’t say, “I do not want you to receive it for her, but bring and give it to her,” then, if he wants to retract, he may not do so, which proves that the language, “Bring,” is tantamount to “acquire title”!*
 - F. *But maybe it should be read, “Here you are.” [Simon: Instead of “take,” and by saying, “Here you are,” he accepts the man as agent of the wife.]*
- I.2**
- A. *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?**
 - B. *Come and take note: **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 he [the husband] wanted to retract, he may not retract. Does this not refer to the case of a single agent in both cases, and that would prove that the one who is suitable for taking the writ also is suitable for receiving it for the wife?*
 - C. *Lo, it refers to two distinct agents.*
 - D. *Come and take note: **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.** Now here is a case in which there certainly is only a single*

agent, and it surely proves that the one who is suitable for taking the writ also is suitable for receiving it for the wife.

- E. *You may derive from that case proof that the man is suitable to serve as an agent for receiving a writ of divorce for a woman, for lo, the father receives a writ of divorce for his minor daughter. But the real issue is whether a woman can serve as an agent to convey the writ of divorce. What is the answer to that question?*
- F. *Said R. Mari, "Come and take note: **Even women who are not deemed trustworthy to state, "Her husband has died" [M. Yeb. 15:4], 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 [M. Yeb. 2:7A-B]. And here they are agents for conveying the writ of divorce.**"*
- G. *Said R. Ashi, "The same conclusion may be drawn from the same passage's concluding language: **A woman herself delivers her writ of divorce [from abroad], on condition that she must state, "In my presence it was written, and in my presence it was signed" [M. 2:7E-F]. And we assigned this statement to a case in which the woman had conveyed the writ of divorce.**"*
- H. *That is decisive proof.*
- I.3** A. *It has been stated:*
- B. *[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" –*
- C. *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."*
- D. *This proves, therefore, that it is in reliance upon the statement of the intermediary that the husband has relied, for, if you should imagine that it is upon reliance of the wife's statement that the husband has relied, then when the writ of divorce actually reaches her possession, nonetheless, she should be deemed divorced. [Freedman, Baba Mesia 76A: A woman is divorced only when the divorce writ actually reaches her hand or the hand of an agent appointed by her for the express purpose of accepting it on her behalf; an agent's powers are strictly limited to the terms of his appointment and he may not exceed them. In this case the wife merely authorized the agent to bring her the writ, while the agent told the husband that he was delegated to accept it on her behalf. The husband in handing the divorce said he was giving it in accordance with her*

instructions. No man can take a divorce to a woman on her husband's behalf unless the husband appoints him for that purpose, and the husband cannot authorize the man to accept the divorce on his wife's behalf, that is, that by his acceptance she shall be divorced, for such appointment is the wife's prerogative. So when the husband said, "Take it in accordance with her instructions," he must have meant, "I believe that she appointed you to accept it on her behalf, that by your acceptance she should become divorced." Consequently he did not appoint him as agent to take it to his wife. So the woman is divorced neither by the agent's acceptance, since she did not authorize him to accept it, nor by her own, since the agent has not been appointed by the husband to take it to her. This holds good on the hypothesis that the husband relied on the agent's statement only. But if it is assumed that he meant, "I give it to you exactly in accordance with her instructions and not with what you have said," that is the same as saying, "As she has instructed you to be her agent to bring it to her, so I instruct you to be my agent to carry it to her." Therefore when the writ reaches the wife, she should be divorced. The upshot is that the husband has relied on the agent's statement only, and, by analogy, the workers rely upon the major domo.]

- E. *Said R. Ashi, "How now! [63A] That conclusion would follow if the opposite were the rule, namely, [If a woman said to a man,] 'Accept in my behalf my writ of divorce,' [and the agent said to the husband, 'Your wife has instructed me,] 'Bring me my writ of divorce,'" and the husband said, 'Here it is, in accord with what she has said' – and R. Nahman said Rabbah bar Abbuha said Rab said, 'When the writ of divorce reaches her possession, she is then deemed to have been divorced.' That then would yield the conclusion that it was in reliance upon what the wife has said that the husband has made his decision. Or had the matter been formulated, when the writ of divorce reaches her possession, she is deemed to have been divorced, then we could have drawn the conclusion that it was in reliance upon the statement of the agent that the husband has relied. But there [in the context in which the ruling as we have it is stated], the reason for the ruling is that the agent has utterly defied the terms of his mission by stating, 'I am willing to be an agent for acceptance, but not for delivery of the writ of divorce.'"* [Freedman: By claiming that he was an agent for acceptance when in fact he was merely authorized to bring her the divorce, he showed unwillingness to take all that trouble and so he has cancelled his own authority. Therefore even if the husband's statement meant that he relied upon his wife and the agent changed his mind and did deliver the

writ, the delivery is invalid, since the agent himself has destroyed his own authority. But in the hypothetical case posited by Ashi, the agent's statement that he was empowered only to bring it to the wife when in fact he was authorized actually to accept it in her behalf did not annul his powers, if he was willing to go so far as to deliver it, he was certainly prepared for the lesser service of accepting it in the wife's behalf.]

- F. *[Contrary to the position of Nahman,] said R. Huna bar Hiyya, "Come and take note: 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. Lo, the operative consideration that the writ of divorce is null is that the husband has said he does want it that way; but if he had not said so and let the writ reach the wife, it is valid. But why should this be the case, since the husband cannot appoint an agent to receive the writ of divorce? So the operative factor must be that we invoke the principle, 'Once the husband has decided to divorce her, he says to himself, "Let her be divorced any way at all."' Here, too, once he has made up his mind to divorce her, he says to himself, 'Let her be divorced in any way possible.'"* [Simon: And similarly, once the writ has reached her, the husband makes the wife's agent retrospectively into his agent for conveying the writ.]
- G. *How are the cases parallel? In that case, a man knows that there is no such thing as his appointing an agent to receive the writ in behalf of the wife, so he has decided to hand it over to the agent for the purpose of conveying the writ. But here he gives it under a misapprehension* [Simon: that the wife has appointed him her agent for receiving it, when she has not done so].
- H. *Said Raba, "Come and take note: 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 [M. 6:3A-B]. So when the writ reaches her domain, nonetheless, she is divorced. But why should this be the case? Lo, she did not appoint him an agent for conveying the writ? So we must invoke the principle, 'Once the husband has decided to divorce her, he says to himself, "Let her be divorced any way at all."' Here, too, let us invoke the principle, 'Once the husband has decided to divorce her, he says to himself, "Let her be divorced any way at all.'"*
- I. *How are the cases parallel? In that case, a man knows that there is no such thing as a minor's appointing an agent to receive the writ in her behalf, so he has decided to hand it over to the agent for the purpose of conveying the writ. But*

here he gives it under a misapprehension [Simon: that the wife has appointed him her agent for receiving it, when she has not done so].

- J. *Come and take note:* [The woman who said to a messenger,] **“Receive my writ of divorce in my behalf,”** and the messenger said to the husband, **“Your wife said, ‘Receive my writ of divorce in my behalf,’”** **“Bring my writ of divorce to me,”** and the messenger reported to the husband that she had said, **“Bring it to her,”** and he said, **“Convey and give it to her”** – the agent has acquired title to it for her. If he said, **“Receive it for her,”** if he wanted to retract, he may retract. But once it has reached her domain, he may not retract [cf. T. Git. 4:1Aff.] *Doesn’t this mean that when the husband says, “Receive,” it corresponds to the agent’s saying, “Receive,” and when the husband says, “Convey,” it corresponds to the agent’s saying, “Convey”?* [Simon: We suppose that if the agent says he was appointed to receive, the husband says to him, “Receive,” and if he says he was appointed to bring, the husband says to him, “Convey.” The fact that in the former case when the writ reaches her domain she is divorced shows that though the woman has appointed him to bring it to her, when the husband says, “Receive,” this is equivalent to convey; all the more so then is the divorce valid if he says, “Here it is as she said.” This refutes Nahman.]
- K. *Not at all, “receive” corresponds to “bring,” and “convey” to “receive.”*
- L. *Well, if “receive” corresponds to “bring,” and “convey” to “receive,” then [with the husband relying on the wife’s statement] as soon as the writ of divorce reaches the agent’s domain, it should take effect; and since that is not the case, it proves that he relies on the agent’s statement [he was made an agent by the woman for bringing the writ, and when the husband says, “Receive,” he means, “Receive and convey,” as Ashi has said (Simon)].*
- M. *But how are the cases parallel? In that case [Ashi’s], he says to him, “Here you are, as she said,” but in this case, has the husband used the language, “Here you are as she said”?*
- I.4** A. *Our rabbis have taught on Tannaite authority:*
- B. **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.**

- C. 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.”
- D. 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**].

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

B. *If you want, I’ll say, the purpose of Rabbi is to tell us the effect of using the language, “I really don’t want....” And if you want, I’ll say, lo, he informs us, who is in fact the initial authority? It is Rabbi himself.*

I.6 A. *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”?*

B. *Come and take note: 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 he [the husband] wanted to retract, he may not retract. [63B] Doesn’t it mean, if he said, “Here you are,” and it represents the position of R. Nathan [who would regard “here you are” as the same as “acquire title”]?*

C. *Come and take note: 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. So the operative consideration is that he has said, I do not want , but lo, if he didn’t say, I do not want , then he may not retract? Doesn’t this mean, after he says, “Here you are,” and it represents the position of R. Nathan [who would regard “here you are” as the same as “acquire title”]?*

D. *No, it means, even after he says, “Convey,” and the opinion represents the position of Rabbi.*

E. *Come and take note: If he said, “Convey this writ of divorce to my wife,” if he wanted to retract, he may retract. “Here is this writ of divorce for my wife,” if he wanted to retract, he cannot retract. Now to which authority have you heard the position attributed, if one has used the language, convey, he can retract? It is R. Nathan, and he here*

maintains that, when the use of the language, "Here you are," is in play, if he wanted to retract, he cannot retract. It must therefore follow that the language, "Here you are," is tantamount to the language, "Acquire title."

F. *True.*

I.7 A. *It has been stated:*

- B. 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" –
- C. 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]."

I.8 A. *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:*

- B. "Take this maneh, which I owe him, to Mr. So-and-so" –
- C. Said Rab, "The sender remains responsible for what happens to the money, but if he comes to retract, he cannot retract."
- D. *There, when we have a doubt in respect to who owns money, Rab takes a lenient position; but here, where we have a doubt in respect to the possibility violation of a prohibition of the Torah, Rab takes a stringent position.*

I.9 A. Said Rab, "A woman may not appoint an agent to receive her writ of divorce from the hand of the agent of her husband."

- B. 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."
- C. *What is the operative consideration behind Rab's position?*
- D. *If you wish, I shall say, he is concerned with the humiliation of the husband; and if you like, I shall say, because the agent is equivalent to a courtyard that only later on comes into her domain [after the writ has been placed therein; hence if the husband threw the writ into a courtyard not belonging to the wife but the wife came into possession of the courtyard later on, with the writ still there, the writ is not valid;*

there is an analogy between that case and the wife's appointing an agent to receive the writ from the husband's agent, so that if that procedure is permitted, people might think the former procedure also is permitted (Simon)].

- E. *So what difference does it make?*
- F. *The case in which the wife appointed her agent first of all [the analogy to the courtyard fades, the humiliation of the husband remains a consideration].*

I.10 A. *There was a man who sent a writ of divorce to his wife, and the agent went and came across her while she was sitting and kneading dough. He said to her, "Here is your writ of divorce."*

B. *She said to him, "You take it."*

C. *Said R. Nahman, "If what R. Hanina said is so, then I would make a concrete decision in her case [regarding her as validly divorced]."*

D. *Said to him Raba, "So even if R. Hanina is right, would you make a concrete decision in this case? Lo, the agent has not gone back to the husband to report what has happened!"*

E. *They referred the case to R. Ammi, who ruled, "The agency has not reverted to the husband [and the husband's commission has not been carried out]."*

F. *And R. Hiyya bar Abba said, "Let's consider the matter."*

G. *They again referred the case to R. Hiyya bar Abba, who ruled, "How many more times are they going to send the case up to me? Just as they can't make a decision, so we can't make a decision. But at issue here is a forbidden relationship [if the wife remarries without a valid writ of divorce from the former husband], and where there is a situation in which there is a forbidden relationship, the rite of removing the shoe is what is performed."*

I.11 A. *There was a case, and R. Isaac bar Samuel bar Marta required both a writ of divorce and the rite of removing the shoe: a writ of divorce if she wanted to marry while the former*

husband was yet alive and the rite of removing the shoe if she wanted to marry after he had died.

- I.12** A. *There was a woman named Nafaata, but the witnesses to the writ of divorce wrote it in the name of Tafaata. Said R. Isaac bar Samuel bar Marta in the name of Rab, "The witnesses have carried out their commission."*
- B. *Objected Rabbah, "Did he say to them, 'Write out a sherd of clay and hand it over to her?'"*
- C. *Rather, said Rabbah, "Beyond doubt, if the witnesses had written a correct writ of divorce and it was lost before it was given to her, we say they carried out their commission."*
- D. *Objected R. Nahman, "So did he instruct them, 'Write it out and leave it in your luggage?'"*
- E. *Rather, said R. Nahman, "They write it out and hand it over to her, even a hundred times, [till they get it right]."*

- I.13** A. *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. *Said Rabina to R. Ashi, "And if he used the language, 'And bring it,' what is the rule?"*
- C. *These questions stand.*

- II.1** A. **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":**
- B. *Our rabbis taught on Tannaite authority:*
- C. *The language, "Take in my behalf," "Carry in my behalf," "Keep in my behalf," all are tantamount to the language, "Receive."*

6:2A-F

- A. **The woman who said, "Receive my writ of divorce in my behalf,"**
- B. **requires two sets of witnesses:**
- C. **two who say, "In our presence she made the statement,"**
- D. **and two who say, "In our presence he [the messenger] received and tore it up."**
- E. **Even if the first set of witnesses are the same as the second set of witnesses,**

F. [64A] 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.

I.1 A. *It has been stated:*

B. 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?

C. R. Huna said, "The husband is believed."

D. And R. Hisda said, "The third party is believed."

E. R. Huna said, "The husband is believed": *For if it were the fact that he meant to give it to him so as to divorce his wife, he would have given it to the wife herself.*

F. And R. Hisda said, "The third party is believed": *For lo, the husband himself has trusted him.*

G. *Objected R. Abba, "The concession of a litigant is equivalent to the testimony of a hundred witnesses, and the third party is more credible than either litigant. How so? This one says thus-and-so, and that one says, so-and-thus – the third party is believed" [T. B.M. 1:10F-I]."*

H. Claims concerning property are exceptional, for such claims can be forgiven.

I. *But lo, in the same context, the Tannaite statement proceeds: And so is the rule with regard to writs of divorce.*

J. *At issue are writs that have to do with property.*

K. *But lo, in the same context, the Tannaite statement proceeds: And so is the rule with regard to deeds.*

L. *So were both readings presented together within a single Tannaite formulation [that the repetition would yield the reading you propose]?*

M. *We have learned in the Mishnah: 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." But why should this be the case? Why not believe the word of the third party [here: the agent]?*

N. *But does he produce the writ of divorce that he should be believed [the writ having been torn up]?*

I.2 A. *That explains why witnesses are necessary to cover the fact that she made such a statement. Why do I need witnesses to cover the fact that he has received the writ [since he produces it himself]?*

B. *Said Rab, "Lo, who is the authority behind this rule? It is R. Eleazar, who has said, 'The testimony of witnesses to the delivery of the document serves to effect the divorce by making the writ effective.'"*

I.3 A. Why does he have to tear up the document?

B. *Said R. Judah said Rab, "This rule is was repeated in the setting of the time of the decree [against obeying Jewish law]."*

I.4 A. *Said Rabbah, "And R. Huna concedes that if the woman said, 'The third party told me that he gave it to him to use for my divorce,' her word is accepted."*

B. *So is there a case in which the third party himself would not be believed, while she would be believed? Rather, if she said, "In my presence he gave it to him for my divorce," she is believed, since, if she wanted, she could have claimed that he gave it directly to her.*

I.5 A. 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" –

B. *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."*

C. *But why should this settle the matter? Why not accept the testimony of the third party?*

D. *But does he actually produce the writ of divorce, that he should be believed?*

E. *Well, then, at least believe the husband! For said R. Hiyya bar Abin said R. Yohanan, "A husband who said, 'I have divorced my wife,' is believed."*

F. *Is his claim here, "I have divorced her"?*

G. *Well, why not invoke the principle that an agent will be assumed to have carried out his commission? For said R. Isaac, "He who says to his agent, 'Go and betroth a woman for me,' without further specification as to which woman, and then the agent died – the man is forbidden to marry any woman in the world [since she might be consanguineous with the woman whom the agent betrothed for him]. The reason is that an agent will be assumed to have carried out his commission."*

H. **[64B]** *That is the case where the effect is stringent, but that is not the case where the effect is lenient.*

I. *Well, why not believe the woman herself, in line with the statement of R. Hamnuna, "A woman who said to her husband, 'You have divorced me,' is believed, in*

the assumption that a woman would not be so brazen against her husband [if it were not the truth]”?

- J. *That rule applies where there are no witnesses on her side, but if she has witnesses, she has the balls!*

6:2G-K

- G. **A betrothed girl –**
H. **she and her father receive her writ of divorce.**
I. **Said R. Judah, “Two hands together do not make acquisition simultaneously.**
J. **“But her father receives her writ of divorce alone.”**
K. **And any girl who is not able to keep watch over her writ of divorce cannot be divorced.**

- I.1** A. *What is at issue between the anonymous rule and R. Judah?*
B. *Rabbis take the position that the All-Merciful has given her title to an extra hand, and R. Judah takes the position that in a situation in which her father has the right to act, her own hand is null.*

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

- II.2** A. *What’s the sense of that statement?*
B. *Said R. Yohanan, “This is the sense of that statement: one who can keep something else in place of her writ of divorce [if the writ were lost].”*
C. *Objected R. Huna bar Manoah, “Lo, any idiot can do that!”*
D. *Rather, said R. Huna bar Manoah in the name of R. Aha b. R. Iqa, “It is any who knows the difference between her writ of divorce and something else.”*

- II.3** A. 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 are this case and that case.’”*
- B. *What is the meaning of, “All the same are this case and that case”?*
- C. Said R. Hisda, “In either case, the child can acquire title for herself but not for others.”
- D. *Objected R. Hinena Vardan, “How do they make a meal symbolic of a fictive partnership [a shittuf] in an alleyway? One [of the residents] sets down a jar [of food or drink] and states, ‘Lo, this belongs to all the residents of the alleyway.’ And thus he effects possession for them through his adult son or daughter, his Hebrew slave boy or slave girl, or his wife. But he does not effect possession in their behalf by means of his minor son or daughter, or by means of his Canaanite slave boy or slave girl, because their hand is as his hand [M. Erub. 7:6]. Now as to the slave girl, how are we to understand the case? If she has produced pubic hairs, what is she doing with him [he has to free her]! So we must assume she has not yet reached puberty, and yet we are told that she can indeed take possession in behalf of others!”*
- E. *The case of making a partnership in an alleyway is exceptional, because it derives from the authority merely of rabbis.*
- F. *Said R. Hisda, “Vardan shut up.”*
- G. *So what could he have said anyhow?*
- H. *Anything that rabbis have ordained [65A] is as though it derived from the Torah.*
- I. *And the other party?*
- J. *Well, when we invoke the conception, “Anything that rabbis have ordained is as though it derived from the Torah,” that pertains to something the fundamental principle of which derives from the Torah, but with respect to something the fundamental principle of which does not derive from the Torah, that is not the case.*
- K. *R. Avayya objected: “They circumvent [the law of] second tithe [so as to avoid paying the added fifth]. How so? One says to his adult*

son or daughter [or] to his Hebrew servant or handmaid, ‘Take these coins and redeem [with them] this [produce in the status of] second tithe [without paying the added fifth].’ However, let him not say this to his minor son or daughter, to his Canaanite servant or handmaid, for their deed is considered to be his deed [M. M.S. 4:4]. *Now as to the slave girl, how are we to understand the case? If she has produced pubic hairs, what is she doing with him [he has to free her]! So we must assume she has not yet reached puberty [and yet we are told that she can indeed take possession in behalf of others]!’*”

- L. *Here with what situation do we deal? It is with tithe at this time, which derives only from the authority of the rabbis.*
- M. *Well, then, is there such a thing as a Hebrew slave girl at this time? And hasn’t it been taught on Tannaite authority: The rule governing the Hebrew slave applies only in the age in which the Jubilee applies, [as it is said, “He shall work for you to the year of Jubilee” (Lev. 25:40)]?*
- N. *Rather, what we have here is tithe of the crop of a pot that has no hole in the bottom, and that is required only by rabbis’ authority.*

II.4 A. 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.”

6:3

- A. **A minor girl who said, “Receive my writ of divorce for me” –**
- B. **it is not a valid writ of divorce until it reaches her hand.**

- C. Therefore if the husband wanted to retract, he may retract.
- D. for a minor cannot appoint a valid messenger.
- E. But if the girl's father said to him, "Go and receive my daughter's writ of divorce in her behalf,"
- F. if he [the husband] wanted to retract, he may not retract.
- G. 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 –
- H. it is invalid.
- I. [If he said], "Lo, she is in such-and-such a place," and he gave it to her in some other place,
- J. it is valid.
- K. 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 –
- L. it is invalid.
- M. R. Eliezer declares it valid.
- N. "Bring me my writ of divorce from such-and-such a place," and he brought it to her from some other place –
- O. it is valid.
- I.1** A. [**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?*
- B. *The husband, who issues a divorce at his own volition, may care about the details of the delivery, but she, who is divorced willy-nilly, merely intends to indicate the place [at which the writ will be handed over, but does not have the power to establish conditions about the delivery].*

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.
- B. "Receive my writ of divorce in my behalf," she is prohibited from eating food in the status of heave-offering from that point.
- C. "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.

D. R. Eliezer prohibits [her from eating food in the status of heave-offering] forthwith.

- I.1** A. *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. *The ruling is required to cover a case in which she said to the agent, "Receive my writ of divorce for me in Mata Mehassayya, but sometimes you may find my husband in Babylonia [around Surā].” Her intent is to say to him, “Get it from him where you find him, [65B] but the writ of divorce will not be valid until you reach Mata Mehassayya.”*

II.1 A. R. Eliezer prohibits [her from eating food in the status of heave-offering] forthwith:

- B. *Yeah, so what else is new?! All she’s doing is telling him where to find the husband!*
- C. *The statement is required only to cover a case in which she said to him, “Go east, for he’s in the east,” and the messenger went west. What might you have supposed? Since he’s certainly not in the west, she should be allowed to continue to eat food in the status of priestly rations. So we are informed that even while going in that direction, the agent may still happen across the husband, who may give him the writ.*

II.2 A. 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 –

- B. *One Tannaite formulation states, “It is a valid fictive meal for the stated purpose.”*
- C. *And another Tannaite formulation states, “It is not a valid fictive meal for the stated purpose.”*
- D. *Said Rabbah, “Well, there’s no conflict between these two formulations, one represents the position of rabbis, the other R. Eliezer.*
- E. *“One represents the position of rabbis, who say, in the case of the writ of divorce, the wife cares about where the writ is received.*
- F. *“The other R. Eliezer, who says that, in the case of the writ of divorce, the wife is simply passing on information on the whereabouts of the husband.”*

- G. *And R. Joseph said, "Both represent the position of rabbis. The one ruling represents a case in which the produce belongs to the man himself [who doesn't care what kind is used], the other, a case in which it belongs to someone else."*
- H. *Said to him Abbaye, "Well, what about that which is taught on Tannaite authority: He who says to his agent, 'Make me a symbolic meal for establishing a fictive Sabbath limit by placing the meal in a tower,' and he made it in the dovecot, or if he specified the dovecot and he made it in a tower –*
- I. *"One Tannaite formulation states, 'It is a valid fictive meal for the stated purpose.'*
- J. *"And another Tannaite formulation states, 'It is not a valid fictive meal for the stated purpose'? In that case, what difference does it make whether the property belongs to the man or someone else?"*
- K. *Here, too, there is difference between produce he may find in a tower and what he may find in a dovecot.*

6:5A-I

- A. **He who says, "Write a writ of divorce and give it to my wife,"**
- B. **"Divorce her,"**
- C. **"Write a letter and give it to her,"**
- D. **lo, these [to whom he spoke] should write and give it to her.**
- E. **[If he said,] "Free her,"**
- F. **"Feed her,"**
- G. **"Do what is customary for her,"**
- H. **"Do what is appropriate for her,"**
- I. **he has said nothing whatsoever.**

- I.1** A. *Our rabbis have taught on Tannaite authority:*
- B. *[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.*
- C. *It has been taught on Tannaite authority:*
- D. 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."

- E. *Said Raba, "R. Nathan, who was a Babylonian, distinguishes between the form in the qal and the form in the piel, but our Tannaite authority, coming from the Land of Israel, makes no such distinction."*
- I.2** A. *The question was raised: If he used the language, "Put her out," what is the law?*
- B. *If he used the language, "Abandon her," what is the law?*
- C. *If he used the language, "Release her," what is the law?*
- D. *If he used the language, "Let her be," what is the law?*
- E. *If he used the language, "Benefit her," what is the law?*
- F. *If he used the language, "Do right by her," what is the law?*
- G. *Well, you can solve one of these problems, for it has been taught on Tannaite authority:*
- H. *If he used the language, "Do to her according to the law," "Do to her what is customary," "Do to her what is proper," his statement is null.*

6:5J-L

- J.** *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."*
- K.** *They reverted to rule, "Also: He who is taking leave by sea or going forth in a caravan [may give the same valid instructions]."*
- L.** *R. Simeon Shezuri says, "Also: He who is dying."*
- I.1** A. *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."*
- B. *Said R. Zira, [66A] "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]."*

- C. *Objected R. Abba, "Well, what about this one: Just as a gift takes effect after death, so may a writ of divorce take effect after death? [Obviously not, so the entire syllogism fails.]"*
- D. *Well, what makes you think the cases are parallel anyhow? Obviously, in the case of a gift, such a thing is entirely routine after death, but is there ever such a thing as a writ of divorce issued after death?*
- E. *But as to R. Abba, this is what he really must have raised as a problem: "What this represents is a gift of part of one's property in contemplation of death, and a gift of part of one's property in contemplation of death requires an act of acquiring title [to take effect]."*
- F. *Well, would it then follow that R. Huna supposed that it does not require an act of taking title? And lo, it is an established fact with us that it does require an act of taking title.*
- G. *The present case is exceptional, because the man was giving his final orders.*
- H. *Would it then follow that in the case of one's giving final orders, in the opinion of R. Abba, there has to be an act of taking title? And lo, it is an established fact with us that under those circumstances there is no requirement of an act of taking title.*
- I. *But as to R. Abba, this is what he really must have raised as a problem: He didn't specify wine nor did he specify the value of the wine, what he said was merely, "Of the wine"! [This is meaningless.]*
- J. *And the other party?*
- K. *He used the language, "Of the wine," to strengthen the claim on the matter.*
- L. *They sent word from there, "Using the language, 'Of the wine,' strengthens the claim on the matter."*

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" –**
- B. lo, these should write and deliver it to her.**
- I.1** A. *So maybe it was a demon?*
- B. *Said R. Judah said Rab, "It was a case in which they actually perceived the form of a man."*
- C. *But they, too, appear in the form of a man.*
- D. *They saw his shadow.*

- E. *So they, too, have a shadow.*
- F. *They saw the shadow of his shadow.*
- G. *So don't these also cast a shadow of a shadow?*
- H. *Said R. Hanina, "Jonathan the demon told me, they have a shadow, but they don't have a shadow of a shadow."*
- I. *So maybe it was a co-wife that issued the cry?*
- J. *A Tannaite authority at the household of R. Ishmael: "At the time of danger, they write out and hand over a writ, even though they cannot identify the husband who gave the instructions to the witnesses."*

6:6C-F

- C. **A healthy man who said, "Write a writ of divorce for my wife" –**
 - D. **his intention was to tease her.**
 - E. **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 –**
 - F. **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.'"**
- I.1**
- A. *So is the intent of the precedent [E] to contradict the foregoing rule?*
 - B. *The presentation is flawed, and this is the accurate Tannaite version:*
 - C. *If the end of the matter sheds light on the situation prevailing at the outset, lo, this is a valid writ of divorce. And 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.'"*
- I.2**
- A. *There was somebody who went into the synagogue and found a kindergarten teacher sitting there and his son and a third man. He said to them, "Two of you write a writ of divorce for my wife," but then the teacher died. At issue then is this problem: Do people usually make a son their agent when the father is present or don't they do that?*
 - B. *R. Nahman said, "People don't usually make a son their agent when the father is present."*
 - C. *And R. Pappi said, "People do usually make a son their agent when the father is present."*

- D. *Said Raba, "The decided law is, people do usually make a son their agent when the father is present."*

6:7

- A. [If] he said to two men, "Give a writ of divorce to my wife,"
- B. [66B] or to three, "Write a writ of divorce and give it to my wife,"
- C. lo, these should write and give it to her.
- D. "[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.
- E. 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."
- F. 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.'""
- G. 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.
- H. [If he said], "All of you write it," one of them writes it, and all of them sign it.
- I. Therefore if one of them died, lo, this is an invalid writ of divorce.
- I.1** A. *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?'"*
- B. *He sent word, "Well, she has to go forth from the second marriage, but the matter requires analysis."*
- C. *So what is the sense of, but the matter requires analysis? Should we say that the reason is that this was only verbal instruction that was given to them, and Samuel doesn't know for sure whether or not verbal instructions can be handed on to another agent? But hasn't Samuel said in the name of Rabbi, "The decided law accords with R. Yosé, who said, 'Verbal instructions cannot be passed on to another agent'?"*

- D. *Rather, this is what Samuel wanted to know: “When the husband said, ‘Write,’ did he mean put their signatures onto the document, or write the writ?”*
- E. *Well, why shouldn’t he have solved the problem from our Mishnah paragraph, namely, [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.*
- F. *Well, this formulation itself posed a problem to him: Does the language, “Write,” mean put their signatures onto the document, or write the writ?*
- G. *But it’s obvious that it has to mean, “Write the writ of divorce,” in line with what comes later on: 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.”” Now if, as a matter of fact, you maintain that reference is made to the actual writing of the writ of divorce, then there is no problem. But if you hold that reference is made to writing their signatures, can there ever be a court all the members of which don’t know how to sign their names!?*
- H. *Sure, there could be a new court.*
- I. *Now if we take the view that the language, “Write,” means, “Write your signatures,” but as to the actual composition of the writ of divorce, it is valid even if someone else writes it, then we have the problem that Samuel said in the name of Rabbi, “The decided law accords with R. Yosé, who said, ‘Verbal instructions cannot be passed on to another agent’”!*
- J. *Say: Well, if we take the position that “write” means, “Write their signatures,” then as to the writing of the writ itself, it is as though the husband had told them to tell the scribe to do so, and R. Yosé concedes that a writ produced by the scribe is valid in a case in which the husband said, “Tell the scribe to write it.”*
- K. *Well, is it really the fact that R. Yosé concedes that a writ produced by the scribe is valid in a case in which the husband said, “Tell the scribe to write it”? Haven’t we learned in the Mishnah: **“Write,” and to the witnesses, “Sign,” the writ is valid [cf. M. 7:2E]**? And said R.*

Jeremiah, “We have learned, if the scribe signs,” and said R. Hisda, “Who is the authority behind our Mishnah paragraph? It is R. Yosé who has said, ‘Verbal instructions cannot be passed on to another agent’”! Now, if it should enter your mind that R. Yosé concedes that the writ is valid where the man says, “Tell the scribe,” then a disaster can result, for on occasion he may say to two [67A], “Tell the scribe to write and So-and-so and Such-and-such to sign,” and by reason of the offense they may give to the scribe, they may agree that only one of them should sign the document, along with the scribe, and that is not what the husband has said. [Simon: He appointed special witnesses for the signature; this proves that the view that the scribe may witness the writ is not compatible with the view that the husband can say to the agent, “Tell the scribe.”]

- L. *Since a master has said, “Such a writ is valid, but it should not be done in Israel,” it is uncommon.*
- M. *But why not take account of the possibility that he said to two persons, “Say to the scribe to write, and you sign,” but these go, and because of not wanting to give offense to the scribe, they have him sign along with the one of the two of them, and the husband gave no such instructions? Will you say that here, too, “Such a writ is valid, but it should not be done in Israel”? Well, then, that would pose no problem to him who says, “Such a writ is valid, but it should not be done in Israel,” but from the perspective of him who says, “Such a writ is valid, but it should be done in Israel,” what is to be said? Rather, R. Yosé set forth two points of disqualification; Samuel agreed with him on one and differed on the other. [Simon: Samuel agreed that if he didn’t say, “Tell the scribe,” the writ is invalid, oral instructions not being committed to an agent; but he held that if he did so, the writ would be valid; hence in regard to the question sent to Samuel, if the word “write” meant only the signature, they would be able to tell the scribe to write; and with reference to that item Samuel required further study.]*

I.2 A. *Reverting to the body of the foregoing: Samuel said in the name of Rabbi, “The decided law accords with R. Yosé, who said, ‘Verbal instructions cannot be passed on to another agent’”:*

- B. Said before him R. Simeon b. Rabbi, "Since R. Meir and Hanina of Ono differ with R. Yosé, how come Rabbi stated, 'The decided law accords with R. Yosé'?"
- C. He said to him, "Silence, my son, silence. You never saw R. Yosé. If you'd ever seen him, you'd know that he always has a good reason for what he says."
- D. *For it has been taught on Tannaite authority:*
- E. **Isi b. Judah would assign nicknames to sages.**
- F. **R. Meir he called "sage and scribe."**
- G. **R. Judah: "a sage when he wants."**
- H. **R. Tarfon: "a pile of nuts."**
- I. **R. Ishmael: "a well-stocked shop."**
- J. **R. Aqiba: "a well-organized storehouse."**
- K. **R. Yohanan b. Nuri: "a peddler's basket [ARN: of laws]."**
- L. **R. Eleazar b. Azariah, "A basket of spices."**
- M. **The Mishnah teachings of R. Eliezer b. Jacob: "little but unblemished."**
- N. **R. Yosé: "he has good reasons for what he says."**
- O. **R. Simon: "learns much and forgets little" [The Fathers According to R. Nathan XVIII:III.1].**
- P. *A Tannaite teaching: He used to forget little, and what he lost from mind was the bran.*
- Q. And so said R. Simeon to his disciples, "My sons, learn from my modes of reasoning, for my modes of reasoning are the select of the select of the modes of reasoning of R. Aqiba."
- I.3** A. *Reverting to the body of the foregoing:* If he said to two, "Tell a scribe to write, and to Mr. So-and-so and Mr. Such-and-such, to sign" –
- B. said R. Huna said Rab, "Such a writ is valid, but it should not be done in Israel."
- C. *Said Ulla to R. Nahman, and some say, R. Nahman to Ulla, "Since it is valid, why shouldn't this be done in Israel?"*

- D. *He said to him, "We take account of the possibility that the wife might hire witnesses" [Simon: to say this to the scribe and the witnesses in the name of her husband].*
- E. *But do we take account of that possibility? And hasn't it been taught on Tannaite authority: Witnesses who have signed on a document pertaining to the sale of a field or a writ of divorce – rabbis do not take precautions in such a case in respect to collusion?*
- F. *Well, they might not do a deed, but they might say something.*

- I.4** A. If someone said to two people, "Tell the scribe to write, and you sign" –
- B. R. Hisda said, "The writ is valid, but such a thing shouldn't be done."
 - C. Rabbah bar bar Hannah said, "The writ is valid and such a thing should be done."
 - D. R. Nahman said, "The writ is valid, but such a thing shouldn't be done."
 - E. R. Sheshet said, "The writ is valid and such a thing should be done."
 - F. Rabbah said, "The writ is valid, but such a thing shouldn't be done."
 - G. R. Joseph said, "The writ is valid and such a thing should be done."
 - H. **[67B]** *And there are those who say, "Reverse the attributions in the latter two items."*

- II.1** A. **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:**
- B. *Our rabbis have taught on Tannaite authority:*
 - C. 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.
 - D. If he said, "All of you write," one of them writes in the presence of all of them.
 - E. "Bring this writ of divorce to my wife," one of them brings it in behalf of all of them.
 - F. "All of you bring it," one of them brings it in the presence of all of them.

- II.2** A. *The question was raised: If he listed them one by one, what is the rule?*
- B. R. Huna said, "Enumerating them is not the same as saying, 'All of you.'"
 - C. R. Yohanan in the name of R. Eleazar of Rumah said, "Enumerating them – lo, it is the same as saying, 'All of you.'"
 - D. *Said R. Pappa, "But they don't really differ. The one speaks of a case in which he enumerated them all, the other, only some of them."*

E. *There are those who explain the matter in one way, there are those who explain it in the opposite.*

- II.3** A. *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.'"*
- B. *Said Raba, "On occasion someone may talk shorthand, saying, 'All of you,' and not adding, 'Any one of you,' so he can later on come along and invalidate the writ."*
- C. *Rather, said Raba, "They should add the language, 'Write any one of you, sign any two of you, deliver any one of you.'"*