

II.

BAVLI GITTIN CHAPTER TWO

FOLIOS 15A-24B

2:1

- A. He who delivers a writ of divorce from overseas and said, “In my presence it was written,” but not, “In my presence it was signed,”
- B. “In my presence it was signed,” but not, “In my presence it was written,”
- C. “In my presence the whole of it was written, but in my presence only part of it was signed,”
- D. “In my presence part of it was written, but in my presence the whole of it was signed” –
- E. it is invalid.
- F. [If] one says, “In my presence it was written,” and one says, “In my presence it was signed,” it is invalid.
- G. [If] two say, “In our presence it was written,” and one says, “In my presence it was signed,” it is invalid.
- H. And R. Judah declares it valid.
- I. [If] one says, “In my presence it was written,” and two say, “In our presence, it was signed,” it is valid.

- I.1** A. *What need do I have for all this redundancy? Hasn't the Tannaite authority formulated this rule once, namely: He who delivers a writ of divorce from overseas must state, “In my presence it was written, and in my presence it was signed”?*

- B. *If I had to rely solely on that formulation, I might have supposed that he has to make such a statement, but if he made no such statement, the transaction remains valid. So we are informed that that is not so.*

II.1 A. **“In my presence part of it was written, but in my presence the whole of it was signed”:**

- B. *Which half? If you say the first, then what about what R. Eleazar said, “If only a single line of the document is written with the divorce of that particular woman in mind, then the rest is not subject to the requirement that the document be prepared for her in particular”?*
- C. Rather, said R. Ashi, “It is the second half.”

III.1 A. **“In my presence the whole of it was written, but in my presence only part of it was signed”:**

- B. Said R. Hisda, “Even if two others attest the signature of the second witness, the writ is still invalid. *How come?* Because for both witnesses’ signature alike, we either insist on confirmation by two witnesses or follow the rule of rabbis [that the bearer make the required declaration].”
- C. *Raba objected, “Now is there ever a case in which on the strength of a single witness a document is validated, but on the strength of two witnesses it is invalidated?”*
- D. Rather, said Raba, “Even if **[15B]** he and a second party confirm the signature of the second witness, the writ is invalid. *How come?* People will end up taking this as a precedent for attesting other documents, with the result that three-quarters of a disputed sum might be assigned on the evidence of a single witness.” [Simon: If a document is brought into court signed by two witnesses, A and B, of whom B is dead, and if A together with a third party attests the signature of B, then if the money were to be awarded on the strength of that document, three-quarters of it would be awarded on the evidence of the one witness, A, which is against the rule that each witness must be responsible for a half.]
- E. *Objected R. Ashi, “So is there a situation in which the document attested by one person would be validated, but if that person were joined by another party, it would be invalidated?”*
- F. Rather, said R. Ashi, “Even if he says, ‘I am the second witness,’ the document is invalid. *How come?* We must insist on confirmation of both signatures in the same way, or we must follow the rule that rabbis have laid down on the required declaration.”

G. *We have learned in the Mishnah: “In my presence the whole of it was written, but in my presence only part of it was signed,” it is invalid. Now what about the other witness to the transaction? If we say that there was no other person to witness the matter at all, then if one party says, “In my presence it was written,” and another party says, “In my presence it was signed,” in which case there is testimony to the whole of the writing and testimony to the whole of the signing, can there be any question about the situation if the testimony concerns only part of the matter? Rather, the correct solution is in accord with either Rabbi or R. Ashi, excluding that of R. Hisda.*

H. *R. Hisda will say to you, “And in accord with your reasoning, what need do I have of the formulation, ‘In my presence it was signed,’ but not, ‘In my presence it was written’? Rather, the sense of the Tannaite formulation is: This is invalid, so, too, even that; and here, too, this is excluded, and so, too, even that” [Simon: first where one attests the writing and the other the signatures, then where one signature is left unattested].*

Other Cases in Which We Take Account of Halves

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

B. Expounded Maremar, “An embankment five handbreadths deep with a fence on it five handbreadths high – the law is that they do join together to form a single partition of ten handbreadths.”

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

B. *How are we to imagine the case at hand? If I should say that two people wash their hands from a single quarter-log of water [the minimum required for cultic cleaning of hands prior to meals]? Lo, we have learned in the Mishnah: [To render hands clean] a quarter-log of water do they pour for hands, for one person, and also for two [M. Yad. 1:1A-C]! So it must involve one person who washed one hand.*

C. *But in that connection, too, we have learned in the Mishnah: He who washes one hand through pouring water and the other through dipping it in a river, the hands are clean [cf. M. Yad. 2:1]!*

D. *So maybe it's a case in which he washed half of his hand at a time? In that connection the household of R. Yannai say, "As to the hands, they do not become clean by halves."*

E. *Well, at any rate, the question is required to deal with a case in which there is dripping liquid [from one hand, when the man washes the other].*

F. *Well, even if there is dripping liquid [from one hand, when the man washes the other], what difference does it make? For we have learned in the Mishnah: [16A] A jet [of liquid], [water on] an incline, and flowing liquid are not a connector either for uncleanness or for cleanness [M. Toh. 8:9A-C]!*

G. *Nonetheless, the question is required to deal with a case in which there is dripping water sufficient to dampen a larger area.*

H. *But in this regard, too, we have learned as a Tannaite statement: Where there is dripping water sufficient to dampen a larger area, it does constitute a connection.*

I. *Well, perhaps that has only to do with immersion pools and represents the private position only of R. Judah, for we have learned in the Mishnah: An immersion pool which contains exactly forty seahs – two people went down and immersed in it, one after the other – the first is clean, and the second is unclean. R. Judah says, "If the feet of the first one were touching the water [as the second immersed], even the second person is clean" [M. Miq. 7:6A-D]. [Simon: On the principle, "Stretch and bring down," whereby a partition is imagined to be lengthened so as to reach the ground from which it is separated by a short distance, here, too, the first man is treated as forming part of the partition of the pool reaching down to the pool proper; this principle may be adopted even if that of connection is not.]*

III.4 A. Said R. Jeremiah, "Lo, sages have said: **These render heave-offering unfit: ...he whose head and the greater part of whose body enters drawn water; and one who was clean on whose head and the greater part of whose body three logs of drawn water fall [M. Zab. 5:12E-F].**"

B. *R. Jeremiah raised this question: "If half of the person was affected by the drawn water through entering it, and the other half of his body was affected by having three logs of it fall on him, is he unclean?"*

C. *The question stands.*

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

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

C. *The question stands.*

IV.1 A. **[If] one says, "In my presence it was written," and two say, "In our presence, it was signed," it is valid:**

B. Said R. Samuel bar Judah said R. Yohanan, "This rule pertains only to a case of a writ of divorce that is not produced by both agents jointly. But in the case of a writ of divorce produced by them jointly, it is valid."

C. *It must follow, [16B] then, that he maintains that if two persons bring a writ of divorce from overseas, they do not have to make the declaration, "Before us it was written and before us it was signed" [Simon: since the reason for this declaration is that there may not be witnesses which does not apply where there are two agents].*

D. *Said to him Abbaye, "Well, then, what about what follows: [If] two say, 'In our presence it was written,' and one says, 'In my presence it was signed,' it is invalid. And R. Judah declares it valid. So the whole consideration is that the writ of divorce is not produced by both bearers; lo, in the case of a writ of divorce produced by two persons, rabbis declare it valid!"*

E. He said to him, "True enough."

F. *What is at issue here [between Judah and rabbis] when the writ is not produced by both agents [that is, when both do not serve as bearers of the writ]?*

G. *One master takes the view that we issue a precautionary decree to take account of the possibility that the procedure in this case will provide a model so that a single witness will be allowed to confirm the signatures of documents in general, and the other authority maintains that we make no such precautionary decree.*

H. *They stated yet another version:*

I. Said R. Samuel bar Judah said R. Yohanan, “Even if a writ of divorce is produced by both agents jointly, it is invalid.”

J. *It must follow, then, that he maintains that* if two persons bring a writ of divorce from overseas, they do have to make the declaration, “Before us it was written and before us it was signed.”

K. *Said to him Abbaye, “Well, then, what about what follows: [If] two say, ‘In our presence it was written,’ and one says, ‘In my presence it was signed,’ it is invalid. And R. Judah declares it valid. Even if the writ of divorce is produced by both bearers, rabbis invalidate it.”*

L. He said to him, “True enough.”

M. *What is at issue here [between Judah and rabbis]?*

N. One master takes the view that the operative consideration is that the declaration is required since overseas people are not familiar with the rule that the document must be written for the purpose of the divorce of this particular woman, and the other holds that the operative consideration is that witnesses will not be readily available for the confirmation of the document.

IV.2 A. *So may we draw the conclusion that the dispute between Rabbah and Raba in fact reflects a conflict of Tannaite statements [rabbis’ and Judah’s]?*

B. *Not at all. Raba works matters out in accord with the first of the two versions of the dispute, and Rabbah will say to you, “Both authorities maintain that we require the declaration because of the consideration that overseas people are not familiar with the rule that the document must be written for the purpose of the divorce of this particular woman. Here what is at issue? We deal with the period after the requirement of the correct formulation of the writ was generally known. Under debate between R. Judah and rabbis is whether or not we issue a precautionary decree to take account of the possibility that the matter will revert to its former state of disarray. One authority maintains that we issue such a decree, and the other authority holds that we do not.”*

C. *Well, then, why not have R. Judah take issue in the first clause [one says it was written in his presence, the other, it was*

signed in his presence; we have two bearers, and here Judah does not take account of the possibility of their reverting to their former state of disarray (Simon)]?

D. *Lo, in fact, that is the case, for it has been stated:* Said Ulla, “R. Judah disagreed also in respect to the first clause.”

E. Objected R. Oshayya to Ulla, “‘R. Judah declares valid in this case and not in the other.’ *Does that not mean, to exclude the case in which one says, ‘It was written in my presence,’ and the other, ‘It was signed in my presence’?*”

F. *Not at all, it serves to exclude the case in which one says, “It was signed in my presence, but it was not written in my presence.” It might have entered your mind to suppose that, since R. Judah made no decree to take account of the possibility of their reverting to their former state of disarray, therefore he also does not take account of the possibility of people’s confusing writs of divorce and other documents and so allowing the confirmation of others by one witness. So I am informed that that is not an operative consideration.*

G. *So, too, it has been stated:*

H. Said R. Judah, “Two who produced a writ of divorce from overseas – we have come to the dispute of R. Judah and rabbis.”

- IV.3** A. *Rabbah bar bar Hannah got sick. R. Judah and Rabbah came to ask how he was. They raised this question: “Two who produced a writ of divorce from overseas – are they required to say, ‘Before us it was written and before us it was signed,’ or are they not required to do so?”*
- B. He said to him, “They do not have to do so. For if they had said, ‘In our presence he divorced her,’ *would they not be believed?*”
- C. *In the interim [17A] a Magus came by and removed the lamp from before them. [Rabbah] said, “All Merciful! Either in your shadow or in the shadow of the son of Esau [Rome].”*
- D. *Is that to say that the Romans are better than the Persians? And didn’t R. Hiyya repeat as a Tannaite statement, “What is the meaning of the verse of Scripture: ‘God understood her way and he knew her place’ (Job. 28:23)? The Holy One, blessed be He, knew that the Israelites wouldn’t be able to take the Romans’ persecution, so he drove them to Babylonia?”*

- E. *There is no contradiction. The one pertained to the period before the Magi came to Babylonia, the other to the time after the Magi came to Babylonia.*

IV.4 A. [If] one says, “In my presence it was written,” and two say, “In our presence, it was signed,” it is valid:

- B. Said R. Ammi said R. Yohanan, “This rule pertains only to a case of a writ of divorce produced by the witness to the writing [which he also carried to the destination], in which case it is tantamount to two witnesses to the writing and two to the signing. [Simon: The bearer to the declaration is regarded as equivalent to two witnesses.] But if the writ of divorced is produced by the witnesses to the signing, it is invalid.”
- C. *Therefore he takes the view that* if two persons brought a writ of divorce from overseas, they nonetheless have to state, “In our presence it was written, and in our presence it was signed.”
- D. *Said to him R. Assi, “Then what about the opening clause of the Tannaite statement: [If] two say, ‘In our presence it was written,’ and one says, ‘In my presence it was signed,’ it is invalid. And R. Judah declares it valid. And even if the writ of divorce is produced by both of them as bearers, do rabbis invalidate the document?”*
- E. *He said to him, “Yup.”*
- F. *Once he found him in session, stating, “Even if the writ of divorce was produced by the witness to the signing [which he also carried to the destination], it is valid.”*
- G. *Therefore he takes the view that* if two persons brought a writ of divorce from overseas, they do not have to state, “In our presence it was written, and in our presence it was signed.”
- H. *Said to him R. Assi, “Then what about the opening clause of the Tannaite statement: [If] two say, ‘In our presence it was written,’ and one says, ‘In my presence it was signed,’ it is invalid. And R. Judah declares it valid. So the operative consideration is that the writ of divorce is produced by both bearers. Lo, in the case of a writ of divorce that is produced by both of them, do rabbis validate the document?”*
- I. *He said to him, “Yup.”*
- J. *He said to him, “Yeah, but the other time you didn’t tell me this!?”*

K. He said to him, “This is a well-planted peg, which cannot be moved.”

2:2

- A. [If] it was written by day and signed by day,
- B. by night and signed by night,
- C. by night and signed by day [on the next morning],
- D. it is valid.
- E. [If it was written] by day and signed by night, it is invalid.
- F. R. Simeon declares it valid.
- G. For R. Simeon did rule, “All writs which were written by day and signed by night are invalid,
- H. “except writs of divorce for women.”

I.1

- A. *It has been stated:*
- B. On what account did sages require the inclusion of a date in writs of divorce?
- C. R. Yohanan said, “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].
- D. R. Simeon b. Laqish said, “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].
 - E. *How come R. Simeon b. Laqish didn’t state the reason given by R. Yohanan?*
 - F. *He will say to you, [17B] “Cases of fornication are uncommon.”*
 - G. *How come R. Yohanan didn’t state the reason given by R. Simeon b. Laqish?*
 - H. *He takes the view that the husband has the right to the usufruct up to the time that the writ of divorce is actually handed over to the wife.*
 - I. *Now there is no problem understanding the position of R. Simeon b. Laqish, for, it is on account of that consideration that R. Simeon declares the document valid. But from the perspective of R. Yohanan, on what basis does R. Simeon declare writs valid?*

J. *R. Yohanan will say to you, “I do not take my position in respect to the minority opinion of R. Simeon, I take my position only with respect to the majority position of rabbis.”*

K. *With respect to the position of R. Yohanan, we can explain what is at issue between R. Simeon and rabbis. But from the perspective of R. Simeon b. Laqish, what in the world can be subject to dispute between R. Simeon and rabbis?*

L. *The status of produce from the moment of the writing of the document to the moment of its signing is what is at issue between them.*

M. *But lo, we have heard a tradition that reverses the positions of the two in this very matter, for it has been stated:*

N. From what moment can the woman who has been divorced commence collecting the produce on her property [assigned, during the marriage, to the husband]?

O. R. Yohanan said, “From the moment of the writing of the writ of divorce.”

P. R. Simeon b. Laqish said, “From the moment of handing over the writ of divorce.”

Q. *Big deal – so reverse the attributions!*

- I.2** A. Said Abbaye to R. Joseph, “**There are three writs of divorce which are invalid, but if the wife [subsequently] remarried [on the strength of those documents], the offspring [nonetheless] is valid... [M. Git. 9:4A-C].** So what good did rabbis do when they required the writ of divorce to be dated?”
- B. *“Well, what they accomplished is to produce the rule that, to begin with, she should not remarry.”*
- C. *“And what if the husband cut off the date and handed it over to her?”*
- D. *He said to him, “We don’t make precautionary decrees against the activities of louts.”*
- E. *“And what if the document is dated only by the year in the Seven Year Cycle, the year, the month, the week?”*
- F. *He said to him, “It is valid.”*
- G. “So what good did rabbis do when they required the writ of divorce to be dated?”
- H. *“It matters in respect to the Seven Year Cycle, if a question concerns whether the document was issued in the earlier or in the later septennate [if the divorce*

took place in the prior septennate or if the husband drew the increment in the later septennate (Freedman)]. *For if you don't take that position, then even if the day is specified, do we know whether it was morning or evening?"*

- I. *"Well, what we know is whether it was the day prior or the day later."*
- J. *"So here, too, when we know the septennate, we can distinguish the septennate prior from the septennate afterward."*

- I.3** A. *Said Rabina to Raba, "If one wrote it [18A] and put it away in his pocket, thinking that, if a reconciliation might take place, that would be all to the good, what is the rule?"*
- B. *He said to him, "Someone is not going to push up his own penalty [and such a thing is unlikely]."*

- I.4** A. *Said Rabina to Raba, "Writs of divorce that come from overseas, written in Nisan but not delivered until Tishré – what good did rabbis do when they required the writ of divorce to be dated?"*
- B. *He said to him, "Well, anyhow, people hear about them."*

- I.5** A. *It has been stated:*
- B. *From what point do we measure the three months [from the issuance of the writ of divorce during which the wife may not remarry, since we shall not know whether she was pregnant by the first husband or by the second]?*
- C. *Rab said, "It is three months from the moment of delivering the writ."*
- D. *Samuel said, "It is three months from the time of the writing of the writ."*
- E. *Objected R. Nathan bar Hoshayya, "From the perspective of Samuel, then, will people say, 'Here are two women in one courtyard [Freedman: two wives of one man who gave them both writs of divorce on the same day before going overseas, but one of the documents bore an earlier date than the other] – one of which is forbidden and the other permitted'?"*
- F. *Said to him Abbaye, "In the case of this one, the date inscribed in her writ of divorce gives evidence as to her status, and in the case of the other, the date inscribed in her writ of divorce gives evidence as to her status."*
 - G. *It has been taught on Tannaite authority in accord with the position of Rab, and it has been taught on Tannaite authority in accord with the position of Samuel:*
 - H. *It has been taught on Tannaite authority in accord with the position of Rab:*

I. He who sends a writ of divorce to his wife, and the agent was held up on the road for three months – when the writ of divorce reaches the wife's domain, she has to wait three months before remarrying, but we do not take account of the consideration that it is a superannuated writ of divorce [one in which the husband may have had sexual relations with the wife after the writ was issued], for lo, the husband has not been alone with her in the interim.

J. *And it has been taught on Tannaite authority in accord with the position of Samuel:*

K. He who assigns to a third party responsibility for a writ of divorce for his wife, and says to him, "Don't give it to her until three months have passed" – once he has handed it over to her, she is permitted to remarry forthwith, but we do not take account of the consideration that it is a superannuated writ of divorce [one in which the husband may have had sexual relations with the wife after the writ was issued], for lo, the husband has not been alone with her in the interim.

- I.6** A. *R. Kahana, R. Pappi, and R. Ashi in concrete cases ruled that it is valid from the time that it was written.*
- B. *R. Pappa and R. Huna b. R. Joshua in concrete cases ruled that it is valid from the time that it was handed over.*
- C. And the decided law is: It is valid from the time of writing.

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

E. *It has been taught on Tannaite authority in accord with the position of Rab, and it has been taught on Tannaite authority in accord with the position of Samuel:*

F. *It has been taught on Tannaite authority in accord with the position of Rab:*

G. From what moment does a marriage contract fall under the law of the Sabbatical Year? From the moment at which she collects part payment and transfers the rest into a loan [recorded in a bond]. If she collected part of the sum but did not convert the rest into a loan, converted the sum into a loan but did not collect part of it, the law of the Sabbatical Year does not pertain – [it comes into force only] if she collects part payment and transfers the rest into a loan [recorded in a bond].

H. *It has been taught on Tannaite authority in accord with the position of Samuel:*

I. Fines to be paid for rape, defamation, seduction, and the marriage settlement which one has converted into a loan are subject to the laws of the Sabbatical Year, and if not are not subject to the laws of the Sabbatical Year. At what point are the debts deemed converted into loans? From the moment at which the case comes to court.

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

B. *The marriage settlement of R. Hiyya bar Rab was written by day and signed by night. Rab of course was present. He didn't say a word. So may we conclude that he agrees with Samuel?*

C. *In point of fact they were occupied with that very matter during the entire period of time as the sun set, and in such a situation there is no problem, as has been taught on Tannaite authority:*

D. Said R. Eleazar bar R. Sadoq, “They have stated that rule only when the people were not occupied with that same matter as the day ended, but if they were occupied with that same matter as the sun set, the document is valid.”

II.1 A. **R. Simeon declares it valid. For R. Simeon did rule, “All writs which were written by day and signed by night are invalid, except writs of divorce for women”:**

B. *Said Raba, “What is the operative consideration in the mind of R. Simeon? He takes the view that once he has decided to divorce his wife, he no longer has the right to the usufruct of the plucking property.”*

- C. Said R. Simeon b. Laqish, “R. Simeon validated the document only if it was signed immediately [on the night following], but if it was not signed for ten days afterward, it is not valid. **[18B]** *We take account of the possibility that he has been reconciled with her in the intervening time.*”
- D. And R. Yohanan said, “Even if it is not signed for ten days afterward, it remains valid, *for if it were to happen that there was a reconciliation, people would know about it.*”

II.2

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

E. *Now what sort of a case can be in hand? Should we say that it is because he didn't say to them, “All of you”? Lo, we have learned in the Mishnah: **If he said to ten men, “Write a writ of divorce for my wife,”** [without saying all of you] **one should write it, and [only] two should sign it as witnesses. [If he said], “All of you write it,” one of them writes it, and all of them sign it [M. Git. 6:7G-H].** Rather, it must involve a case in which he said to them, “All of you.”*

F. *Then what's at stake between R. Yohanan and R. Simeon b. Laqish?*

G. *At issue between them is a case in which two of them signed on one day, and the rest ten days afterward. According to him who said, “Two of them sign the document on the count of witnesses, and the rest do so only because he made the validity of the document conditional on their doing so,” it is valid; and according to him who said, “All of them sign on the count of serving as witnesses to the document,” it is invalid.*

H. *Or, also, it may involve a case in which one of the signatories turns out to be a relative or otherwise invalid for testimony. According to him who said, “Two of them sign the document on the count of witnesses, and the rest do so only because he made the validity of the document conditional on their doing so,” it is valid; and according to him who said, “All*

of them sign on the count of serving as witnesses to the document,” it is invalid.

I. *If the opening signature was a relative or someone invalid for testimony, there are those who say it is still valid, and those who say it is invalid.*

J. *There are those who say it is still valid, because he made the validity of the document conditional on their doing so*

K. *There are those who say it is invalid, because people may confuse the validation of this document with the requirements on the signing of documents in general.*

II.3 A. *Somebody said to ten people, “Write a writ of divorce for my wife, and two of you sign it by day, and the rest in the next ten days.”*

B. *The case came before R. Joshua b. Levi. He said to him, [19A] “R. Simeon is worthy of being relied upon in time of need.”*

C. *But didn’t R. Simeon b. Laqish say, “R. Simeon validated the document only if it was signed immediately [on the night following], but if it was not signed for ten days afterward, it is not valid”?*

D. *In that detail, he concurs with R. Yohanan.*

E. *But didn’t R. Yohanan say, “Two of them sign the document on the count of witnesses, and the rest do so only because he made the validity of the document conditional on their doing so”?*

F. *In that detail, he concurs with R. Simeon b. Laqish.*

2:3

- A. **With all sorts of things do they write [a writ of divorce]:**
- B. **with (1) ink, (2) caustic, (3) red dye, (4) gum, (5) copperas,**
- C. **or with anything which lasts.**

- D. They do not write [a writ of divorce] with (1) liquids, or (2) fruit juice,
- E. or with anything which does not last.
- F. On anything do they write [a writ of divorce]:
- G. (1) on an olive's leaf,
- H. (2) on the horn of a cow,
- I. (but he gives the woman the cow)
- J. (3) on the hand of a slave,
- K. (but he gives the woman the slave).
- L. R. Yosé the Galilean says, "They do not write [a writ of divorce] on anything that is alive, or on foodstuffs."

- I.1**
- A. With (1) ink, (2) caustic, (3) red dye, (4) gum, (5) copperas:
 - B. **Ink:** *This is soot ink.*
 - C. **Caustic:** paint.
 - D. **Red dye:** *Said Rabbah bar bar Hannah, "This is the same as 'red dye' [in Aramaic]."*
 - E. **Gum:** *gum in Aramaic.*
 - F. **Copperas:** *Said Rabbah bar bar Hannah said Samuel, "Blackening used by bootmakers" [Freedman].*

- II.1**
- A. **Or with anything which lasts:**
 - B. *Including what?*
 - C. *Including what is covered by the Tannaite statement made by R. Hanina, "If the writ of divorce is written with the juice of wine lees or gall-nut juice, it is valid."*

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

- II.3**
- A. *It has been stated:*
 - B. He who on the Sabbath writes in ink on red paint –
 - C. *Both R. Yohanan and R. Simeon b. Laqish say, "He is liable on two counts, one on the count of writing, second on the count of erasing."*
 - D. *If on the Sabbath he wrote in ink on ink, red paint on red paint, he is exempt from all liability.*
 - E. *If he wrote with red ink on black ink,*
 - F. *there are those who say he is liable, and there are those who say he is exempt.*

- G. *There are those who say he is liable: He erases what was there.*
- H. *And there are those who say he is exempt: He merely spoils what was there.*

- II.4** A. *R. Simeon raised this question of R. Yohanan: "In the case of witnesses who don't know how to write their names, what is the law as to writing their names for them in red ink, and having them sign over that writing in ink? Is this writing on top of writing classified as writing or is that not the case?"*
- B. *He said to him, "This is not classified as writing."*
 - C. *He said to him, "But has not our lord taught us: Writing on top of writing is classified for purposes of Sabbath observance as writing?"*
 - D. *He said to him, "Well, merely because we speculate in such a way, should we make a practical decision on that account?"*

- II.5** A. *It has been stated:*
- B. *Witnesses who do not know how to write their names –*
 - C. *Rab said, "They make lines for them in blank paper and they fill the lines with ink."*
 - D. *Samuel said, "They make a copy with lead."*
 - E. *Do you really think that they do it with lead? Didn't R. Hiyya make the following Tannaite statement: If the writ of divorce is written with lead, black pigment, or coal, it is valid?*
 - F. *No problem, the one refers to lead, the other water in which lead has been soaked.*

- II.6** A. *R. Abbahu said, "They make a copy in water in which ground gall nuts have been soaked."*
- B. *But didn't R. Hanina set forth as a Tannaite statement: If one wrote the writ of divorce with juice of wine lees or gall nuts, it is valid?*
 - C. *No problem, the one speaks of a sheet prepared with gall-nut juice, the other not; gall-nut juice won't show up on gall-nut juice.*

- II.7** A. *R. Pappa said, "It can be made with spit."*
- B. *And so R. Pappa instructed Pappa the cattle dealer to do it with spit.*
 - C. *And that is the case in the matter of writs of divorce, but with respect to other documents, that is not the case.*

- II.8** A. *There was someone who actually made a concrete decision in a case involving some other document, and R. Kahana ordered him flogged.*

II.9 A. [19B] *It has been taught on Tannaite authority in accord with the position of Rab:*

B. In the cases of witnesses who do not know how to sign their names, we make dents on a smooth paper, and they fill the dents with ink. Said Rabban Simeon b. Gamaliel, “Under what circumstances? That rule applies to writs of divorce for women, but as to writs of emancipation for slaves and all other documents, if they know how to read and to write, they sign the document, and if not, they do not sign.”

C. *What has “reading” got to do with anything?*

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

E. Said Rabban Simeon b. Gamaliel, “Under what circumstances? That rule applies to writs of divorce for women, but as to writs of emancipation for slaves and all other documents, if they know how to read and to write, they sign the document, and if not, they do not sign.

F. *Said R. Eleazar, “What is the operative consideration behind the ruling of R. Simeon? It is so that Israelite women should not be left as living widows.”*

G. Said Raba, “The decided law accords with the position of Rabban Simeon b. Gamaliel.”

H. And R. Gameda in the name of Raba said, “The decided law does not accord with the position of Rabban Simeon b. Gamaliel.”

I. *Then with whom does the law accord? With the position of rabbis? Lo, as matter of fact, there was someone who actually made a concrete decision in a case involving some other document, and R. Kahana ordered him flogged!*

J. *Refer that to pertain to the rule about reading* [Freedman: that provided they can sign their names, though they cannot read, because they may still act as witnesses if the document is read to them].

II.10 A. *R. Judah would take the trouble to read the document and only then would he sign it.*

B. *Said to him Ulla, "You don't have to bother, for lo, in the case of R. Eleazar, the master of the Land of Israel, he would have them read the document before him and he would then sign it. And R. Nahman would have the court's judges' scribes read it before him and he would then sign it. And that was in particular the case for R. Nahman and the court's judges' scribes, because they are going to be concerned about his judgment, but as to R. Nahman and any other scribes but his own court's scribes, or with scribes of courts' judges in any other situation, that would not be so."*

II.11 A. *When to R. Pappa would come a document written in Persian deriving from gentile archives, he would give it to two gentiles to read, not in the presence of one another, not telling them the purpose, and if their readings concurred, he would issue an order on the strength of the document to recover a debt even from property mortgaged after contracting the debt to a third party.*

II.12 A. *Said R. Ashi, "Said to me R. Huna bar Nathan, 'This is what Amemar said: "As to a document in Persian on which Israelite witnesses signed, we collect on the strength of it even from mortgaged property."'"*

B. *But lo, the Israelites can't read it.*

C. *It's a case of those who can read Pahlavi.*

D. *But it has to involve writing that can't be forged without leaving some sort of evidence, and in the case of Pahlavi documents, that consideration is not enforced!*

E. *It is one that has been treated with gall nuts.*

F. *Lo, we require that the final line of the document contain the gist of the contents of the document, and the Persian courts don't impose that requirement!*

G. *It is one in which it is repeated.*

H. *Well, when all is said and done, what do we learn here? Is it that a document in any language is valid? In point of fact, we have that as a Tannaite statement: A writ of divorce which one wrote in Hebrew with its witnesses signing in Greek, [or which he wrote in] Greek, with its witnesses signing in Hebrew, [or which] one witness [signed] in Hebrew and one in Greek, [or which] the scribe wrote which one witness [signed, with the scribe as the second witness] is valid [M. Git. 9:8A-D]!*

I. *Well, if I had only that item to go by, I might have supposed that that is the rule only for writs of divorce, but as to other documents, that is not the case. So we are informed to the contrary.*

- II.13** A. Said Samuel, "If a man gave his wife a piece of blank paper and said to her, 'Lo, here is your writ of divorce,' she is deemed validly divorced. *We take into account the possibility that he wrote the document in gall-nut water.*"
- B. *An objection was raised: "Lo, here is your writ of divorce," and she took it and threw it into the sea or into the fire or into anything that would destroy the document, and then he went and said to her, "Well, anyhow, it was only a pretend promissory note or a mere bond written out in advance covering a loan that has not yet taken place," she is deemed to have been validly divorced, and he has not got the power to prohibit her from remarrying [T. Git. 6:2G-I]. The operative consideration, then, is that there is some sort of writing on the paper. But if there were no writing on the paper, that would not be the case.*
- C. *When Samuel made his statement, it was in reference to a case in which we inspect the document with violet water. Then, if the letters come to light, there was writing, and if not, then it really was blank.*

D. *Yeah, well, even if the letters come to light, so what? Only now they come to light [but not when she was divorced]!*

E. *Samuel's language was only, "We take into account the possibility...."*

II.14 A. *Said Rabina, "Amemar said to me, 'This is what Maremar said in the name of R. Dimi: "In the case of two persons in whose presence a writ of divorce was handed over – they have to read it [so as to know what the document contains]".'"*

B. *An objection was raised: "Lo, here is your writ of divorce," and she took it and threw it into the sea or into the fire or into anything that would destroy the document, and then he went and said to her, "Well, anyhow, it was only a pretend promissory note or a mere bond written out in advance covering a loan that has not yet taken place," she is deemed to have been validly divorced, and he has not got the power to prohibit her from remarrying [T. Git. 6:2G-I]. Now if you maintain that they have to read it, then, after they have read it, can the husband actually make such a statement to her?*

C. *Well, the rule is required to cover a case in which after the witnesses read the document, he took it from them and put it under his cloak and took it out again. What might you have imagined? That he has exchanged this document for some other, hidden one. So we are informed that that is not the case.*

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

B. *And that is the case only if one was found, but if there were two or three, then we rule, just as the mezuzahs got there, so the writ of divorce got there, but the writ was taken away by the mice.*

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

B. *Said R. Joseph, "So on what basis should we pay any attention to such an incident? Should we imagine that the writ of divorce was written in gall-nut water [on the outside of the Torah scroll]? Well, gall-nut water won't make a mark on a sheet already treated with that substance. [20A] And if it is because the Torah scroll itself may serve as a writ of divorce because there is reference therein to the matter of*

‘cutting’ [Deu. 24:1], we in point of fact require that the document be written for the divorce of this particular woman, and that condition obviously has not yet been met! And if you should maintain that we take into account the possibility that to begin with he went and paid a coin to the scribe for that purpose, that doesn’t help, since we require the specific inclusion in the writ of divorce of his name and her name, his town and her town, and that condition has not yet been met!”

C. So what point does R. Joseph tell us here?

D. Gall-nut water won’t make a mark on a sheet already treated with that substance.

- II.17** A. Said R. Hisda, “In the case of a writ of divorce that was not written for the purpose of divorcing this particular woman, but a scribe then went over the writing in the document with a quill, doing so with particular reference to the divorce of that particular woman – this brings us to the dispute between R. Judah and rabbis. *For it has been taught on Tannaite authority:*
- B. “Lo, if, when copying a scroll of the Torah, the scribe intended to write the name of God and had the intention of writing the name, Judah, but in error he omitted the letter D [and so wrote the name of God] –
- C. “‘One may go over it with a quill and so properly consecrate it,’ the words of R. Judah.
- D. “And sages say, ‘That would not be the most desirable manner of writing the name of God.’”
- E. *Said R. Aha bar Jacob, “But maybe that’s really not a parallel dispute at all. Rabbis take the position that they do there only because they require meeting the requirement expressed in the verse, ‘This is my God and I will beautify him’ (Exo. 15: 2), and that condition has not been met, but as to here, that would not be an operative consideration at all.”*

- II.18** A. Said R. Hisda, “I have the power to invalidate all the writs of divorce in the world.”
- B. Said to him Raba, “How come? Should I say that it is because it is written, ‘And he shall write...’ (Deu. 24: 1), and in this case [because the wife is supposed to pay the fee of the scribe], she is the one responsible for the writing? But maybe rabbis have accorded to the husband ownership of the money that she has paid! Rather, is it because it says, ‘And he shall write...’ (Deu. 24: 1), and in this case he has not given her anything? But maybe that

speaks of giving over the writ of divorce. You may know that this is so, for they sent word from there [the Land of Israel]: If the writ of divorce was written on something that is forbidden for advantageous use, it remains valid.”

II.19 A. *Reverting to the body of the foregoing: They sent word from there [the Land of Israel]: “If the writ of divorce was written on something that is forbidden for advantageous use, it remains valid”:*

B. *Said R. Ashi, “So, too, we have learned as a Tannaite statement: on an olive’s leaf.”*

C. *But maybe the olive leaf is exceptional, because, while worthless, it can be joined with something else to increase the value of the whole.*

II.20 A. *It has been taught on Tannaite authority:*

B. Rabbi says, “If the writ of divorce was written on something that is forbidden for advantageous use, it remains valid.”

C. *Levi went out and expounded that rule in the name of Rabbi, and sages did not praise him for it. Then he said it in the name of the anonymous majority of the masters, and they praised him for it. Therefore, it follows, the decided law accords with his ruling.*

II.21 A. *Our rabbis have taught on Tannaite authority:*

B. “And he shall write...” (Deu. 24: 1) – not that he may incise it.

C. *That bears the implication that incising the writing is not classified as writing. But by way of contradiction: A slave who brought forth a writ of emancipation that was engraved on a tablet or on a board is deemed to have been emancipated, but not if it were written on a woman’s headband or on a piece of embroidery!*

D. *Said Ulla said R. Eleazar, “No problem. Incision is invalid if the letters are in relief, incision is valid if the letters are hollowed out.”*

E. *So incision is invalid if the letters are in relief? Then, by way of contradiction: The writing on the high priest’s front plate was not sunk in but projected like writing on gold coins. And isn’t the writing on gold denarii in relief?*

F. *Like writing on gold coins but also not like writing on gold coins:*

G. *Like writing on gold coins: in that it projected.*

H. *But also not like writing on gold coins: There [Freedman: in gold denarii the metal is hollowed] around the letters, but in the high priest’s plate, the letters themselves were hollowed out.*

- II.22** A. *Said Rabina to R. Ashi, “Does a stamp scrape out the metal, or does it force the metal together?”* [Freedman: If it scrapes out the metal around the letters, then it is not writing, but if the letters are formed by compression, it is writing.]
- B. He said to him, “A stamp scrapes out the metal [and makes a depression].”
- C. *An objection was raised:* The writing on the high priest’s front plate was not sunk in but projected like writing on gold coins. *Now if you suppose that a stamp makes a depression around the letters, [20B] then it does not constitute writing, and for the plate, writing is necessary.*
- D. Like writing on gold coins but also not like writing on gold coins:
- E. Like writing on gold coins: *in that it projected.*
- F. But also not like writing on gold coins: *in that in the case of the coin, pressure applies to the same side as the inscription, but in the case of the front plate, the pressure is from the other side.*

- II.23** A. *Raba asked R. Nahman, “If he wrote out her writ of divorce on a gold plate and said to her, ‘Receive your writ of divorce and receive the payment of your marriage settlement,’ what is the law?”*
- B. He said to him, “She has received her writ of divorce and she has also received payment of her marriage settlement.”
- C. *An objection was raised:* “If he said, ‘Receive your writ of divorce, and the rest goes off to pay your marriage settlement’ – the writ of divorce has been received and the rest goes toward payment of the marriage settlement. *So the operative consideration is that there is something left over for the other purpose, but if that is not the case, then this is not a proper procedure!*”
- D. *Not at all, the same rule applies to a case in which there is no remainder. But in this formulation, we are informed that even though there should be something left over, if he made such a statement as is cited, then the rule applies, but if not, the rule doesn’t apply. How come? The rest is deemed merely the margin of the document used for the writ of divorce [and she doesn’t derive any payment, out of the rest of the paper that she may sell, toward her marriage settlement].*

- II.24** A. *Our rabbis have taught on Tannaite authority:*
- B. **“Here is your writ of divorce, but the paper is mine” – she is not deemed divorced.**
 - C. **“...on condition that you return the paper to me” – lo, she is divorced [T. Git. 2:4L-M].**
 - D. *R. Pappa raised the question, “What if he said, ‘On condition that the space between the lines or between the words belong to me,’ what is the rule?”*
 - E. *That question stands.*
 - F. *But why not solve that problem from the fact that Scripture has said, “a writ,” which means, one, not two or three?*
 - G. *That wouldn’t solve the problem where the whole is linked together.*
- II.25** A. *R. Ammi bar Hama raised this question: “If it was taken for granted that a given slave belonged to the husband, and a writ of divorce is written on the slave’s hand, and the slave comes before us as her slave, what is the rule? Do we claim that the husband has transferred title to her? Or perhaps the slave on his own has gone over to her?”*
- B. *Said Raba, “Why not solve the problem on the basis of the fact that the writing is such as can be forged in this case?”*
 - C. *But for Raba there is a problem based on our Mishnah paragraph, which maintains: **on the hand of a slave, (but he gives the woman the slave)!***
 - D. *Well, our Mishnah paragraph poses no problem to Raba, for our Mishnah addresses a case in which the writ was delivered before witnesses [and they read the document and can testify that it was not forged], in accord with the position of R. Eleazar [who maintains that what makes the writ valid is witnesses that it has been properly delivered]. But from the perspective of R. Ammi bar Hama, there is a problem.*
 - E. *For R. Ammi bar Hama there’s no problem either, here we deal with a case in which the writ of divorce was tattooed on the slave’s hand.*
 - F. *Well, if you’ve come so far as this, then you can say that the Mishnah paragraph itself poses no problem, since it would speak of a case of tattooing!*
 - G. *So what’s the upshot of the matter?*
 - H. *Come and take note: For said R. Simeon b. Laqish, “As to living creatures, there is no presumption about who owns them” [Freedman: they are liable to stray; so just because someone possesses them, that is not presumptive evidence, the same goes for a slave].*

- II.26** A. *R. Ammi bar Hama raised this question: “If it was assumed that a given tablet belonged to the wife, and a writ of divorce was written on it, and it is brought forth by the husband, what is the rule? Do we claim that the wife has transferred title to him? Or perhaps a woman doesn’t know how to transfer title [as part of a legal fiction, for example, for the writing of her writ of divorce]?”*
- B. *Said Abbaye, “Come and take note: Also: He gave testimony concerning a small town which was beside Jerusalem, in which there was an elder, who would lend money to all the townsfolk. And he would write out [the bond of indebtedness] in his own handwriting, and others would sign it. And the case came before sages, who permitted doing so [accordingly, you learn that a woman may write out her own writ of divorce, and a man may write out his own quittance [for having paid off the marriage settlement], for the confirmation of a writ is solely on the basis of the signatures of those who have signed it] [M. Ed. 2:3A-F]. Now why should this be the case? Lo, we require ‘a writ of transfer’ [a document written by the one who transfers...], and that condition has not been met? So therefore is it not because we do invoke the argument, ‘He has transferred title to them’?”* [Freedman: and they returned them to him; so here we may say that even if the wife does not intend to leave the tablet in the husband’s hands permanently, yet for the time being she has given it to him and he therefore can give it back to her as a writ of divorce.]
- C. *Said Raba, “So what’s the problem? Maybe [21A] the elder is an exceptional case, since he obviously knew the matter of transferring ownership [and the wife might not].”*
- D. *Rather, said Raba, “The solution comes from the following: He who signs as guarantor below the [signature of] bonds of indebtedness – [the creditor] collects [only] from unindentured property [M. B.B. 10:8E].”* [Freedman: In this case the lender gives the bond to the securer, who is the transferor, to sign, and then takes it back from him.]
- E. *Said R. Ashi, “So what’s the problem? Maybe the case of a male is exceptional, since he obviously knew the matter of transferring ownership [and the wife might not].”*
- F. *Rather said R. Ashi, “The solution derives from the following: A woman may write out her own writ of divorce, and a man may write out his own quittance [for having paid off the marriage*

settlement], for the confirmation of a writ is solely on the basis of the signatures of those who have signed it [M. Ed. 2:3A-F].”

- II.27** A. Said Raba, “If the man wrote the writ of divorce for his wife and handed it over to his slave, and he further wrote a deed of gift for the slave, transferring ownership of the slave to her – she becomes the owner of the slave and she is divorced as well. *Now why should this be the rule?* Lo, the slave is classified as ‘a moving courtyard,’ and a moving courtyard is unable to serve to transfer title.”
- B. *And should you say that we deal with a case in which he was standing still, has not Raba said, “In any case in which, if something were in motion, it would not effect transfer of ownership, if the same thing is standing still or sitting down, it also does not effect transfer of ownership.”*
- C. *The law is that, in a case in which the slave was in stocks, the writ is valid.*
- D. And said Raba, “If the husband wrote out the writ of divorce to the wife and handed it over in a courtyard belonging to himself, but he wrote out for her a deed of gift for the courtyard, she has acquired title to the courtyard and is divorced by the writ of divorce.”
- E. *And both statements of Raba are required. For if we had learned the rule with regard to the slave, one might have supposed that that is the case in particular for a slave, but as to a courtyard, there should be a precautionary decree on account of the possibility of setting a precedent covering a courtyard that comes into her ownership later on [Freedman: if the husband puts the writ of divorce in the courtyard of a third party, which later on comes into the domain of the wife, the writ is not effective]. And if we had learned his view only in the matter of the courtyard, then we might have supposed that it is a rule that applies in particular to the courtyard, but as to a slave, we should make a precautionary decree, invalidating delivery by a slave who is held in stocks on account of the possibility of delivery by a slave not held in stocks. So we are informed that that is not so.*
- F. Said Abbaye, “Well now, as to the matter of permitting delivery of the writ of divorce in a courtyard, it is encompassed by the language, ‘her hand’ (Deu. 24: 1). Just as ‘her hand’ serves, whether it is with her consent or not, so her courtyard serves just as well, whether it is with her consent or not. But

lo, as to a gift, if it is with her consent, it is validly donated and title passes to her, but if not, that would not be the case!” [So what Raba has said is wrong.]

- G. *Objected R. Shimi bar Ashi, “But lo, there is the possibility of appointing an agent to receive the writ of divorce [in behalf of the wife], which is valid if it is done with her consent, but not if it is done against her will – and yet the agent can serve to receive the writ of divorce in her behalf!”*
- H. *And Abbayye?*
- I. *“The rule of agency doesn’t derive from the expression, ‘her hand.’ The rule of agency derives from the use of an extra letter in the words, ‘And he shall send her’ (Deu. 24: 1) [so there is no analogy between ‘hand’ and ‘agency’]. And if you prefer, I shall say, we really do find the possibility of appointing an agent for receiving the writ of divorce without the wife’s consent, for even without her consent a father can accept a writ of divorce for his minor daughter.”*

III.1 A. (1) On an olive’s leaf, (2) on the horn of a cow, (but he gives the woman the cow) (3) on the hand of a slave, (but he gives the woman the slave):

- B. *Well, there is no problem understanding the rule concerning the hand of the slave, [21B] since it’s not possible to cut it off and give it to her. But what’s wrong with writing it on the horn of a cow? Why not just cut it off and give it to her?*
- C. *Scripture says, “He shall write and give it to her” (Deu. 24: 1) – this refers to something that lacks only the writing and the giving, excluding this, which lacks not only writing and giving, but also the act of cutting off.*

IV.1 A. R. Yosé the Galilean says, “They do not write [a writ of divorce] on anything that is alive, or on foodstuffs”:

- B. *What is the scriptural basis for the position of R. Yosé the Galilean?*
- C. *It is as has been taught on Tannaite authority:*
- D. *“...a bill [of divorcement]... (Deu. 24: 1)” –*
- E. **I know that the document is valid if it is written only on a scroll [as the word for “bill” indicates].**
- F. **How on the basis of Scripture do I know that it is valid if written on anything else [Sifré to Deut.: on leaves of a reed, nut tree, olive or carob]?**
- G. **Scripture says, “...and he shall write for her....”**
- H. **That speaks of any manner of document.**
- I. **If that is the case, why does Scripture say, “...bill...”?**

J. **What is singular about a bill is that it is something that is inanimate and does not eat, so the writ of divorce must be something that is inanimate and does not eat [Sifré to Deu. CCLXIX:IV.1].**

K. *And rabbis [opposed to Yosé the Galilean]?*

L. *If Scripture had said, "In a bill..." matters would have been as you maintain. But not when it is written, "...a bill [of divorcement]... (Deu. 24: 1)" – it speaks to a record of the matter.*

M. *Then what do rabbis make of the statement, "And he shall write for her"?*

N. *They require it to make the point that it is with the written document that a woman is divorced, and she is not divorced by a gift of money. For it might have entered your mind to suppose that there is a comparison to be made with her leaving the marriage and her entering into it. Just as her entering into it is accomplished through a gift of money, so her leaving it also should be accomplished with a gift of money. So we are informed that that is not the case.*

O. *And the other party?*

P. *He derives that lesson from the words, "a document of cutting off" (Deu. 24: 1), meaning, it is a document that cuts off the marital bond, and nothing else cuts off the marital bond.*

Q. *And the other party?*

R. *They require that to mean, it must be something that utterly cuts the bond between him and her, as has been taught on Tannaite authority:*

S. *"Here is your writ of divorce on condition that you not drink wine," "...on condition that you not go to your father's house ever again" – this is not a valid act of severing the marital bond.*

T. *If he said, "...for thirty days," lo, this is a valid severing of the marital bond.*

U. *And the other party?*

V. *He derives that from the usage of a complex form of the word, cutting off, when a simple form would have served.*

W. *And the other party?*

X. *They draw no lesson from that usage.*

2:4

- A. They do not write [a writ of divorce] on something which is attached to the ground.
- B. [If] one wrote it on something attached to the ground, then plucked it up, signed it, and gave it to her, it is valid.
- C. R. Judah declares it invalid,
- D. so long as writing it and signing it are [not] on something which is plucked up from the ground.
- E. R. Judah b. Beterah says, "They do not write on papyrus from which other writing has been erased,
- F. "or on a hide which has not been prepared,
- G. "for these can be falsified."
- H. And sages declare valid.

I.1

- A. [If] one wrote it on something attached to the ground, then plucked it up, signed it, and gave it to her, it is valid:
- B. *But didn't you say to begin with, They do not write [a writ of divorce] on something which is attached to the ground?*
- C. Said R. Judah said Samuel, "That [concession that there is a remedy] pertains to a case in which he left a space for the operative part of the writ [which is to say, the names and the date]."
- D. And so said R. Eleazar said R. Oshayya, "That [concession that there is a remedy] pertains to a case in which he left a space for the operative part of the writ [which is to say, the names and the date]."
- E. And so said Rabbah bar bar Hannah said R. Yohanan, "That [concession that there is a remedy] pertains to a case in which he left a space for the operative part of the writ [which is to say, the names and the date]."
 - F. *And it represents the position of R. Eleazar, who has said, "The testimony of the witnesses to the handing over of the document [that the delivery has taken place] is what effects the severing of the marital bond." And this is the sense of the materials before us: The formal part of the writ of divorce may not be written on something attached to the soil, lest they should write on it the substantive part, too; but if the formal part was written on something attached to the soil and then detached, and the substantive part then was filled in, and then the writ was handed over, it is valid.*

G. And R. Simeon b. Laqish said, “But the Mishnah passage is repeated with the formulation, ‘**signed it,**’ 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.’ And this is the sense of the materials before us: The formal part of the writ of divorce may not be written on something attached to the soil, as a precautionary decree lest one sign it as well while attached to the soil. But if the formal part was written on something attached to the soil and then detached, and the witnesses signed it, and then the writ was handed over, it is valid.”

- I.2** A. If one wrote it on an earthenware flowerpot that had a hole in the bottom, it is valid, *since he can take it and give it to her.*
 B. If it was written on a leaf inside of a flowerpot with a hole in the bottom –
 C. Abbaye said, “It is valid,” and Raba said, “It is invalid.”
 D. Abbaye said, “It is valid, **[22A]** *since he can take it and give it to her.*”

 E. Raba said, “It is invalid, because of the possibility that he may take the leaf and give it to her [and the leaf is insubstantial, as said earlier].”

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

C. *And that is the meaning of what we have learned in the Mishnah: [Property for which there is security is acquired through money, writ, and usucaption. And that for which there is no security is acquired only by an act of drawing from one place to another.] Property for which there is no security is acquired along with property for which there is security through money, writ, and usucaption [M. Qid. 1:5A-C].*

- D. If he took hold of the pot, he has not acquired ownership even of the pot, until he takes hold of the seeds.

- I.4**
- A. If the pot's hole were open in the Land of Israel, and its leaves extend outside of the Land –
 - B. *Abbaye said, "We follow the location of the hole."*
 - C. *Raba said, "We follow the location of the foliage."*
 - D. *If the pot took root, all parties concur [that the produce of the pot is subject to tithe]. Where there is a disagreement, it concerns a case in which it has not taken root.*
 - E. *So if the pot took root, do all parties really concur [that the produce of the pot is subject to tithe]? And have we not learned in the Mishnah: **Two [terraced] gardens, one above the other – and vegetables between them – R. Meir says, "[They belong to the garden] on top." R. Judah says, "[They belong to the garden] below." Said R. Meir, "If the one on top wants to take away his dirt, there will not be any vegetables there." Said R. Judah, "If the one on the bottom wants to fill up his garden with dirt, there won't be any vegetables there." Said R. Meir, "Since each party can stop the other, they consider from whence the vegetables derive sustenance [which is from the dirt]."** Said R. Simeon, "Any [vegetables] which the one on top can reach out and pick – lo, these are his. And the rest belong to the one down below" [M. **B.M. 10:6**]?*
 - F. *But in that case, the operative consideration is made quite explicit: Said R. Meir, "If the one on top wants to take away his dirt, there will not be any vegetables there." Said R. Judah, "If the one on the bottom wants to fill up his garden with dirt, there won't be any vegetables there."*
 - G. *Still, if the pot took root, is there no dispute [that the produce of the pot is subject to tithe]? And has it not been taught on Tannaite authority: "A tree part of which is in the Land of Israel and part outside – produce that is subject to the separation of tithes and produce that is wholly unconsecrated are deemed mixed up in it," the words of Rabbi. Rabban Simeon b. Gamaliel says, "That which grows in the area that is obliged for the separation of tithes [in the Land of Israel] is subject to the separation of tithes, and that which grows where the obligation does not pertain is not liable." Isn't this a case in which part of its foliage is in the Land and part of it is outside of the Land?*
 - H. No, it is a case in which part of the roots are in the Land and part outside of the Land.
 - I. *And what is the operative consideration behind the position of Rabban Simeon b. Gamaliel?*

- J. *It is one in which rock divides the roots.*
- K. *So then why does Rabbi take the view that produce of the two classifications is mixed together?*
- L. *They mix again higher up.*
- M. *Then what is at issue between Rabbi and Rabban Simeon b. Gamaliel?*
- N. *The former takes the view that, while the saps come from distinct roots, air joins them together, and the other deems them to remain distinct.*

- II.1** A. **R. Judah b. Beterah says, “They do not write on papyrus from which other writing has been erased, or on a hide which has not been prepared, for these can be falsified”:**
- B. Said R. Hiyya bar Assi in the name of Ulla, “There are three classifications of hides: one that is unleavened, a hifa-hide and a diftera-hide.”
 - C. One that is unleavened: *This is, as its name implies, one that has not been salted or treated with flour.*
 - D. *What practical purpose in law is served by knowing that fact?*
 - E. It has to do with taking such a hide out on the Sabbath [from one domain to another].
 - F. *And what is the measure of that which may be carried?*
 - G. *That is in line with what R. Samuel bar Judah stated as a Tannaite formula: enough to wrap up a small lead weight in it.*
 - H. And how much is that?
 - I. *Said Abbayye, “About a fourth of a fourth of Pumbedita.”*
 - J. A hifa-hide is one that is salted but not treated with flour or gall nut.
 - K. *What practical purpose in law is served by knowing that fact?*
 - L. It has to do with taking such a hide out on the Sabbath [from one domain to another].
 - M. *And what is the measure of that which may be carried?*
 - N. *That is in line with what we have learned in the Mishnah: **Leather enough to make an amulet [M. Shab. 8:3A].***

O. A diftera-hide is one that is salted and treated with flour but not with gall nut.

P. *What practical purpose in law is served by knowing that fact?*

Q. It has to do with taking such a hide out on the Sabbath [from one domain to another].

R. *And what is the measure of that which may be carried?*

S. Sufficient to write a writ of divorce on it.

III.1 A. And sages declare valid:

B. *Who are these sages?*

C. Said R. Eleazar [22B], “It is R. Eliezer, who has said, ‘It is the witnesses to the delivery of the writ of divorce that make the writ effective to sever the marital bond.’”

D. And said R. Eleazar, “R. Eliezer validated such a writ only if it was brought by the woman before the court right away, but not if it was produced ten days later, *lest there was a stipulation in the document which she altered.*”

E. And R. Yohanan said, “Even if she produced it ten days later, it is valid, *for if there is some sort of stipulation in the document, the witnesses to the delivery are going to remember it quite well.*”

F. And said R. Eleazar, “R. Eliezer validated such a writ only in the case of writs of divorce, but not in other kinds of documents. For it is written, ‘And you shall put them in an earthenware vessel so that they may last for a long time’ (Jer. 32:14).”

G. And R. Yohanan said, “Even other documents [may be treated in the same way].”

H. *But isn’t it written*, “And you shall put them in an earthenware vessel so that they may last for a long time” (Jer. 32:14)?

I. That’s just in the status of good advice.

2:5A-D

- A. All are valid for the writing of a writ of divorce,
- B. even a deaf-mute, an idiot, or a minor.
- C. A woman may write her own writ of divorce, and a man may write his quittance [a receipt for the payment of the marriage contract] ,
- D. for the confirmation of the writ of divorce is solely through its signatures [of the witnesses].

- I.1** A. [Even a deaf-mute, an idiot, or a minor.] *But these are not possessed of sound senses [so cannot be assumed to write the writ for the purpose of the particular woman who is to be its recipient]!*
- B. Said R. Huna, [23A] “But that is permitted only if an adult is standing and supervising the writing.”
- C. Said to him R. Nahman, “Well then, the same should apply to a gentile, where there is an Israelite standing and supervising the writing – *would this, too, be valid? And should you say, yes it would, well then, has it not been taught on Tannaite authority: A gentile is invalid for writing a writ of divorce?*”
- D. *Well, a gentile acts on his own account.*
- E. *Retracting, said R. Nahman, “What I said is null. For if a gentile is invalid in the matter of delivering the writ of divorce, it must follow that so far as writing it, he is valid.”*
- F. *But has it not been taught on Tannaite authority: A gentile is invalid for writing a writ of divorce?*”
- G. *That represents the view of R. Eleazar, who has said, “The witnesses to the delivery of the writ of divorce are the ones who make the writ effective in severing the marital bond.”*
- H. *But we require that the writing be done for the purpose of a writ for this particular woman, and a gentile most certainly will be acting on his own account!*
- I. Said R. Nahman, “R. Meir would say, ‘Even if a husband found a writ of divorce in the garbage and signed it and handed it over to her, it is valid.’”
- J. Raba objected to R. Nahman, “‘And he will write it for her’ (Deu. 24: 1) – for her in particular! *Does this not refer to the writing of the writ of divorce?*”
- K. *No, it refers to the signing of the writ of divorce by witnesses.*

L. *Raba objected*, “Any writ of divorce that is not written for the purpose of divorcing a particular woman is invalid.”

M. *Say*: ...that is not signed for the purpose of divorcing a particular woman....

N. *He objected*, “When he writes it, it is as if he writes it specifically for that particular woman. *Doesn't this mean that* if he writes the substantive part for that particular woman, it is as though he had written the formal part for that particular woman, too?”

O. *No, what it means is*, when he signs it for that particular woman, it is as if he writes it specifically for that particular woman.

P. *And if you prefer, I shall say, who is the authority behind these several Tannaite statements? They are R. Eleazar, who has said, “The witnesses to the delivery of the writ of divorce are the ones who make the writ effective in severing the marital bond.”*

- I.2** A. And R. Judah said Samuel said, “That [concession that] even a deaf-mute, an idiot, or a minor may write the document pertains to a case in which he left a space for the operative part of the writ [which is to say, the names and the date].”
- B. And so said R. Haga in the name of Ulla, “That [concession that] even a deaf-mute, an idiot, or a minor may write the document pertains to a case in which he left a space for the operative part of the writ [which is to say, the names and the date], and it represents the position of R. Eleazar.”
- C. And R. Zeriqa said R. Yohanan [said], “That’s not torah.”
- D. *What is the meaning of* “That’s not torah”?
- E. Said R. Abba, “Here the Mishnah informs us that there is no force to the condition that the writ has to be written for the sake of that particular woman, *and it represents the position of R. Meir, who has said, ‘It is the signatures of the witnesses that make the writ of divorce effective.’*”
- F. But didn’t Rabbah bar bar Hannah say R. Yohanan said, “The Mishnah accords with the theory of R. Eleazar?”
- G. *What we have is two different Amoraic reports of the position of R. Yohanan.*

2:5E-G

- E. All are valid for delivering a writ of divorce,
- F. except for a deaf-mute, an idiot, and a minor,
- G. a blind man, and a gentile.

2:6

- A. [If] a minor received [the writ of divorce from the husband,] and then passed the point of maturity,
- B. a deaf-mute and he regained the power of speech,
- C. a blind man and he regained the power of sight,
- D. an idiot and he regained his senses,
- E. a gentile and he converted,
- F. [it remains] invalid.
- G. But [if it was received from the husband] by one of sound senses who then lost the power of speech and then regained his senses,
- H. by one who had the power of sight and who was blinded but then recovered the power of sight,
- I. by one who was sane and then became insane and regained his sanity, it is valid.
- J. This is the governing principle: In any case in which the agent at the outset and at the end was in full command of his senses, it is valid.

- I.1** A. [Except for a deaf-mute, an idiot, and a minor, a blind man, and a gentile:] *Well, there's no problem understanding why a a deaf-mute, an idiot, and a minor should be excluded, since they are not possessed of sound senses. And a gentile likewise is excluded, since he is not someone who can effect the release of a marriage [being outside of the law]. But why is a blind person not qualified?*
- B. Said R. Sheshet, "Because he doesn't know from whom he receives the writ and to whom he gives it."
 - C. Objected R. Joseph, "Then how is a blind person permitted to have sexual relations with his wife? And how can anybody be permitted to have sexual relations with his wife at night? *Rather, it's by recognizing the voice, and here, too, a blind man can recognize the voice!*"

- D. *Rather, said R. Joseph, "Here we are dealing with the situation prevailing abroad, in which case he has to say, 'In my presence it was written and in my presence it was signed,' and he really cannot make such a statement."*
- E. *Said to him Abbaye, "Then what about the case of someone who had the power of sight but lost it, in which case he should be able to make such a statement, and yet we have learned in the Mishnah: **by one who had the power of sight and who was blinded but then recovered the power of sight!** So if he recovered the power of sight, he may do so, but if not, he may not!"*
- F. *Not at all: He is suitable even if he doesn't get his sight back. But since the Mishnah paragraph used the language, **by one who was sane and then became insane and regained his sanity** – a necessary point, since the reason that it is valid is that he has recovered his senses, but if he didn't recover his senses, the writ is not valid – it went on with the same formulation: **by one who had the power of sight and who was blinded but then recovered the power of sight.***
- G. *Said R. Ashi, "A close reading of the language of the passage itself will support that reading, since the Tannaite formulation is: **This is the governing principle: In any case in which the agent at the outset and at the end was in full command of his senses, it is valid.** What the Tannaite formulation does not say is, in any case in which he is qualified at the beginning and at the end. That makes the point."*

I.2

- A. *They asked R. Ammi, "What is the law on appointing a slave an agent to receive delivery of the writ of divorce of a wife from the hand of her husband?"*
- B. *He said to them, "Well, since gentiles are invalid for that purpose, it follows that [23B] a slave would be valid for that purpose."*
 - C. *Said R. Assi said R. Yohanan, "A slave may not be appointed an agent to receive delivery of the writ of divorce of a wife from the hand of her husband, since he does not fall under the law of writs of divorce or betrothals."*
 - D. *Objected R. Eleazar to this proposition, "So is the operative consideration in this ruling the fact that he is not subject to the law? Then if he were subject to the law, would he be valid for such an action? Lo, there is the case of the gentile, lo, there is the case of the Samaritan, who are subject to the law that they may designate priestly rations for their own crops, as we have learned in the Mishnah: **A***

gentile and a Samaritan – that which they separate is [valid] heave-offering [M. Ter. 3:9A-B]. *And yet we have learned in the Mishnah: A gentile who separated heave-offering from [the produce of] an Israelite, even with permission – that which he has separated is not [valid] heave-offering [M. Ter. 1:1E-F]. So the operative consideration is that Scripture says, ‘You also shall give your priestly rations’ (Num. 18:28), and we take the redundant ‘also’ to indicate that just as you are Israelites, so also your agents must be Israelites.”*

E. *The household of R. Yannai say, “Not at all: Just as you are responsible to the covenant, so your agents must be responsible to the covenant.” [A slave falls into the category of those responsible to the covenant, so he can be an agent.]*

- I.3** A. Said R. Hiyya bar Abba said R. Yohanan, “A slave may not be appointed an agent to receive delivery of the writ of divorce of a wife from the hand of her husband, since he does not fall under the law of writs of divorce or betrothals.
- B. *“And that is so even though we have learned as a Tannaite statement: He who says to his slave girl, ‘Lo, while you are a slave girl, your offspring will be free’ – if she was pregnant, she acquires freedom in behalf of the offspring.”*
- C. *What is the sense of, “If she was pregnant, she acquires freedom in behalf of the offspring”?*
- D. When R. Samuel bar Judah came, he said, “R. Yohanan made two statements. One was the statement about the writ of divorce. This is the other: It seems logical that a slave can receive a writ of divorce in behalf of another slave from the master of that slave, but not from his own master. And if someone should nudge you and say, this law has been repeated in the following language: ‘If she was pregnant, she acquires freedom in behalf of the offspring,’ you may say to him, two of the eminent figures of this generation explained the matter, namely, R. Zira and R. Samuel b. R. Isaac. *One said, ‘Lo, who is the authority? It is Rabbi, who has said, “He who frees half his slave – the slave acquires title to himself.”” And the other said, ‘What is the reasoning behind the position of Rabbi in that matter? He takes the view that the foetus is a limb of its mother and is treated as though the master has made the mother the owner of one of her own limbs.’”*

2:7

- A. 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:
- B. 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.
- C. What is the difference between [testifying] when delivering a writ of divorce and [testifying that the husband has] died?
- D. For the writing serves as ample evidence [in the case of a writ of divorce].
- E. A woman herself delivers her writ of divorce [from abroad],
- F. on condition that she must state, “In my presence it was written, and in my presence it was signed.”

- I.1** A. [Even women who are not deemed trustworthy to state, “Her husband has died,” are deemed trustworthy to deliver her writ of divorce:] *But has it not been taught on Tannaite authority: Just as women are not believed to say, “Her husband has died,” so they are not believed to present her writ of divorce.*
- B. *Said R. Joseph, “There really is no contradiction. The one rule pertains to the Land of Israel, the other, to countries overseas. In the Land of Israel, where we do not have to depend on what she says, she is believed; but overseas, where we have to depend on what she says, she is not believed.”*
- C. *Said to him Abbayye, “To the contrary! The opposite makes more sense. In the Land, where, if the husband should come to court and call the writ into question, we should pay attention to him, since there is the possibility of claiming that the wife has the intention of disrupting her marriage, she is not believed; but overseas, where, if the husband should come to call the document into question, we should never pay attention to him, she would be believed.”*
- D. *There is a Tannaite formulation of the matter in accord with the position of Abbayye:*
- E. **R. Simeon b. Eleazar says in the name of R. Aqiba, “A woman is believed to present her own writ of divorce, on the strength of an argument a fortiori: If women, whom rabbis have said are not believed to give testimony that her husband has died, are believed to present their own writs of divorce, this one, who is believed to**

testify that her husband has died, surely should be believed to bring her own writ of divorce.

F. **[24A]** “And on the same basis one may conclude that, just as women are required to state, ‘In our presence it was written and in our presence it was signed,’ so she is required to say, ‘In my presence it was written and in my presence it was signed’ [T. **Git. 2:6D-G**].” [This proves that the rule pertains to the situation outside of the Land of Israel, as Abbaye has claimed.]

G. *Said R. Ashi, “A close reading of our Mishnah also yields the same result: 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.’”*

H. *That is decisive proof.*

- I. *And does R. Joseph then maintain that the opening clause and the closing clause of our Mishnah paragraph refer to the situation in the Land of Israel and the one in the middle to the situation outside of the Land of Israel?*
- J. *Yessiree! He does maintain that the opening clause and the closing clause of our Mishnah paragraph refer to the situation in the Land of Israel and the one in the middle to the situation outside of the Land of Israel.*
- K. *On what basis does he maintain this of the middle clause?*
- L. *Because the Mishnah states: **What is the difference between [testifying] when delivering a writ of divorce and [testifying that the husband has] died? For the writing serves as ample evidence [in the case of a writ of divorce]. And it does not say, For the writing and the declaration... serve as ample evidence [in the case of a writ of divorce].***

- II.1** A. **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”:**
- B. *But isn’t it the fact that as soon as the writ of divorce reaches the woman’s hand, she is divorced with it? [So how can she deliver it to a court and why should she bother?]*
 - C. *Said R. Huna, “It refers to a case in which the husband says to her, ‘You shall be divorced with it only before the court of such-and-such a place.’”*
 - D. *So in the end, when she gets there, she is divorced with it!*

- E. *Rather, said R. Huna bar Manoah in the name of R. Aha b. R. Iqa, "It refers to a case in which he said to her, 'When you get there, put it down on the ground and pick it up again.'"*
- F. *If so, what you have is a case of his saying to her, "Take your writ of divorce from off the ground," and said Raba, "If the husband said to her, 'Take your writ of divorce from off the ground,' he has said nothing valid to her at all."*
- G. *Rather, it is a case in which he said to her, "Be an agent to bring the writ, until you get there, and when you get there, be an agent for receiving it, and at that point, receive your writ of divorce."*
- H. *But in such a case, the agent is not going to go back to the one who sent him.*
- I. *It is a case in which he said to her, "Be an agent for bringing the writ of divorce there until you get there, and when you get there, appoint an agent to receive it."*
- J. *That poses no problem for him who has said, "A woman may appoint an agent to receive her writ of divorce from the hand of the agent of her husband." But from the perspective of him who has said, "A woman may not appoint an agent to receive her writ of divorce from the hand of the agent of her husband," what is to be said?*
 - K. *What is the reason that the latter holds that position? It is because there is a disgrace to the husband in her doing so, but here, it is obvious that the husband couldn't care less.*
 - L. *That poses no problem for him who has said that it is because there is a disgrace to the husband in her doing so, but from the perspective of him who has said, the prohibition is because it appears to be like a courtyard that has come into her domain later on, what is to be said?*
 - M. *It is a case in which he said to her, "Be an agent for bringing the writ of divorce until you get there, and when you get there, appoint an agent to bring the document, and you receive your writ of divorce from him."*
 - N. *And if you prefer, I shall say, it is a case in which he says to her, "Be an agent for bringing the writ of divorce until you get there, and when you get there, state before a court, 'In my presence it was written and in my presence it was signed,' and appoint the court the agent, and let the court give the document back to you."*