



Produced by Rabbi Avrohom Adler, Kollel Boker Beachwood

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Gittin Processed in an Idolater Court

The *Gemora* asks: What are names that are clearly those of idolaters?

Rav Pappa answers: Names such as Hurmiz, Abudina, Bar Shibsai, Bar Kidri, Bati, and Nakim Una (*all names of idolater judges*).

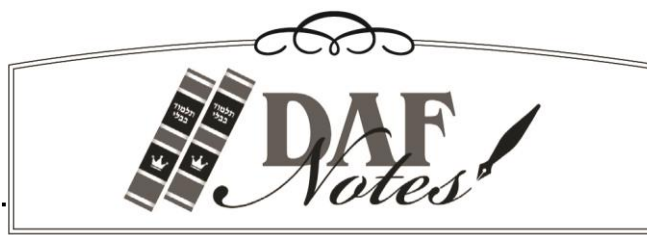
[The *Gemora* asserted the following according to R’ Shimon:] However, if the names signed on the *get* are not clearly those of idolaters, the *get* would not be valid (*even though Jewish witnesses saw the delivery of the get*). [*This is because we suspect that people will come to rely on the witnesses signed on the get alone, even when there are no Jewish witnesses on the delivery of the get.*]

The *Gemora* asks: If this is so, then instead of the end of the *Mishna* teaching that they (documents signed by idolaters) were only mentioned as being invalid when they were made privately (*idolaters who are not judges*), let him (R’ Shimon) differentiate and teach within this very context (i.e., a court) as follows: When were these words (that a *get* is valid when it was processed by an idolatrous court and signed by idolaters) said? That is only when the names of those who sign it are clearly idolater names, but if they are not clearly identifiable names, no (it is invalid)!?

The *Gemora* answers: This is in fact what he (R’ Shimon) meant to say. When were these words (that a *get* is valid when it was processed by an idolatrous court and signed by idolaters) said? That is only when the names of those who sign it are clearly idolater names, but if they are not clearly identifiable names, they are regarded as if they (the documents) were made privately, and they are invalid.

Alternatively, the *Gemora* answers: The last part of the *Mishna* is (concluding the Tanna Kamma’s statement, and) referring to regular monetary documents. And this is what he meant to say: Monetary documents (that were signed by idolaters) were not mentioned that they are invalid except when they were made privately.

The *Gemora* cites a *braisa*: Rabbi Elozar the son of Rabbi Yosi said: Rabbi Shimon said to the *Chachamim* (*when they were together*) in Tzidan: Rabbi Akiva and the *Chachamim* agreed that all of the documents that are made in the courts of idolater - that even though they idolaters signed as witnesses, they are valid. And even regarding *gittin* of women and emancipation documents of slaves - they argued only when the documents were made privately. For Rabbi Akiva in such a case ruled that they are valid, while the *Chachamim* said that they are invalid, except for *gittin* of women and emancipation documents of slaves. Rabban Shimon ben Gamliel said: Even these are valid - if it is in a place that Jews do not sign (based on a



government decree); but in a place where Jews sign, no (they would not be valid).

The *Gemora* asks: Why don't we decree regarding a place where Jews do not sign (that they should also be invalid), lest (they would come to use the documents from) a place where the Jews do sign?

The *Gemora* answers: While people confuse names (*of witnesses*) with other names, they do not confuse places with places. (11a)

Signed by Idolaters

Ravina thought to validate a document written up by a band of Aramean (judges). Rafram told him: The *Mishna* validates documents of courts (*not any group of people*).

Rava said: A Persian document that was given over (to the creditor) in front of Jewish witnesses can be used to collect with it unencumbered properties.

The *Gemora* asks: [*How can this be?*] But the witnesses can't read it (*as it is written in Persian, so how can they testify about it?*)?

The *Gemora* answers: The case is where they know how to read Persian.

The *Gemora* asks: But we require that a document be written on parchment that cannot be forged (*when it is treated with gallnuts, and the Persians do not have this requirement?*)?

The *Gemora* answers: The case is where the parchment was treated with gallnuts (*and it will therefore be evident if something was erased*).

The *Gemora* asks: But we require that the topic of the document should be reviewed in its last line (*and the Persians do not have this requirement?*)?

The *Gemora* answers: The case is where the topic of the document was reviewed in its last line.

The *Gemora* asks: If so, why can't the document be used to collect from encumbered properties as well?

The *Gemora* answers: The documents did not become known to everyone (*being that the witnesses who sign are idolaters*). [*Even though there are Jewish witnesses regarding the delivery of the document, it is the witnesses who sign on the document who spread the news.*] (11a)

Lukus and Lus

Rish Lakish inquired of Rabbi Yochanan: If there are witnesses who signed a *get*, and their names are similar to names of idolaters (but it is not known if they are indeed idolaters or not), what is the law? [If they are idolaters, the *get* is invalid.]

Rabbi Yochanan said to him: We only had one incident where a *get* with the name "Lukus" and Lus" were on it (*as witnesses*). We ruled that the *get* was valid (*being that there were Jewish witnesses on the delivery*). And this applies only to names like Lukus and Lus, as it is uncommon that Jews are called by such names. However, regarding other names, where Jews are commonly called by such names, no (the *get* we would not be valid).

The *Gemora* asks a question on this from a *braisa*: *Gittin* that come from abroad with witnesses signed on

them, even though their names are similar to names of idolaters, are valid. This is because most of the Jews living outside *Eretz Yisroel* have names that are similar to names of idolaters. [*This implies that even ambiguous non-Jewish names do not invalidate the get.*]

The *Gemora* answers: There (the documents discussed in the *braisa* are valid), it is because of the reason given, because most of the Jews living outside *Eretz Yisroel* have names that are similar to names of idolaters (and therefore we assume it was a Jew who signed). [*Rabbi Yochanan was discussing a get written in Eretz Yisroel, where Jews generally did not have names similar to that of idolaters.*]

There were others who said it as follows: Rish Lakish inquired of Rabbi Yochanan about a case similar to that of the *braisa* (regarding *gittin* brought from abroad, where the names are similar to that of idolaters). Rabbi Yochanan resolved it for him from this *braisa* (that such *gittin* are valid, since most of the Jews living outside *Eretz Yisroel* have names that are similar to names of idolaters, and therefore we assume it was a Jew who signed) . (11a – 11b)

Mishna

If someone says, “Give this *get* to my wife,” or “Give this emancipation document to my slave,” if he wants to retract the document (*before it gets to his wife or slave*), he may retract; these are the words of Rabbi Meir. The *Chachamim* say: By *gittin* of women (he may retract), but not by emancipation documents. This is because we may benefit for someone when he is not present, but we may not disadvantage him when he is not present. [*The Chachamim hold that he can retract only by a get. Their rationale is as follows: In order for*

the agent to acquire a document for someone else without being specifically appointed by the recipient, it must be completely advantageous for him, for then, we can assume that he wants him to be his agent. By a divorce, it is not advantageous for the woman, so the agent cannot acquire the get for the woman without her consent; therefore, the husband can still retract. However, it is advantageous for a slave to become free; therefore, the agent acquires the document and the slave is a free man immediately. Therefore, the master cannot retract from it.] (Why is this the case?) For if the master does not want to support his slave, he does not have to, but if he does not want to support his wife, he is not allowed. Rabbi Meir said to them: He (the master) disqualifies his slave from eating *terumah* (when he frees him), in the same way he (the husband) disqualifies his wife (*by giving her a get*)! [*This means that it should be considered a liability for a slave to be freed as well, because he can no longer eat terumah.*] The *Chachamim* said to him: [The reason why the slave was able to eat *terumah* is] because he is in the possession of the owner. (*The Gemora will explain this further.*) (11b)

Seizing for a Creditor

Rav Huna and Rav Yitzchak bar Yosef were sitting before Rabbi Yirmiyah while he was dozing off. Rav Huna sat there and said: We see from the Rabbis in our *Mishna* that one who seizes something (property from a debtor) for a creditor has effectively acquired it (for that creditor).

Rav Yitzchak bar Yosef said to him: Is this even when it is a liability for others (*i.e. other creditors who now may not have what to seize*)? Rav Huna said to him: Yes.

Rabbi Yirmiyah then awoke and said: Children! [That is not correct!] Rabbi Yochanan explicitly said that if someone seizes something (property from a debtor) for a creditor when the seizure affects others negatively, the seizure is invalid. If you will ask from our *Mishna* (which seems to indicate otherwise), there is no question, as saying “give (this document to so-and-so)” is like saying “acquire (it on his behalf).” [It emerges that he is not seizing anything, but rather, he is simply following the instructions of the master.]

Rav Chisda said: The law of one, who seizes a debtor’s property on behalf of a creditor and thereby causes loss to other creditors, is actually a dispute between Rabbi Eliezer and the *Chachamim*. For we learned in a *Mishna*: If one gathered *pe’ah* (leaving over a corner of the field for the poor) and said, “This is for So-and-so the poor man” (which is in effect, disadvantageous for all the other poor people), Rabbi Eliezer said: He has acquired it for the poor man. The *Chachamim* say: He should give it to the first poor man that he finds.

Ameimar said, and according to others, it was Rav Pappa who said: Perhaps the only reason that Rabbi Eliezer holds that he has acquired it for the poor man is because the rich man, by renouncing the rights to his possessions, can become a poor man, and then, he will have the rights to take the *pe’ah* for himself. Since he has the ability to acquire it for himself, he may acquire it for others as well, but here (where he seizes a debtor’s property on behalf of a creditor and thereby causes loss to other creditors), he will not be able to acquire it for his fellow (because he does not have the ability to acquire it for himself).

And the *Chachamim* only said that he cannot acquire it for the poor man because of that which is written: *You shall not gather for the poor*. This is teaching us that

one should not gather *pe’ah* on behalf of the poor. But here, they would agree that one may seize a debtor’s property on behalf of a creditor although he is causing a loss to other creditors.

The *Gemora* notes that Rabbi Eliezer uses that verse to teach us that a poor man may not take *pe’ah* from his own field. (11b – 12a)

INSIGHTS TO THE DAF

Idolater Judges

The *Gemora* asks: What are names that are clearly those of non-Jews?

Rav Papa answers: Names such as Hurmiz, Abudina, Bar Shibsai, Bar Kidri, Bati, and Nakim Una. Rashi explains that these are all names of idolater judges.

The Maharam Shif asks: The judges are not the ones who are signing! Rather, it is the witnesses who are signing in the presence of the judges.

He answers that Rashi is only stating as to why these names are obviously idolaters, and not Jewish. There were well known idolater judges with those names, and that is why when someone signs with such a name, we are certain that he is an idolater and not a Jew.

Agent to Free the Slave

The *Mishna* had stated: If someone says: “Give this *get* to my wife” or “Give this document freeing my slave to my slave,” if he wants to retract the document (before it gets to his wife/slave) he may. These are the words of Rabbi Meir. The *Chachamim* say: He can retract by



the *get* of his wife, but not by the document freeing his slave. This is because a person can have someone else acquire something beneficial for him when he is not present, but not something that is a liability for him when he is not present.

The Acharonim ask: One who frees his Canaanite slave has violated a Biblical commandment! If so, the agent who is being sent to deliver the emancipation document is an agent for an *aveirah*! There is a well established principle that one cannot be an agent for an *aveirah*!?

There are those who prove from here that although one is not permitted to serve as an agent to commit an *aveirah*, the agency, nevertheless, is not negated because of it. Tosfos in Bava Metzia (13b), however, states clearly regarding one who was sent to serve as an agent for an *aveirah*, the agency is negated and his actions are null and void.

The Noda BeYehudah answers that since the agent is acquiring the document for the slave, he is serving as an agent of the slave and not as an agent of the master. He is therefore not regarded as being an agent for an *aveirah*, because the *aveirah* is for the master to set him free; not for the slave to gain his freedom.

One can also answer that we are discussing a case where it was a *mitzvah* to free the slave (*a tenth man was needed for a minyan*), and therefore, there was no *aveirah*.

DAILY MASHAL

Covenant is Beneficial

“For you know how we dwelled in the land of Egypt and how we passed through the midst of the nations through whom you passed. And you saw their abominations and their detestable idols...Perhaps there is among you a man...whose heart turns away...to go and serve the gods of those nations” (Devarim 29:15-17).

The Ramban writes that the first verse quoted above is providing a reason for the verses that follow. Why is this a reason and why is it presented first? The Ohr Hachaim Hakadosh explains that these verses are describing the covenant between Hashem and the Jewish nation, which the Jews accepted not only on themselves but also on behalf of their descendants. Future generations could complain that they would prefer not to be restricted by the mitzvos, and seemingly they would have a valid complaint as we see from our Gemara, you cannot disadvantage someone except in his presence, with his consent. It is to preempt this claim that the Torah introduces the covenant by stating that we have seen how idol worship is an abomination and detestable, which makes the covenant a benefit, not a disadvantage, and there is a legal commitment based on the ability to benefit someone not in their presence.