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Gittin Daf 63

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Daf Notes is currently being dedicated to the neshamot of

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Whose Words does he Rely on?

It has been stated: If a woman says to her agent, “Bring me my *get*,” but the agent told the husband, “Your wife said to me, ‘Accept my *get* on my behalf,’” and the husband said, “Here is her *get* as she said,” Rav Nachman said in the name of Rabbah bar Avuha, who said in the name of Rav: Even when the *get* reaches her hand, she will not be divorced.

The *Gemora* notes: From this we may conclude that the husband was relying on the agent’s word, since if he was relying on the wife’s word, she should at least be divorced when the *get* reaches her hand!

Rav Ashi asked: Now is this really so? We could have concluded like so if the opposite would have been stated: If the woman says to her agent, “Accept for me my *get*,” but the agent told the husband, “Your wife said to me, ‘Bring me my *get*,’” and the husband said, “Here is her *get* as she said,” Rav Nachman said in the name of Rabbah bar Avuha, who said in the name of Rav: Once the *get* reaches the agent’s hand, she will be divorced. This would have proven that the husband was relying on his wife’s word. Alternatively, if Rav Nachman would have ruled that she is divorced when the *get* reaches her hand, we could have concluded that the husband was relying on the agent’s word. However, here, the reason why the *get* is not valid is because the agent completely nullified his agency by saying, “I am willing to be an agent for accepting the *get*, but not for delivering it.” [*Whether the husband relies on the agent’s word, or whether he relies on his wife’s word,*

the get is not valid in this case, and therefore, nothing may be proven regarding that question.]

Rav Huna bar Chiya asks on Rav Nachman’s ruling from our *Mishna*: If a husband tells someone, “Accept this *get* on behalf of my wife,” or, “take this *get* to my wife,” the *halachah* is that if he wants to retract, he may retract (*as long as his wife did not receive the get yet*). The only reason that the *get* is not valid is because the husband wishes to retract. However, if he does not want to retract, the *get* is valid. Why (*in the case where he said, “accept this get”*) should that be the case? The husband is not capable of making an agent to accept the *get* for his wife!?

The answer must be that once the husband has made up his mind to divorce her, he says to himself, “Let her be divorced in any possible way.” So too, here (*in Rav Nachman’s case*), let us say that since he made up his mind to divorce her (*when he said, “Here is the get as she said”*), he says to himself, “Let her be divorced in any possible way”?

The *Gemora* answers: Are the two cases comparable? In the case of the *Mishna*, a man knows that he cannot appoint an agent to accept the *get* for his wife and his intention obviously is to give it to the agent for the purpose of delivering it, but here, the husband mistakenly thought that the agent was an agent for acceptance (*and therefore he never decided that he should be an agent for delivery*).

Rava attempts to bring a proof to the question from a *Mishna*: If a minor girl said, "Accept the *get* on my behalf," the divorce is not effective until it reaches her hand (*for a minor is not capable of appointing an agent*). Seemingly, when it does reach her hand, she is divorced, and yet why should this be, seeing that the husband did not make him an agent to deliver the *get*? The answer must be that once the husband has made up his mind to divorce her, he says to himself, "Let her be divorced in any possible way." So too, here (*in Rav Nachman's case*), let us say that since he made up his mind to divorce her (*when he said, "Here is the get as she said"*), he says to himself, "Let her be divorced in any possible way"?

The *Gemora* answers: Are the two cases comparable? In the case of the *Mishna*, a man knows that a minor cannot appoint an agent, and his intention obviously is to give it to the agent for the purpose of delivering it, but here, the husband mistakenly thought that the agent was an agent for acceptance (*and therefore he never decided that he should be an agent for delivery*).

The *Gemora* attempts to bring a proof from a different *braisa* that the husband relies on the agent's words, but the proof is rejected. In conclusion, the *Gemora* does not have a proof if the husband relies on the words of his agent or the words of his wife. (62b – 63a)

"This Get is for you"

The *Gemora* cites a *braisa*: If a woman says to an agent, "Accept my *get* for me," and the agent told the husband, "Your wife told me to accept her *get* for her," and the husband says, "Take the *get* and give it to her," or he says, "Acquire the *get* for her," or he says, "Accept the *get* on her behalf," even if he desires to retract, he is not at liberty to do so. [*Evidently, the expression "take" is equivalent to "acquire."*] Rabbi Nosson says: If he says, "Take the *get* and give it to her," he can retract, but if he says, "Acquire the *get* for her," or he says, "Accept the *get*

on her behalf," even if he desires to retract, he is not at liberty to do so. Rebbe says: If he uses any of these expressions, he cannot retract, but if he says, "I do not want that you should accept the *get* for her, but rather, take it and give it to her," then if he desires to retract, he may do so.

The *Gemora* asks: Isn't Rebbe stating the same opinion as the *Tanna Kamma*?

The *Gemora* answers: Rebbe added that if the husband said, "I do not want that you should accept the *get* for her, but rather, take it and give it to her," then if he desires to retract, he may do so. Alternatively, we can answer that the *braisa* is teaching us that the *Tanna Kamma* is actually Rebbe.

The *Gemora* inquires: According to Rabbi Nosson (*who holds that "take" is not equivalent to "acquire"*), what would the *halachah* be if the husband said, "This *get* is for you"? Is it equivalent to "acquire," or not?

The *Gemora* attempts to bring a proof from our *Mishna*: If a husband tells someone, "Accept this *get* on behalf of my wife," or, "take this *get* to my wife," the *halachah* is that if he wants to retract, he may retract (*as long as his wife did not receive the get yet*). If a woman says, "Accept my *get* on my behalf," if he wants to retract, he may not retract (*for she is divorced as soon as the get reaches the hand of her agent*).

If the *Mishna* is speaking about a case where the husband said, "This *get* is for you," and it is following the opinion of Rabbi Nosson, it would prove that the expression, "This *get* is for you" is equivalent to "acquire."

The *Gemora* rejects this proof by saying that our *Mishna* is discussing a case where the husband said, "Take this *get* to her," and it is following the opinion of Rebbe (*who holds that "take" is equivalent to "acquire"*).

The *Gemora* attempts to bring a proof from the last ruling of our *Mishna*: Therefore, if the husband said to him, "I do not want you to accept the *get* on her behalf, but rather, take it and give it to her," if he wants to retract, he may retract.

It may be inferred that the only reason that the husband may retract is because he said, "I do not want you to accept the *get* on her behalf," but if he did not say that, he may not retract. If the *Mishna* is speaking about a case where the husband said, "This *get* is for you," and it is following the opinion of Rabbi Nosson, it would prove that the expression, "This *get* is for you" is equivalent to "acquire."

The *Gemora* rejects this proof by saying that our *Mishna* is discussing a case where the husband said, "Take this *get* to her," and it is following the opinion of Rebbe (*who holds that "take" is equivalent to "acquire"*).

The *Gemora* attempts to bring a proof from the following *braisa*: If a husband told his agent, "Take this *get* to my wife," he may retract, but if he said, "This *get* is for you for my wife," he may not retract. [*Evidently, the expression "this is for you" is equivalent to "acquire."*]

Now, who is of the opinion that the husband may retract in a case where he said, "Take this *get* to my wife"? It is only Rabbi Nosson who holds like that, and nevertheless, when the husband said, "This *get* is for you," he may not retract. This indeed proves that Rabbi Nosson holds that the expression, "This *get* is for you" is equivalent to "acquire." (63a – 63b)

Is "Take" Equivalent to "Acquire"?

It was stated: If the wife told her agent, "Accept my *get* for me," and the agent said to the husband, "Your wife said, 'Accept my *get* for me,'" and the husband said, "Take

it and give it to her," Rabbi Abba said in the name of Rav Huna, who said in the name of Rav: He becomes both his agent (*to deliver the get*) and her agent (*to accept the get*), and (*in a case where the husband died childless before she received the get*) she must submit to *chalitzah*.

The *Gemora* notes: This would seem to indicate that Rav was uncertain whether "take" is equivalent to "acquire," or not. [*For if "take" would be equivalent to "acquire," she would be definitely divorced, and there would be no necessity for chalitzah!*] Yet, how can this be, seeing that it has been stated: If a man says to an agent, "Take to So-and-so the *maneh* which I owe him," Rav says. He continues to be responsible for it (*if something should happen to it, until it reaches the lender's hand*), and he may not retract the commission!?

The *Gemora* answers: There is still uncertainty, but with respect to a case concerning monetary matters, Rav rules leniently, whereas in this case, it concerns a prohibition, and therefore Rav rules stringently (*and a chalitzah is deemed necessary*). (63b)

Double Duty

Rav said: A woman may not appoint an agent to receive the *get* from the hands of her husband's agent. Rabbi Chanina says: A woman may appoint an agent to receive the *get* from the hands of her husband's agent.

The *Gemora* explains the rationale of Rav: Either it is because it is regarded as a disgrace for the husband (*that she appointed an agent and therefore he revokes his agency and the get will be invalid*), or it is because it is similar to the case where the wife's courtyard comes into her possession after the husband placed the *get* there. [*If this case would be ruled to be valid, people would say that if the husband placed the get in someone else's courtyard (which resembles this case, where the husband gave the get to an agent to bring it) and then the friend gives the*



courtyard to the woman (which resembles this case, where she appoints an agent to receive the get), she is divorced. And since we know that she is not divorced (for the husband must place the get in her hand, or her courtyard), we cannot rule that she would be divorced in our case either!]

The Gemora notes a practical difference between the two reasons: If the wife appointed her agent before the husband appointed his agent. [This case would not be confused with the courtyard case, but the husband will still be disgraced.]

The Gemora relates an incident: A certain man sent a get to his wife, and the agent found her kneading dough. He said to her, "Here is your get." She replied, "Let it be in your hands (accept it for me)." Rabbi Nachman said: If I would know that Rabbi Chanina is right, I would rule that the get is valid.

Rava asked him: But an agent, upon completion of his mission must have the potential to return to his principal and say, "I have concluded my assignment." Here, the agent cannot return to the husband with that statement, for immediately upon completing his mission, he becomes her agent to accept the get!?

They sent this question to Rav Ami, and he replied: The get is not valid because the agent cannot return to the husband saying that he completed his mission. Rabbi Chiya bar Abba, however, said: We must consider the matter. They again sent this question to Rabbi Chiya bar Abba, and he said: How many more times will they send? Just as you in Bavel are unable to decide, so we, in Eretz Yisroel are unable to decide. Since this is a matter involving *ervah*, the woman must submit to *chalitzah*.

In a case which actually happened, Rav Yitzchak bar Shmuel bar Marsa declared that both a new get and *chalitzah* is required.

The Gemora explains: A get is necessary if she desired to marry while the husband was alive, and *chalitzah* is required if she wanted to marry after his death. (63b)

DAILY MASHAL

Rabbi Mordechai Kamenetzky quotes from his grandfather, Reb Yaakov, in his sefer Emes L'Yaakov: The Mishna is giving us a sign, when a marriage is disrepair. If a man tastes burnt soup that his loving wife cooked and he is repulsed, then he is missing the love that the Torah requires. Rabbi Akiva, who was separated from his wife for 24 years while he studied Torah, declared that if a man finds a woman whom he thinks is better, then his marriage needs scrutiny! Because a person must think that there is nothing tastier than what his wife prepared, and that there is no one more beautiful than the woman he married.

Reb Aryeh Levin, the Tzadik of Jerusalem, once entered a doctor's office with his wife and spoke on behalf of both of them. "Her leg hurts us," he said.

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF

to refresh your memory

Q: What kind of help can you give a gentile who is working his field on Shemittah?

A: Verbal encouragement, but not physical help on the field.

Q: If "take" is not equivalent to "acquire," what happens when a woman sends an agent to accept the get to her husband and he says, "Take it to her"?

A: She is divorced when she receives it personally.

Q: Can a woman be an agent to deliver a get?

A: Yes.