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Gittin Daf 74

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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

Mishna

If a man says to his wife, “This is your *get* on the condition that you will give me two hundred *zuz*,” she is divorced and she should give the money. If he says, “On condition that you must give me the money within thirty days,” then if she gives him the money within thirty days, she is divorced; if not, she is not divorced. Rabban Shimon ben Gamliel says: There was an incident in Tzidon where someone made a condition with his wife that she would only be divorced if she gave him his cloak, and she lost his cloak. The *Chachamim* said: She should give him the monetary value of the cloak. (74a)

“She Should Give”

The *Gemora* asks: What does it mean: And she should give?

Rav Huna says: It means: and she will give the money (*meaning that when she gives the money, the get is valid retroactively from the time that she received it*). Rav Yehudah says: When she gives the money, the *get* becomes valid. [*They argue as to the meaning of the words “on the condition.”*]

The *Gemora* asks: What is the difference between them?

The *Gemora* answers: The difference is in a case where the *get* was torn or lost (*before she gives the money*). According to Rav Huna, she will not need a second *get*, but according to Rav Yehudah, she will.

There is a similar argument regarding *kiddushin*. The *Mishna* states: If someone says, “You are betrothed to me on the condition that I will give you two hundred *zuz*,” she is betrothed to him and he should give the money.

The argument between Rav Huna and Rav Yehudah was similarly taught there (*regarding kiddushin, and is seemingly redundant*). Rav Huna says: And he should give the money (*and the kiddushin will be effective retroactively*), while Rav Yehudah says that the betrothal is effective only when he gives the money.

The *Gemora* asks: What is the difference between them?

The *Gemora* answers: The difference would be in a case where she accepted *kiddushin* from someone else (*before receiving the money*). According to Rav Huna, the giving of the money is a mere condition, and therefore he can merely fulfill the condition and remain married to her (*and the second person’s kiddushin is null and void*). According to Rav Yehudah, the *kiddushin* is only effective when he gives the money. Being that he has not given it to her, it is not considered a *kiddushin* (*and the second person’s kiddushin is valid*).

The *Gemora* explains: It is necessary for us to have both arguments stated explicitly by both *gittin* and *kiddushin*. If it would have stated this only regarding *kiddushin*, we might have thought that Rav Huna only maintained that such a *kiddushin* is valid retroactively, as he clearly is trying to have a closer relationship with her. [*We would*

therefore assume he wanted the *kiddushin* to be valid starting now.] However, regarding *gittin* where he is trying to distance her (*but it is difficult for him to do so*), perhaps he wants the *get* to be valid only if she actually fulfills the condition. Therefore, perhaps Rav Huna would agree to Rav Yehudah in a case of *gittin*. [*This is why the case of gittin was certainly needed.*]

If the argument was stated only regarding *gittin*, we might think that Rav Huna only held the *get* was starting now because he is not embarrassed to claim the money from her in *Beis Din*. However, being that she would be embarrassed to demand the money from her “husband” in *Beis Din*, Rav Huna would agree to Rav Yehudah that the *kiddushin* is valid only when the money is actually given. This is why Rav Huna’s position had to be stated both regarding *kiddushin* and *gittin*.

It was also necessary to state Rav Yehudah’s position twice. If Rav Yehudah’s position would be stated only regarding *kiddushin*, one might think that this is because she is embarrassed to demand the money from her “husband” in *Beis Din*. However, being that she is not embarrassed to demand money in *Beis Din* from her ex-husband, one might think that the *get* is effective retroactively.

If Rav Yehudah’s position was stated only by *gittin*, one would think that this is because he is trying to distance her (*but it is difficult for him to do so*), and perhaps he wants the *get* to be valid only if she actually fulfills the condition. However, regarding *kiddushin*, where he is trying to have a closer relationship with her, perhaps he would agree that it is effective retroactively. This is why Rav Yehudah’s position had to be stated both by *gittin* and *kiddushin*.

The *Gemora* asks on Rav Yehudah from a *braisa*. The *braisa* states: If someone says, “This is your *get* on condition that you give me two hundred *zuz*,” even if the

get is torn or lost, she is divorced. She should not marry someone else until she gives him the money.

Another *braisa* states: If someone said, “This is your *get* on condition that you give me two hundred *zuz*,” and he then died, if she gave the money before he died, she does not fall to *yibum*. If not, she does fall to *yibum*. Rabban Shimon ben Gamliel says: She can give the money to his father or brothers (*after he is dead*). The argument between them seems to hinge on whether or not he meant that the money could also be given to his inheritors. However, in both of these *braisos*, it is clear that this is a mere condition, and the actual *get* is effective retroactively when it was given, not when the money is given, unlike the opinion of Rav Yehudah!?

Rav Yehudah could answer: These *braisos* follow the opinion of Rebbe, for Rav Huna said in the name of Rebbe: Whoever says something is “on the condition,” he means that it should take effect retroactively as long as the condition is eventually fulfilled. The Rabbis argue on Rebbe, and I hold like the Rabbis.

Rabbi Zeira says: When I was in Bavel, we used to say that Rebbe’s principle that whoever says something is “on the condition,” means that it should take effect retroactively (*as long as the condition is eventually fulfilled*) is argued upon by the Rabbis. However, when I went to *Eretz Yisroel*, I encountered Rabbi Assi who was giving over a teaching of Rabbi Yochanan, and he said that everyone in fact agrees to this principle. They argue only regarding one who says, “From today and after I die.”

This is supported by the following *braisa*. The *braisa* states: If someone gives his wife a *get* saying that it is “from today and after death,” the *Chachamim* say that the *get*’s validity is in doubt, while Rebbe says that it is a valid *get*. [*The fact that they only argue in this case implies that they do not argue regarding a case of “on condition.”*]

The *Gemora* asks: According to Rav Yehudah who says that Rebbe and the Rabbis indeed argue in a case “on condition,” why don’t they explicitly argue in this case as well?

The *Gemora* answers: They argue in this case to show the leniency of Rebbe (*that he is even lenient in this case*).

The *Gemora* asks: According to Rav Yehudah, they should still argue regarding “on condition” in order to show the stringency of the Rabbis!?

The *Gemora* answers: The power of being lenient is more important to show (*than being stringent*). (74a – 74b)

Timed Condition

The *Mishna* had stated: If a man says, “This is your *get* on condition that you must give me the money within thirty days,” if she gives him the money within thirty days, she is divorced. If not, she is not divorced.

The *Gemora* asks: The *Mishna’s* law that the condition of payment within thirty days must be fulfilled is obvious!?

The *Gemora* answers: One might think that he is not really so concerned that the payment be on time. It is possible that the condition was merely made to try to speed up the payment. The *Mishna* therefore says that it is looked at as a binding condition. (74b)

Fulfilling Conditions

The *Mishna* had stated: Rabban Shimon ben Gamliel says: There was an incident in Tzidon where someone made a condition with his wife that she would only be divorced if she gave him his cloak, and she lost his cloak. The *Chachamim* said: She should give him the monetary value of the cloak.

The *Gemora* asks: What prompted Rabban Shimon ben Gamliel’s story in our *Mishna*?

The *Gemora* answers: The *Mishna* is as if it is missing words, and it means as follows. If someone said, “On condition you give me my cloak,” and his cloak was lost,” he meant that the *get* is only valid if he actually gets back his cloak. Rabban Shimon ben Gamliel says: She should merely give him its value (*for he made the condition for his benefit*). And Rabban Shimon ben Gamliel said: There was an incident in Tzidon where someone made a condition with his wife that she would only be divorced if she gave him his cloak, and his cloak went lost. The *Chachamim* said: She should give him the monetary value of the cloak.

Rabbi Assi inquired of Rabbi Yochanan: If someone said, “Here is your *get* on condition that you pay me two hundred *zuz*,” and he then said, “I forgo them to you,” what is the *halachah*? This question can be asked both according to the Rabbis and Rabban Shimon ben Gamliel. According to the Rabbis, it is possible that money is an invalid substitute only in the case of the cloak where he did not forgo the cloak; however, in this case, where he himself relented, it is possible that it is valid. According to Rabban Shimon ben Gamliel, it is possible that only when she actually gave him money in exchange, the condition is deemed fulfilled. However, where he gets nothing at all, it is possible the condition is not deemed fulfilled.

Rabbi Yochanan answered: She is not divorced.

The *Gemora* asks a question from a *Mishna*. The *Mishna* states: If one says to his fellow, “*Konam* that you will not benefit from me, if you do not give my son a *kor* of wheat and two barrels of wine.” Rabbi Meir rules: He is forbidden to derive benefit from him until he gives the wheat and wine to his son. The Rabbis, however, maintain that he can annul his vow without a sage by declaring, “I



regard it as though I have received it." [This implies that *relenting is as good as receiving.*]

The *Gemora* answers: In our case, he is trying to pain her (*by making her give money, and he did not end up receiving anything*). In this case, he was merely trying to have his son benefit.

There was a person who told his sharecropper, "Most sharecroppers water the field three times a year (*besides all of their other labors*), and they receive one quarter of the fruit. You should water it four times, and I will give you one third of the fruit." In the end, rain came, making it unnecessary to water four times. Rav Yosef said: He did not have to water a fourth time (*and therefore should only receive one quarter*). Rabbah says: He didn't need to water (*but should still get one third*).

The *Gemora* asks: Let us say that Rav Yosef has the same opinion as the Rabbis, while Rabbah holds like Rabban Shimon!

The *Gemora* rejects this comparison: This cannot be, as we know the *halachah* follows Rabbah in this case, but it does follow Rabban Shimon!

The *Gemora* answers: It must be that they both hold like the Rabbis. Rav Yosef obviously holds like the Rabbis. Rabbah will say that even he can hold like the Rabbis. The Rabbis only said that it must be given because he wanted to pain her. However, here, that it was a matter of profit, and it was merely unnecessary for him to water, he could still receive payment. (74b)

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF to refresh your memory

Q: What is the *halachah* if a seriously ill man gives a *get* to his wife, and then he recovers? May he withdraw the *get*?

A: It is a *machlokes* Amoraim.

Q: What is the *halachah* if the husband says, "This is your *get* if I do not recover from this sickness," and then he is bitten by a snake?

A: It is not a *get* because it is an unusual case, and one that he did not foresee happening.

Q: Can the wife of a husband who was given a divorce on condition that he dies be alone with her husband between the delivery of the divorce and his death?

A: No, unless they are in the presence of witnesses.