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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

Space that Invalidates a Document

The *Gemora* had stated that if a contract has a gap of two blank lines between the contract text and the signatures of the witnesses, it is invalid.

Rabbi Shabsai said in the name of Chizkiyah: The two blank lines that were mentioned are referring to the handwriting of the witnesses, not to the handwriting of the scribe. What is the reason for this? It is because whoever wishes to commit forgery does not go to a scribe to get it done.

The *Gemora* asks: And how much is the space that disqualifies a document?

Rav Yitzchak ben Elozar said: As much space as would be required for the writing of “*lecha, lecha*” above each other. [The “*lamed*” is a tall letter, and that should not touch the “*end of chaf*,” whose leg hangs low.] This indicates that he is of the opinion that the limit is two written lines and four blank spaces (for each of those words needs a blank space above for the “*lamed*” and a blank space below it for the “*end of chaf*”).

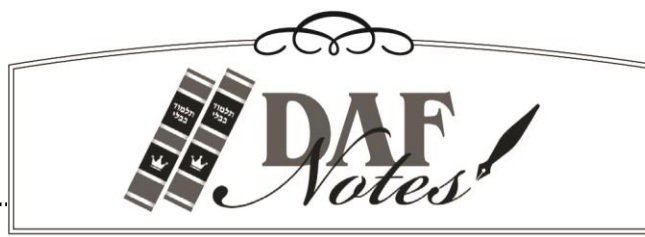
Rav Chiya bar Ammi said in the name of Ulla: As much space as would be required for the writing of a “*lamed*” on the top line and an “*end of chaf*” on the lower line.

This indicates that he is of the opinion that the limit is two written lines and three blank spaces (for there is no “*lamed*” on the bottom line, and there is no “*end of chaf*” on the upper one).

Rabbi Avahu said: As much space as would be required for the writing of “*Baruch ben Levi*” on one line. Evidently he holds that the limit is one written line and two blank spaces (one space above for the “*lamed*,” and one space below for the “*end of chaf*”).

Rav said: That which has been taught (if a contract has a gap of two blank lines, it is invalid) is only applicable to the space between the signatures of the witnesses and the contract text; but between the signatures of the witnesses and the legal certification, even if a wider blank space is left, the contract is valid.

The *Gemora* asks: Why is there a difference between the two? Just as the holder of the contract might commit forgery by writing whatever he desires in between the signatures and the text (and the signatures will refer to this additional text as well); so too regarding the blank space between the signatures of the witnesses and the certification, could forgery not be committed by the holder writing whatever he desires, attaching it to the signature of witnesses (and although usually witnesses sign underneath the text, here the addition will be valid, for we will assume that the judges (who are signing at the bottom) are certifying that the witnesses knew about the



addition)?

The *Gemora* answers: The scribe dots the blank space with ink marks (*so that nothing additional can be added*).

The *Gemora* asks: If so, the scribe can also dot with ink marks the blank space between the signatures of the witnesses and the contract text (*and it should be valid with a blank space of two lines*)!?

The *Gemora* answers: People might think that the witnesses were merely testifying on the dotted portion (*but not on the text of the contract; therefore, the document is ruled to be invalid*).

The *Gemora* asks: If so, would it not also be assumed that the judges are certifying the dotted portion between the signatures of the witnesses and their certification (*and therefore, the document should be invalidated*)?

The *Gemora* answers: Judges do not certify dotted spaces.

The *Gemora* asks (*on all certified documents*): Should we not be concerned that the holder of the document will cut off the entire upper portion of the document (*including the signatures of the witnesses*), he will erase the ink dots, and then he will write whatever he desires and forge the signatures of witnesses (*and yet the document would be regarded as valid due to the certification underneath*)? [*The Gemora proves that such a document is valid.*] For Rav ruled that a document, where the text and the signatures of the witnesses appear on an erasure, it is legally valid (*as long as it was only erased one time*).

The *Gemora* notes: According to Rav Kahana who reported this *halachah* in the name of Shmuel, this is not

a challenge (for perhaps Rav disagrees, and that is why he rules that two blank lines would be valid between the signatures of the witnesses and the legal certification); however, according to Rav Tavyumei, who reported it in the name of Rav, what is there to say?

The *Gemora* answers: Rav is of the opinion that in any such case (*where the text and the signatures of the witnesses appear on an erasure, and there is the court's certification below it*), the document is not confirmed by the certification of the judges that are written on it, but rather, only through the witnesses that are signed on it.

And Rabbi Yochanan said: That which has been taught (*if a contract has a gap of two blank lines, it is invalid*) is only applicable to the space between the signatures of the witnesses and the contract text; but between the signatures of the witnesses and the legal certification, even if only one blank space is left, the contract is invalid.

The *Gemora* asks: Why is there a difference between the two?

The *Gemora* answers: It is because the holder of the document will cut off the entire upper portion of the document (*including the signatures of the witnesses*), and he will write a new document and forge the signature of witnesses all on the one line (*which was left blank*), and he is of the opinion that a document, where the contract text and the signature of the witnesses appear on a single line, it is valid!

The *Gemora* asks: If so, in the case where there is one blank space between the witnesses and the text also (*it should be ruled invalid*), for perhaps the holder of the document will cut off the entire upper portion of the document (*including the signatures of the witnesses*), and then he will write whatever he desires, and use the



signature of the witnesses below it!?

The *Gemora* answers: He is of the opinion that a document where the text appears on one line and its witnesses on another is ruled to be invalid.

The *Gemora* asks: But let us be concerned that the text and the witnesses might be written on one line and he will then claim (*as to the reason why he has two sets of witnesses*), "I did this in order to increase the number of witnesses" (*to publicize the matter; he will then certify the document with the validation of the two authentic witnesses*)!?

The *Gemora* answers: He holds that in any such case (*where the contract text and one pair of witnesses are signed on one line, and another set of witnesses are signed below*), the document is not validated by the witnesses that appear below, but rather, by the witnesses who appear above. (163a – 163b)

INSIGHTS TO THE DAF

Amount of Lines that Invalidate a Document

The *Gemora* asks: And how much is the space that disqualifies a document?

Rav Yitzchak ben Elozar said: As much space as would be required for the writing of "*lecha, lecha*" above each other. [*The "lamed" is a tall letter, and that should not touch the "end of chaf," whose leg hangs low.*] This indicates that he is of the opinion that the limit is two written lines and four blank spaces (*for each of those words needs a blank space above for the "lamed" and a blank space below it for the "end of chaf"*).

Rav Chiya bar Ammi said in the name of Ulla: As much space as would be required for the writing of a "*lamed*" on the top line and an "*end of chaf*" on the lower line. This indicates that he is of the opinion that the limit is two written lines and three blank spaces (*for there is no "lamed" on the bottom line, and there is no "end of chaf" on the upper one*).

Rabbi Avahu said: As much space as would be required for the writing of "*Baruch ben Levi*" on one line. Evidently he holds that the limit is one written line and two blank spaces (*one space above for the "lamed," and one space below for the "end of chaf"*).

The commentators ask on Rabbi Avahu's opinion: How can he maintain that the document is invalidated with one line of text and two spaces (*one above and one below it*) when the *Gemora* above clearly ruled that it is a space of two lines of text that invalidate a document!?

Some Rishonim answer that Rabbi Avahu disagrees with Chizkiyah and hold that the amount of space needed to disqualify the document is not measured according to the handwriting of the witnesses; rather, it is based upon the handwriting of the scribes. Accordingly, it is sufficient with one line of text and two empty spaces, for the scribe may manage to use the space for two lines of text with an empty space between them. According to this explanation, Rabbi Avahu agrees with the *braisa* above, which ruled that a space of two lines of text invalidates a document.

Tosfos Ri"d answers that Rabbi Avahu maintains that the space of two lines of text which invalidate a document is without any space above them or below them; it is referring just to the lines of text and the space between them (*not like Rav Nachman bar Yitzchak*). According to

this interpretation, Rabbi Avahu's amount and the ruling of the *braisa* are precisely identical, for one line of text with two spaces is exactly the same as two lines of text with one space between them.

The Ritv"א writes that Rabbi Avahu holds that the two lines mentioned above that invalidate a document refer to two blank spaces surrounding one line of text.

DAILY MASHAL

The *Gemora* asks: And how much is the space that disqualifies a document? Rabbi Avahu said: As much space as would be required for the writing of "*Baruch ben Levi*" on one line.

It is fascinating to note that this is the only bracha of Shemone Esrei that begins with the word **Barech**--specifically seeking bracha at the outset.

Perhaps this is an allusion to the fact that while it may be easier to have Bitachon in other areas--Hashem will help me with Teshuva, Hashem will provide the Refuah, Hashem will provide the Geulah--it is more difficult to have a complete trust in areas of Parnassah. After all, don't I earn a living because of my expertise, my skill, my unique abilities, my training, in my profession or job? So, at the outset, we clear and clean our minds--ridding ourselves of western thoughts and beliefs--as we aver that our Parnassah comes only because of Your blessing--which we whole-heartedly ask for. Moreover, when we recognize that our livelihood, our sustenance--every dollar and cent is from Hashem--then ipso facto our monies will be blessed because we will seek, earn, keep and possess only honest funds--as we recognize it all as emanating from Hashem.

We then follow with the word **Aleinu** to emphasize that we want the bracha of *Barech* to apply not only to us, but to all our people--so that no one is tempted by his Yetzer Hara to follow any inappropriate means of moving money into his pocket, and so that people who currently do not have enough to make ends meet can see and savor Hashem's blessing of sustenance with joy. Accordingly, we daven for those who are indigent, for all those currently in need, and for all of our brethren.

The *Sefer Ya'aros Devash* notes that the *Ikar* of Parnassah comes not through Din, but through Rachamim, and so it is essential that we have the proper Kavannah in this bracha, imploring Hashem's Rachamim upon us and upon all of K'lal Yisrael.--**Barech Aleinu** --let the words sink in--and flow out!