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Gittin Daf 75

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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

Forced Acceptance

We have learnt in a *Mishna*: At first, a man (*who had purchased a house from another in a walled city in Eretz Yisroel, where the seller has a right to redeem within the first twelve months; otherwise, the house will belong to the buyer forever, even after Yovel*) used to hide himself (*from the seller*) on the last day of the twelve-month period, so that the house should become his forever. Hillel the Elder, therefore, enacted that the seller should throw his money into a certain chamber and that having done so, he could break the door of his house and enter, and the buyer, whenever he wants, can come and take his money.

Rava said: From the fact that Hillel’s regulation was necessary, we may learn that if a man said to his wife, “This is your *get* on the condition that you give me two hundred *zuz*,” and she gave it to him, if he accepted the money willingly, she is divorced, but if she had to force him to take the money, she is not divorced. For since Hillel decreed in this instance that the money given by force to the buyer should be accounted as “giving,” we can infer that in general, money given by force is not accounted as “giving.”

Rav Pappa, or some say, Rav Simi bar Ashi asked: But perhaps Hillel’s regulation was necessary only where the money was given when it was not in the buyer’s presence, but where it was made to him in his

presence, it would be regarded as a “giving” whether he was willing to receive it or not?

The *Gemora* cites another version: Rava said: From the fact that Hillel’s regulation was necessary, we may learn that if a man said to his wife, “This is your *get* on the condition that you give me two hundred *zuz*,” and she gave it to him, whether he accepted the money willingly or she had to force him to take the money, it would be regarded as a “giving.” For since Hillel decreed in this instance that the money given by force when it was not in the buyer’s presence is regarded as “giving,” but where it was made to him in his presence, it would be regarded as a “giving” whether he was willing to receive it or not.

Rav Pappa, or some say, Rav Simi bar Ashi asked: But perhaps even if it was made to him in his presence, it would be considered a “giving” only if he accepted the money willingly, but if it was given against his will, it would not be regarded as a “giving,” and Hillel enacted his regulation only where it was necessary (*when the money was given when the buyer was not present*). (74b – 75a)

Rulings

Rabbah bar bar Chanah said in the name of Rabbi Yochanan that whenever Rabban Shimon ben Gamliel is mentioned in the *Mishna*, the *halachah* always

follows him, besides in three cases, one regarding a guarantor, Tzidon (*our Mishna*) and one regarding a last proof (*brought by a litigant after Beis Din's deadline*). (75a)

On Condition that She Returns the Get

The *Gemora* cites a *braisa*: If a man says to his wife, "Here is your *get*, but the paper belongs to me, she is not divorced (*for he did not give her anything*). If, however, he said, "Here is your *get* on condition that you return the paper to me," she is divorced (*provided that she returns him the paper*).

The *Gemora* asks: What is the difference between the two cases? [*The Gemora assumes that we are following the opinion of the Rabbis, who hold that the get can only be effective upon the fulfillment of the condition, and therefore, the Gemora asks: How can she become divorced after the get is returned to her husband?*]

Rav Chisda answers: The *braisa* is following Rabban Shimon ben Gamliel's opinion, who ruled in our *Mishna* that she could give him the monetary value of the cloak (*when her husband made the effectiveness of the get contingent upon her returning his cloak, and she lost it*). So too, here, she may give the husband the value of the paper (*she is not required to return the get itself*).

Abaye asked on Rav Chisda's explanation: I can say that Rabban Shimon ben Gamliel only ruled this way when the object is no longer here (*like by the case of the lost cloak*); however, would he hold the same way in a case where the object is here?

Rather, Abaye explains that the *braisa* is following Rabbi Meir's opinion, who holds that a condition must be doubled (*i.e. "if the condition will be fulfilled, this will result, and if it will be violated, this will result"*) in order

for it to be binding (*derived from the condition mentioned in the Torah concerning the Tribes of Reuven and Gad before they entered Eretz Yisroel; Moshe specifically spoke out both sides of the condition*). [*And since, in this case, the husband did not add that if she does not return the get, it will not be effective, the condition is nullified, and the divorce is valid, even if she does not return the get.*]

Rava asked on Abaye's explanation: Do you mean to say that if the husband would have doubled his condition, the *get* would have been valid? How can this be, seeing that all conditions are derived from the condition mentioned in the Torah regarding the Tribes of Reuven and Gad, let us derive another rule from there!? Just as there, the condition was mentioned before the act conditional on it (*if they cross the Jordan River and fight together with the rest of Klal Yisroel, they will be given the land on the eastern bank of the Jordan River*), so too, in all cases, the condition should be mentioned before the act, and that excludes the present case where the act is mentioned before the condition (*since the husband said, "Here is your get on condition that you return the paper to me"*)!?

Rather, Rava explains that the *braisa* rules that the *get* is valid because the act was mentioned before the condition.

Rav Adda bar Ahavah asks on Rava's explanation: Do you mean to say that if the husband would have mentioned his condition before the act conditional on it, the *get* would have been valid? How can this be, seeing that all conditions are derived from the condition mentioned in the Torah regarding the Tribes of Reuven and Gad, let us derive another rule from there!? Just as there, the condition relates to one thing (*crossing the Jordan River and fighting together with*

the rest of Klal Yisroel) and the act to another (receiving the land on the eastern bank of the Jordan river), so too, it should be in all cases, and that excludes the present case where both the condition and the act relate to the same thing (the get)!!?

Rather, Rav Adda bar Ahavah explains that the *braisa* rules that the *get* is valid because the condition and the act relate to the same thing.

Rav Ashi answers: The *braisa* is following Rebbe's opinion, for Rav Huna said in the name of Rebbe that when one uses the expression "on condition," it is equivalent to saying "from now" (and therefore the divorce is effective as soon as she receives the get, providing that she returns it to him later). (75a - 75b)

Provision for a Deathly-ill Man

Shmuel ruled that a *get* given by a deathly-ill man should contain the following stipulation: "If I do not die, this should not be a *get*, but if I die, it will be a *get*."

The *Gemora* asks: Why not rather say, "If I die, it will be a *get*, but if I do not die, it should not be a *Get*"?

The *Gemora* answers: A man does not want to begin with a mention of evil for himself.

The *Gemora* asks: But why should he not say, "This will not be a *get* if I do not die"?

The *Gemora* answers: The condition must be mentioned before the act.

Rava asked: Let us see; where do we derive the rule for conditions? It is from the condition mentioned in the Torah regarding the Tribes of Reuven and Gad.

Therefore, just as there, the positive feature (they will receive the land if they fulfill the condition) comes before the negative (if they do not fight together with the rest of Klal Yisroel, they will not receive that land), so too, it should be in all cases, which would exclude this one where the negative ("If I do not die, this should not be a *get*") comes before the affirmative ("if I die, it will be a *get*")!?

Rather, Rava says that the stipulation should be as follows: "If I do not die, it will not be a *get*; if I die, it will be a *get*; if I do not die, it will not be a *get*."

The *Gemora* explains: "If I do not die, it will not be a *get*" is written first so as to avoid his beginning with a mention of evil for himself. "If I die, it will be a *get*" comes before "if I do not die, it will not be a *get*" in order that the positive feature may precede the negative. (75b)

Mishna

If a man told his wife, "Here is your *get*, on the condition that you serve my father," or "on condition that you nurse my son," how long must she nurse him? Two years. Rabbi Yehudah says: Eighteen months. If the son dies or the father dies, it is a valid *get*.

If the man said, "This is your *get*, on the condition that you serve my father for two years," or "on condition that you nurse my son for two years," if the son dies, or if the father dies, or if the father says, "I do not want you to serve me," without anger (caused by the woman), it is not a *get*. Rabban Shimon ben Gamliel says: In cases such as this, it is a *get*. Rabban Shimon ben Gamliel stated a general rule: If the hindrance is not caused by her, then it is a *get*. (75b)

Time to Nurse

The *Gemora* asks: Do we require the wife to nurse for so long a period as two years? The following *braisa* seems to contradict this: If she served the father for one day, or nursed the child for one day, the *get* is valid!?

Rav Chisda answered: There is no contradiction, for the *braisa* is following the view of the Rabbis (*who said that she must give the cloak itself, which shows that the condition is to be taken literally, and therefore, one day is sufficient*), and the *Mishna* is following that of Rabban Shimon ben Gamliel (*he said above that if the cloak is lost, she can give the money value, which shows that in his opinion, the husband's intention in making a condition is for profit, and therefore she is required to nurse the child for as long as necessary, which may be as much as two years*).

The *Gemora* asks: But since the later clause in our *Mishna* states the view of Rabban Shimon ben Gamliel, does it not follow that the earlier clause states a view which is not that of Rabban Shimon ben Gamliel?

The *Gemora* answers: We must say therefore that the *braisa* is in accordance with Rabban Shimon ben Gamliel, who rules leniently concerning the fulfillment of conditions, while the *Mishna* follows the view of the Rabbis.

Rava answers: There is no contradiction, for the *Mishna* is referring to a case where he did not mention any time limit, whereas the *braisa* is dealing with a case where he stated a definite time limit (*one day*).

Rav Ashi remarked: Wherever no time limit is mentioned, it is the same requirement as if he mentioned a limit of one day.

The *Gemora* asks on Rav Ashi from our *Mishna*: How long must she nurse him? Two years. Rabbi Yehudah says: Eighteen months.

Now, according to Rava, this is understandable (*for the Mishna could be referring to a case where a time limit was not specified*). However, according to Rav Ashi, one day of nursing should be enough!?

The *Gemora* answers: Rav Ashi would explain the *Mishna* to mean that she must nurse the child one day out of the first two years or eighteen months after the baby is born (*she cannot wait longer than that*).

The *Gemora* asks on Rav Ashi from the end of the *Mishna*: If the man said, "This is your *get*, on the condition that you serve my father for two years," or "on condition that you nurse my son for two years," if the son dies, or if the father dies, or if the father says, "I do not want you to serve me," without anger (*caused by the woman*), it is not a *get*.

Now, according to Rava, this part of the *Mishna* can be referring to a case where he specified an amount of time (*two years; and that is why it is not a get if the child died within that time*). However, what is the explanation according to Rav Ashi?

The *Gemora* remains with a difficulty. (75b – 76a)



DAILY MASHAL

Mentioning Evil first

Rava stated: Let us see; where do we derive the rule for conditions? It is from the condition mentioned in the Torah regarding the Tribes of Reuven and Gad. Therefore, just as there, the positive feature (*they will receive the land if they fulfill the condition*) comes before the negative (*if they do not fight together with the rest of Klal Yisroel, they will not receive that land*), so too, it should be in all cases.

It is written [Bamidbar 16:29 - 30]: *If these men die as all men die and the fate of all men will be visited upon them, then Hashem has not sent me. But if Hashem creates a creation, and the earth opens its mouth and swallows them and all that is theirs, and they descend alive into the grave, you will know that these men have provoked Hashem.*

The Haflaah in Panim Yafos asks: Shouldn't Moshe have stated the positive feature before the negative?

He answers: Our *Gemora* states that a man does not want to begin with a mention of evil for himself, and therefore he will say, "If I do not die" before stating, "If I will die." So too, Moshe did not want to begin with mentioning evil even for these wicked people, and therefore, he worded the stipulation in a manner that the mention of this horrific type of death should be delayed for as long as possible.

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF

to refresh your memory

Q: If a man says to his wife, "This is your *get* on the condition that you will give me two hundred *zuz*," and

the *get* was torn or lost before she gave the money, what is the *halachah*? And why?

A: It is a *machlokes Amoraim*; Rav Huna holds that she is divorced because the *get* is effective retroactively. Rav Yehudah holds that she is not divorced because the *get* is only effective when she gives the money.

Q: When does the *kiddushin* become effective when a man says, "You are betrothed to me on the condition that I will give you two hundred *zuz*"?

A: Rav Huna holds that it is effective retroactively, and Rav Yehudah holds that it takes effect after she receives the money.

Q: If someone made a condition with his wife that she would only be divorced if she gave him his cloak, and she lost his cloak, what is the *halachah*?

A: Rabban Shimon ben Gamliel holds that she could give him the monetary value of the cloak; the *Chachamim* argue.