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Kesuvos Daf 19

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Daf Notes is currently being dedicated to the neshamot of

**Moshe Raphael ben Yehoshua (Morris Stadtmauer) o”h**

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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

The Gemora cites a braisa: *[If witnesses say, “These are our signatures, but we were coerced,” “we were minors,” “we were disqualified for testimony,”] they are not believed to invalidate the document; these are the words of Rabbi Meir. The Chachamim, however, say: They are believed.*

The Gemora explains: The Chachamim follow their reasoning, as follows: *(Since we need their testimony that these are their signatures to validate the document, they are also believed regarding the continuation of their testimony, that they were coerced, or they were minors, or they were disqualified for testimony)* for “the mouth that forbade is the mouth that permitted”. But, the Gemora asks, what is Rabbi Meir’s reason? Now, it is understandable in the case where they said, “We were disqualified for testimony,” for since the lender himself (presumably) examined well the witnesses beforehand and then allowed them to sign. [They must therefore have been fit witnesses at the time, for the lender would not throw his money away by using unfit witnesses, and they are not believed now to say that they were unfit.] With regard to the case where they said, “We were minors,” it can be explained according to Rabbi Shimon ben Lakish, for Rish Lakish said: It is a presumption that the witnesses do not sign a document unless everything was made in adulthood (and they cannot testify against that). But what is the reason with regard to the case where they said, “We were coerced”?

Rav Chisda said: Rabbi Meir holds that if one said to witnesses, “Sign falsely and you will not be killed,” they

should rather be killed and not sign falsely (and therefore they will not be believed that they signed falsely – even if they were coerced).

Rava said to him: Now, if they would come to us to ask our advice, we would (certainly) say to them, “Go and sign and do not be killed,” for a master said: There is nothing that stands in the way of mortal danger except idolatry, illicit relations and murder. So now that they have signed, can we say to them, “Why have you signed?”

Rather, the reason of Rabbi Meir is in accordance with that which Rav Huna said in the name of Rav, for Rav Huna said in the name of Rav: When he admits that the document was (*validly*) written, it need not be confirmed (*and even if the borrower claims that it was paid, he would not be believed*). (18b4 – 19a1)

The Gemora had stated: Rav Huna said in the name of Rav: If the debtor admits that he has written the document, there is no need to confirm the signatures (*by the witnesses; and the debtor cannot claim that he has discharged the debt as long as the creditor holds the document*).

Rav Nachman asked him: Why do you act deceitfully? If you hold with Rabbi Meir, say that the *halachah* is in accordance with Rabbi Meir (*instead of making it an independent statement, thus conveying the impression that it is a ruling on which there is no disagreement among the Tannaim*)?

Rav Huna retorted to Rav Nachman: And how do you hold?

Rav Nachman replied: When they come before us in *Beis Din*, we say to them: Go and confirm your documents and then, we can judge (*like the Chachamim who hold that the document must be validated; otherwise, the debtor may claim that he repaid the debt even if he admitted that the document was indeed authentic*). (19a1 – 19a2)

Rav Yehudah said in the name of Rav: If one said: This is a deed of trust (*a bill of indebtedness signed on trust, in expectation that the loan, which is stated in the bill as having been advanced, will be advanced at some future date; the debtor trusts the creditor*), he is not believed.

The *Gemora* asks: Who said that it was a deed of trust? If the debtor said it, it is obvious; why would even think that he should be believed? If the creditor said it, may a blessing come upon him! (*Why should he not be believed; he is saying that he didn't lend the money?*) Rather, it must be that the witnesses said it. Then, if their handwriting can be confirmed from another place, it is obvious that they are not believed, and if their handwriting is not confirmed from another place, why should they not be believed (*it is their testimony upon which the validity of the document depends*)?

Rava answers: Indeed, the debtor said it, and it is in accordance with Rav Huna, for Rav Huna said in the name of Rav: If the borrower admits that he has written the document, there is no need to confirm it (*and the debtor cannot now invalidate the document by saying that it is a deed of trust even in the absence of attesting witnesses*).

Abaye answers: Indeed, the creditor said it, and it is a case where his statement is detrimental to others (*if the creditor is believed that the document is a deed of trust, he will cause harm to others, who are his creditors, if he has no other assets; therefore, he is not believed*). And

this is in accordance with Rabbi Nassan, for it has been taught in the following *braisa*: Rabbi Nassan said: How do we know that if one has a claim of a *maneh* against his fellow and that fellow against another fellow, we will take out a *maneh* from this one (*the debtor's debtor*) and give it to that one (*the original creditor*)? It is written: *And he shall give it to the one to whom he is guilty*.

Rav Ashi answers: Indeed, the witnesses said it, and it is in a case where their handwriting was not confirmed from another place; and as to your question: Why should they not be believed? The answer is as stated by Rav Kahana, for Rav Kahana said: It is forbidden for a man to keep a deed of trust in his house, because it is said: *Let not injustice dwell in your tents*.

And Rav Sheishes, the son of Rabbi Idi said: We can infer from the words of Rav Kahana that if witnesses said, "Our words were regarding a matter of trust," they are not believed. This is the reason: Since it is regarded as an injustice, we assume that they will not sign on something that is an injustice. (19a2 – 19b1)

Rabbi Yehoshua ben Levi said: It is forbidden for a man to keep a paid-up bill of indebtedness in his house, because it is said: *Let not injustice dwell in your tents*.

In the West (Eretz Yisroel), they said in the name of Rav: [It is written]: *If there is perversion in your hand, put it far away*. This is a document written on trust (*a shtar amanah, a trust document - a loan document, but the actual loan did not occur yet*) and a document written on persuasion (*a shtar passim - a sham promissory note, in order to appear wealthy*), and it is written: *Let not injustice dwell in your tents*. This is referring to a paid-up document.

The *Gemora* notes: He who says that it (the verse which forbids keeping certain documents) applies to a paid-up document, how much more does it apply to a document



written on trust (where there is no justification for holding such a document). And he, who says that it applies to a document written on trust, would hold that it does not apply to a paid-up document, because sometimes he (the lender) keeps it (as collateral) on account of the scribe's fees (which he laid out, and the borrower, whose obligation it is to pay this fee, needs to reimburse him). (19b2)

It has been stated: Concerning a book of Scripture that has not corrected (*from mistakes in the manuscript*), Rabbi Ami said: Until thirty days one is allowed to keep it, from then and further on, it is forbidden to keep it, because it is said: *Let not injustice dwell in your tents*. (19b2)

Rav Nachman said: If witnesses said, "Our words were regarding a matter of trust," they are not believed. If they said, "Our words were attended by declaration (*of protest; the witnesses say that the seller protested that he was forced to sell and did not recognize the sale, and that they signed the deed in cognizance of the protest*), they are also not believed.

Mar, the son of Rav Ashi said: If witnesses said, "Our words were regarding a matter of trust," they are not believed. If, however, they said, "Our words were attended by declaration," they are believed. What is the reason for this? It is for the following reason: This one (*the document that has the declaration of protest*) was allowed to be written, whereas that one (*the deed of trust*) was not allowed to be written. (19b1 – 19b2)

Raba inquired of Rav Nachman: What is the halachah if witnesses say, "(We signed), but our words were subject to a condition (and we have no knowledge if the buyer fulfilled the stipulation)"? [The seller claims that the condition was not fulfilled, and since the sale hinged on this stipulation, the sale is null and void; the buyer cannot prove otherwise.] Are they not believed in the case of

'declaration' and 'trust' because they invalidate the document (with their testimony), and in this case of 'condition,' they also invalidate the document? Or is perhaps 'condition' a different matter (and not viewed as an invalidation of the document)?

He said to him: When they come before us in court, we (believe the witnesses and) say to them: Go and fulfill your conditions and then come to court (if the seller still refuses to release the property to you). (19b2 – 19b3)

If one witness says that there was a condition, and one witness says that there was no condition, Rav Pappa said: They both are testifying to a valid document, and only one of them is saying that there was a condition, so the words of one witness have no value in the place where there are two witnesses.

Rav Huna the son of Rabbi Yehoshua asked: If so, even if they both say that there was a condition, their words should also have no value (for they cannot retract from their earlier testimony that the document is valid)? Rather, we say that they come (when they say that there was a stipulation) to retract their testimony (and to qualify their certification of the document; this, we do allow, and we accept it); and this one (witness) as well comes to retract his testimony (and it is accepted).

The Gemora rules: And the halachah is according to Rav Huna the son of Rabbi Yehoshua. (19b3 – 19b4)

## INSIGHTS TO THE DAF

### BLACKMAILING FATHER TESTIFIES THAT HE MARRIED OFF HIS MINOR DAUGHTER

The *Gemora* (Kesuvos 18b) states: If two witnesses said that they were coerced to testify falsely on account of a threat to their finances, they are not believed.

The *Gemora* asks: What is the reason for this?

The *Gemora* answers: It is because that a person is not believed to establish himself as an evil person. (*Rashi explains that every witness is assumed to be reliable; by issuing a self-incriminating statement, he will be disqualifying himself from further testimony. Just as a person cannot testify regarding his relative, he may not testify about himself because he is related to himself.*)

The following question was raised to the *poskim* years ago: A man testified in *Beis Din* that he married off his minor daughter, but he refused to state the identity of this man. His intention was to put pressure on his wife for her to accept a divorce without receiving any alimony payments and to have equal visitation rights for the children. Do we accept his testimony and consider the girl as a married woman?

Rav Eliyahu Pesach Ramnik, Rosh Yeshiva of Ohavei torah in Far Rockaway applied the principle of 'a person is not believed to establish himself as an evil person' as the basis for his ruling. He explained: The father, who is testifying that he married off his minor daughter is establishing himself as a wicked person for several different reasons. Firstly, if in truth, he has married her off in order to extort money from his wife, using a mechanism of the Torah in this manner causes a tremendous desecration of Hashem's name, and if the wife does not concede to his

demands, the child will remain an *agunah* her entire life. This will result in an even bigger chilul Hashem. Secondly, he is transgressing the prohibition of paining another fellow Jew. The pain and the embarrassment that he is causing his wife and daughter to endure is indescribable. Thirdly, the *Gemora* in Sanhedrin (76a) states that one who marries his daughter to an elderly man transgresses a Biblical prohibition of causing his daughter to sin, since she will not be satisfied in that marriage; certainly in this case, the father will be violating this prohibition, for the daughter does not even know the identity of her true husband. Based on these above reasons, it emerges that by accepting the father's testimony, he would be rendered a *rasha*, and therefore, his testimony should not be accepted and his daughter would not be regarded as a married woman.

Rav Yitzchak Zilberstein, in his sefer *Chashukei Chemed* questions the above conclusion. He cites several Acharonim who rule that when a man has already been established as a *rasha* regarding other matters, his testimony can still be valid (*provided that he is not disqualified from offering testimony*) even though it also renders him a *rasha*. The Chacham Tzvi (responsa 3) rules that if someone has violated a light transgression in our presence, he would still be believed that he has violated an even stricter prohibition. This is because his testimony is not rendering him a *rasha*, he already has established himself a *rasha*. It is for this reason that we will be compelled to accept the father's testimony that he married off his daughter, for this man has already been established as a *rasha*. He is desecrating the name of Hashem by using the Torah's mechanisms for evil purposes and by causing pain and grief to his wife and to his daughter.

## DAILY MASHAL

### *Correcting our Book*

Concerning a book of Scripture that has not corrected (*from mistakes in the manuscript*), Rabbi Ami said: Until thirty days one is allowed to keep it, from then and further on, it is forbidden to keep it, because it is said: *Let not injustice dwell in your tents*. There is a danger that a person may pick up the book and learn something incorrect. Similarly, the Mishna in Bava Metzia teaches us that if you find a scroll, you must make sure to read it at least once in thirty days, so that it doesn't deteriorate.

The Tiferes Shlomo from Radomsk says that these *halachos* relate to all of us. In Bereishis, the Torah says: *This is the book of the chronicles of man on the day Hashem made man, in the image of Hashem He made him*. We are all writing the book of our lives. Even more than that, we must check a book for errors; we must make sure the book of our lives is in proper order. If a person engages in introspection and *teshuvah*, he will receive the *siyata dshmaya* to avert evil decrees.

Rav Brizel cites a Zohar which states that every new day is like a blank sheet of parchment and whatever we do is inscribed on it. When small segments of time end, we are given the chance to rewrite our transcript before it becomes permanent. Each night, every Erev Shabbos and Erev Rosh Chodesh, are periods of soul searching. We are given the opportunity to deal with small chapters at a time rather than a large book at the end.

The Meshech Chochmah in Netzavim writes that by nature we are born holy with straight *middos*. As we grow, negative habits set in. Ben Azzai said, "*Zeh sefer toldos*

*adam.*" Intrinsicly everyone is connected to their sacred point of origin. With this realization, we have to introspect, pinpoint the places where we've gone off course, and get back on track.