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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

***Beware of Forgeries***

Abaye says: Someone who wants his signature to be known in *Beis Din* should not sign his name at the bottom of a paper (in order to give it to the *Beis Din*, so his signature can be confirmed). This is in case the paper gets lost, and a person will write on top of the paper that the person owes him money. This is based upon the *Mishna* which states: If someone produced another person’s handwriting agreeing that he owes money to him, the lender can collect from properties without a lien.

There was a tax collector that came before Abaye. The tax collector asked Abaye to give him his signature, in order that when the *Chachamim* come to the tax collector and show him a letter signed by Abaye that they are indeed Rabbis, he will ascertain that they do not pay taxes. Abaye started to sign at the top of a page. However, the tax collector started pulling the top of the page in order that Abaye should sign at the bottom. Abaye said to him: The *Chachamim* preempted people like you (and said that one should not sign at the bottom of the page, as stated above).

Abaye says: One should not write the numbers three until ten at the end of a line, lest a person forge the word by adding letters. [Three in Aramaic is “*tlas*” while thirty is “*tilsin*.” This means an unscrupulous person can just add a yud and nun to make the person owe him thirty instead of three.] If it happens that this number comes out at the end of a line, one should record the number again two or three

times until it also appears in the middle of the document (where the additional letters would be apparent).

A person once wrote that he is selling someone “*tilsa b’pardeisa*” -- “(a share of) one third in his orchard.” The buyer erased the two protruding parts of the letter “*beis*” and turned it into a “*vav*,” so that it read “one third (of his garden) and his (entire) orchard.” He came before Abaye. Abaye said: Why is there so much room for this “*vav*”? [He noticed the space between the “*vav*” and the rest of the word *pardeisa*.] Abaye pressured him, and he admitted (that he forged the document).

There was a person who wrote that he is buying, “the portion of Reuven and Shimon who are brothers.” These brothers had another brother named Achi (which also means brother). The buyer added a “*vav*” before “*achi*” -- “brothers” so that it read “and Achi” (implying he had also bought the portion of Achi). He came before Abaye. Abaye said: Why is this “*vav*” so pressed for space? [He noticed the lack of space between the “*vav*” and the rest of the word “*achi*.”] Abaye pressured him, and he admitted (that he forged the document).

There was a document that Rava and Rav Acha bar Ada had signed. When the document was shown to Rava he said, “This is my signature, but I never signed together with Rav Acha bar Ada!” Rava pressured him, and he admitted (that he forged the signatures).

Rava asked the man: “I now understand that you forged my signature. However, how did you manage to forge the



signature of Rav Acha bar Yaakov, whose hand shakes when he writes?”

The man answered: I put my hand (*while I was signing*) on the rope going across the bridge (*that people hold onto when they cross, which always shakes*). Some say: He stood on the pail used to draw water from the well (*as it is attached to a rope and suspended from the air, it made his whole body shake while he was signing*). (167a)

### **Mishna**

One can write a *get* for a man even though his wife is not with him. One can also write a receipt for a woman (*that she received her kesuvah*), even though her husband is not with her. This is on condition that the scribe recognizes the people involved (*see the Gemora later*). The husband pays for these documents.

One can write a loan document for a borrower even if the lender is not present. One cannot write this for a lender unless the borrower is present. The borrower must pay for the document.

One can write a sale document for a seller even if the buyer is not present. One cannot write this for a buyer unless the seller is present. The buyer must pay for the document.

One does not write documents of engagement or marriage unless both parties are present. The groom pays for the documents.

One does not write documents of sharecropping and working a field for a set amount of produce unless both parties are present. The worker pays for the documents.

Documents of "*boririn*" (*see Gemora later*) and other documents written by *Beis Din* are only written when both parties know about them. Both parties pay for the documents in their case. Rabban Shimon ben Gamliel says:

For two people involved in a case, we write two documents. Each receives his own copy. (167a – 167b)

### **Recognize them**

The *Gemora* asks: What does the *Mishna* mean when it says, "he must recognize them"?

Rav Yehudah says in the name of Rav: He must recognize the name of the man in the *get* and the name of the woman in the receipt. [*The Rashbam says that the scribe and witnesses must know for a fact that the name given by the man or woman is in fact their correct name.*]

Rav Safra, Rav Acha bar Huna, and Rav Huna bar Chinina were sitting together, and Abaye was sitting near them. They asked Abaye: Do they only have to know the name of the man in the *get*, but not the name of the woman? Do they only have to know the name of the woman who is requesting the receipt, but not the name of the man? We should suspect that he will have the *get* written and give it to someone else's wife, and that the woman will have the receipt written and give it to someone else's husband!?

Abaye answered: Rav meant that they must recognize the name of the man and the woman in both cases.

They (*people named above*) asked: Why don't we suspect that there are two people with this man's name, and he is going to give the *get* to the other person's wife?

Rav Acha bar Huna said: Rav said that if there are two people with the same name in a city, we only divorce their wives in front of each other.

They asked: Why don't we suspect that a person went to another city, became known as Yosef ben Shimon, and then had a *get* written for his name and Yosef ben Shimon's wife? [*He is now going to give the get to the real Yosef ben Shimon's wife.*]



Rav Huna bar Chinina said: Rav said that whoever is known for thirty days in a city by a certain name is not suspected of falsifying his name.

The *Gemora* asks: What if he indeed is not known?

Abaye says: It is good enough if people call his name and he answers them (*showing that he always responds to that name*).

Rav Zevid says: A tricky person will be careful regarding his trickery (*therefore this is not a valid test*).

There was a receipt for a *kesuvah* that Rav Yirmiyah bar Abba had signed. A woman came before him and said: It was not me (*who had received her kesuvah*). He answered: I also thought that it was not you (*because your voice was different*), but the other witnesses have said that it indeed was you. You merely got older and therefore your voice has changed.

Abaye said: Although the Rabbis said that once a person testifies he cannot retract (*and therefore, perhaps Rav Yirmiyah bar Abba cannot change that which he initially said*), since he is a Torah scholar, it is not common for him to recognize the woman (*and he is believed to say that it is indeed this woman, whose voice has changed*). (167b – 168a)

## INSIGHTS TO THE DAF

### *The Collection of Legal Costs*

In civil courts the losing party is charged for legal expenses, generally including the court costs and the winning party's lawyer's fees, etc. How does the Torah view such costs and how does a *Beis Din* act according to *halachah*?

Our *sugya* explains that the secretaries of a *Beis Din* would

record the litigants' claims, as Rashbam comments, "so that they would not change their claims" (s.v. *Shitrei ta'anta*) and our *Mishna* rules that the expenses involved in writing the records must be shared equally by both litigants. The Ribash deducts from there (*Responsa*, 222) that the general costs of a *Beis Din* should also be equally shared by the litigants rather than be borne exclusively by the losing party. Both the claimant and defendant need the services of the *Beis Din* and should divide the expenses entailed by their case.

**An uncooperative defendant pays the extra costs he causes:** Still, the Ribash emphasizes that if the defendant is uncooperative and causes the claimant to suffer needless expenses, such as the issuance of a "notice of refusal" (*kesav seiruv*), he is regarded as guilty of causing damage by negligence and must defray such expenses. Moreover, if the *Beis Din* discovers that a claim is baseless and only intended to hassle the defendant, the latter is exempt from all court costs and they are then borne exclusively by the claimant (*Yeshuos Yisrael* by the Gaon of Kutna, C.M. 14, in *Ein Mishpat*, s.k.14). Nonetheless, we have yet to clarify if in such cases a defendant may also demand the claimant to defray his own costs, such as payment to a rabbinical court advocate (*to'en rabani*) or the like. *Halachic* authorities indicate that the claimant should not be so charged as such expenses are not unavoidable and a defendant may represent himself. Hiring a *to'en rabani* is optional and the costs involved are not considered damage caused by the claimant.

A practical implication of the above discussion is that if a *Beis Din* allows a person to present a claim at a civil court and he wins his case, resulting in the defendant's obligation to pay for the claimant's lawyer, then the claimant must return to *Beis Din* to ask whether he may collect that sum from the defendant.

### *The Forgers' Scheme*

A person who wants to show a specimen of his signature to

a *Beis Din* should not sign at the bottom of a blank page. A few years ago the Torah community in Yerushalayim was outraged when a claim was presented to a *Beis Din* against a respected Torah scholar. The claimant produced a promissory note for a huge amount signed by the supposed debtor and the latter certified his signature but denied borrowing the money. The *dayanim* appointed a special investigative team who revealed that the claimant belonged to a group of swindlers who had managed to misuse the defendant's signature. They had discovered that he was accustomed to sign his name in the middle of the front page of every book in his large library and all they had to do was just borrow one of his books, remove the blank page and compose a promissory note above the signature.

Indeed, in our *sugya* Abaye recommends that anyone required to demonstrate his signature should do so at the top of a page to prevent anyone from adding a fraudulent text above it. Commenting on our *sugya*, the Ritva clarifies that Abaye's warning stems from an understanding of people and foreseeing their spontaneous reaction at unexpected times. Abaye's suspicion, after all, is actually unfounded as a person may claim he has paid a debt, even if a signed promissory note is produced against him, and he is believed unless the note is signed by witnesses. The Ritva explains, though, that Abaye foresaw a typical person's behavior: By the nature of things, when someone is faced with a false document, his spontaneous reaction is to deny there having been any loan and subsequently he is not believed to assert that he paid the debt. The best thing to do, then, is to prevent any untoward use of one's signature (Bava Basra 6a, Kesubos 88a, and see *Shulchan Aruch*, C.M. 69:2, and the *Shach*, *ibid*, S.K. 10).

**A claim based on a promissory note with no indicated amount:** HaGaon Rav Mordechai Yafeh, author of the *Levushim*, cites an unusual event in his *Levush Ir Shushan* (section 48). About 420 years ago a person claimed to a *Beis Din* that another owed him a certain sum and, as proof, presented a blank promissory note signed by the supposed

debtor, with no indicated amount. "The debtor," he asserted, "gave me this note because he trusted me to fill in the amount he owes me." The claimant added that were he a liar, he could have written in any sum he wanted and therefore the *Beis Din* should believe his demand. Still, the "Levush" immediately rejected the claim as "even a fool" would never give another a signed blank promissory note and we must assume that the defendant had lost the note, which was later found by the claimant. Concluding with a sharp warning, he declares that anyone giving another such a blank note is "merely a witless person willing to believe anyone, or insane and defined as a *shotah*, whose actions have no validity."

**Claiming money with a blank check:** Nonetheless, the situation is different today and the above topic is relevant as people do give others signed checks with no specified amount, such as when paying a sum to be determined according to the future rate of exchange of some foreign currency. The practice is most common when borrowing from a free loan fund if the loan is repaid in installments and linked to a foreign currency. Moreover, most Gemachim lending medical apparatus or other equipment require a blank signed check. Indeed, what is the *halachic* validity of a monetary claim based on a signed check lacking any indicated amount?

*Halachic* authorities assert that if people are accustomed to give others such "open" checks, the holder of the check is believed to demand any amount. This regulation is also supported by Paragraph 19a of the national ordinance for promissory notes, which states that if a note lacks an essential detail, the holder may fill in the detail as he wishes. It follows, then, that the holder is believed to present a claim against the signer of a check missing a specified amount (see *Mishpatecha LeYa'akov*, I, 22:6).

**Who should Pay  
for a Clock for the Teacher?**

Our *Mishna* states the regulation that the person benefiting from a document must defray the costs of its being written. A borrower pays the expenses of drawing up a promissory note as he benefits from the loan and a purchaser defrays the costs of a bill of sale or deed, which is delivered to him as proof of his purchase and protects his rights. The author of *Meshech Chochmah* (at the end of Parashas Behar) supports this *halachah* with a passage from Yirmiyahu (32:10), recounting that the prophet bought a field from his cousin Chanamel ben Shalum, attesting "And I wrote the document and signed" even though the seller is generally assumed to write the bill of sale. The verse indicates, then, that Yirmiyahu paid the scribe, as stated in our *Mishna*.

**An obligation to contribute to charity used as bail:** The scope of the above *halachah* is seen from a question asked of the Rosh by his son Rabbi Yechiel. A certain *Beis Din* suspected that Shimon would not appear for a *Din Torah* scheduled for a particular time and commanded him to submit a guarantee. Shimon's friend then signed a document before the *Beis Din* that if Shimon failed to appear as demanded, he would donate 1,000 coins to charity. The question arose, though, as to who should pay the costs of writing the document: Shimon, his litigant, or the guarantor. At first, the Rosh ruled that Shimon's litigant must pay as the guarantee is to his benefit. He later discovered, though, that there was no other litigant but that "Shimon had sinned and the community wanted to imprison him till his punishment will be decided." The Rosh then changed his decision and ruled that Shimon, as the one benefiting from the guarantee, must pay the price of the writing (Responso of the Rosh, Kelal 13:2-3).

About 500 years ago an argument arose between a teacher and a certain pupil's parent. The teacher was hired to instruct the child for a few hours each day and needed a clock in the room to know when the session ended (*pocket*

*watches had not yet been invented*). The father claimed that the teacher must pay for the clock but the teacher insisted that the father bear the expense. Rabbi Yisrael Isserlin, author of *Terumas HaDeshen*, ruled that the father should buy the clock, but his student, Rabbi Yisrael bar Rav Chayim of Bruna, questioned the decision: Apparently, just as one who hires a tailor to sew a garment need not buy him a needle, and just as one who hires a scribe need not provide him with a pen as all artisans are hired with their tools, the teacher should pay for the clock required for his work.

**DAILY MASHAL**

**The difference between teachers and tailors:** Rav Yisrael of Bruna clarified his mentor's ruling by explaining the difference between a teacher's clock and a tailor's needle. A tailor without a needle is no tailor and a penless scribe is no scribe, as they cannot practice their trades without such tools. A teacher needs no clock for his work, as he only requires the ability to speak and explain. A clock is merely meant to tell him when to finish his task. We cannot force him to pay for it as he can claim that he can estimate the elapse of time without it. If the father refuses to believe him, says Rav Yisrael of Bruna, "Buy a clock and I'll teach by it."