Mishnayot Gittin: 1: 5-6 - 3:4-5

LB By Leora Balinsky

ב_____ בשבת, ב_____ ימים לירח _____,
שנת_____
לבריאת עולם למנין שאנו מנין כאן ב_____ מתא דיתבא על
נהר _____
ועל מי מעינות, אנא _____ בן _____, העומד היום
ב_____ מתא,
דיתבא על נהר _____ ועל מי מעינות, צביתי ברעות נפשי
בדלא אניסנא, ושבקית ופטרית ותרוכית יתיכי ליכי אנת אנתתי
_____ בת _____ העומדת היום ב_____ מתא,
דיתבא
על נהר _____ועל מי מעינות, דהוית אנתתי מן קדמת דנא
וכדו פטרית ושבקית ותרוכית יתיכי ליכי דיתיהויין רשאה
ושלטאה בנפשיכי למהך להתנסבא לכל גבר דיתיצביין, ואנש
לא ימחא בידיכי מן יומא דנן ולעלם, והרי את מותרת לכל אדם,
ודן די יהוי ליכי מנאי ספר תרוכין ואגרת שבוקין וגט פטורין כדת
משה וישראל.

פלוני בן פלוני עד

פלוני בן פלוני עד

On the _____ day of the week, the _____ day of the month of _____ in the year _____ after creation of the world, according to the calendaric calculations that we count here, in the city _____, which is situated on the_____ river, and situated near springs of water, I, _____ the son of _____, who today am present in the city _____, which is situated on the_____ river, and situated near springs of water, willingly consent, being under no duress, to release, discharge, and divorce you [to be] on your own, you, my wife _____, daughter of _____, who are today in the city of _____, which is situated on the_____ river, and situated near springs of water, who has hitherto been my wife. And now I do release, discharge, and divorce you [to be] on your own, so that you are permitted and have authority over yourself to go and marry any man you desire. No person may object against you from this day onward, and you are permitted to every man. This shall be for you from me a bill of dismissal, a letter of release, and a document of absolution, in accordance with the law of Moses and Israel.

_____ the son of _____ — witness

_____ the son of _____ — witness.

משנה גיטין א׳:ה׳-ו׳

(ה) כָּל גֵּט שֶׁיֵּשׁ עָלָיו עֵד כּוּתִי, פָּסוּל, חוּץ מִגִּטֵּי נָשִׁים וְשִׁחְרוּרֵי עֲבָדִים. מַעֲשֶׂה, שֶׁהֵבִיאוּ לִפְנֵי רַבָּן גַּמְלִיאֵל לִכְפַר עוֹתְנַאי גֵּט אִשָּׁה וְהָיוּ עֵדָיו עֵדֵי כוּתִים, וְהִכְשִׁיר. כָּל הַשִּׁטָּרוֹת הָעוֹלִים בְּעַרְכָּאוֹת שֶׁל גּוֹיִם, אַף עַל פִּי שֶׁחוֹתְמֵיהֶם גּוֹיִם, כְּשֵׁרִים, חוּץ מִגִּטֵּי נָשִׁים וְשִׁחְרוּרֵי עֲבָדִים. רַבִּי שִׁמְעוֹן אוֹמֵר, אַף אֵלּוּ כְּשֵׁרִין, לֹא הֻזְכְּרוּ אֶלָּא בִּזְמַן שֶׁנַּעֲשׂוּ בְּהֶדְיוֹט:

(ו) הָאוֹמֵר, תֵּן גֵּט זֶה לְאִשְׁתִּי וּשְׁטָר שִׁחְרוּר זֶה לְעַבְדִּי, אִם רָצָה לַחֲזֹר בִּשְׁנֵיהֶן, יַחֲזֹר, דִּבְרֵי רַבִּי מֵאִיר. וַחֲכָמִים אוֹמְרִים, בְּגִטֵּי נָשִׁים, אֲבָל לֹא בְּשִׁחְרוּרֵי עֲבָדִים, לְפִי שֶׁזָּכִין לָאָדָם שֶׁלֹּא בְּפָנָיו וְאֵין חָבִין לוֹ אֶלָּא בְּפָנָיו. שֶׁאִם יִרְצֶה שֶׁלֹּא לָזוּן אֶת עַבְדּוֹ, רַשַּׁאי. וְשֶׁלֹּא לָזוּן אֶת אִשְׁתּוֹ, אֵינוֹ רַשַּׁאי. אָמַר לָהֶם, וַהֲרֵי הוּא פּוֹסֵל אֶת עַבְדּוֹ מִן הַתְּרוּמָה כְּשֵׁם שֶׁהוּא פּוֹסֵל אֶת אִשְׁתּוֹ. אָמְרוּ לוֹ, מִפְּנֵי שֶׁהוּא קִנְיָנוֹ. הָאוֹמֵר, תְּנוּ גֵּט זֶה לְאִשְׁתִּי, וּשְׁטָר שִׁחְרוּר זֶה לְעַבְדִּי, וּמֵת, לֹא יִתְּנוּ לְאַחַר מִיתָה. תְּנוּ מָנֶה לְאִישׁ פְּלוֹנִי, וּמֵת, יִתְּנוּ לְאַחַר מִיתָה:

Mishnah Gittin 1:5-6

(5) **Any document that has a Samaritan witness** signed **on it is invalid, except for bills of divorce and** bills **of manumission. An incident** occurred in **which they brought a bill of divorce before**

Rabban Gamliel in the village of Otnai, and its witnesses were Samaritan witnesses, and he deemed it valid. With regard to **all documents produced in gentile courts, even though their signatures** are those of **gentiles** they are all **valid, except for bills of divorce and** bills **of manumission. Rabbi Shimon says: Even these are valid,** as these two types of documents are **mentioned only when they are prepared by a common person,** not in court.

(6) With regard to **one who says** to another: **Give this bill of divorce to my wife, or:** Give **this bill of manumission to my slave, if** before the document reaches the woman or the slave the giver **wishes to retract** his decision, then **with regard to both of them, he can retract.** This is **the statement of Rabbi Meir. And the Rabbis say:** One can retract his decision **in** the case of **bills of divorce but not in** the case of bills **of manumission.** The Rabbis explain the reason for their ruling: This is **because one can act in a person's interest in his absence,** and therefore the agent acquires the document on behalf of the slave from the moment the owner hands the bill of manumission to the agent. **But one can act to a person's detriment only in his presence.** The receipt of a bill of divorce is considered to be to a woman's detriment, and therefore an agent cannot receive it for her without her consent. They explain further: The emancipation of a slave is in his interests, despite the fact that he receives sustenance from his master while a slave, **as, if** the master **wishes not to sustain his slave he is allowed** not to provide him with sustenance. This demonstrates that slavery is not in the interest of the slave, as he does

not receive any guaranteed benefit. **But** if a husband wishes **not to sustain his wife, he is not allowed** to proceed in this manner. Consequently, marriage is in the interests of the woman. Rabbi Meir **said to** the Rabbis: **But** even so, it is not in the interest of a slave to be emancipated, **as,** if his master is a priest, he **disqualifies his slave from** partaking of ***teruma*** by emancipating him, **just as** a husband who is a priest **disqualifies his** Israelite **wife** from partaking of *teruma* by divorcing her. The Rabbis **said to him:** It is permitted for a priest's slave to partake of *teruma* not because he has a right to sustenance, but rather **because he is his** master's **acquisition.** In the case of **one who says: Give this bill of divorce to my wife,** or: Give **this bill of manumission to my slave, and** then he **dies, one does not give it after** his **death.** The reason for this is that bills of divorce and manumission must be transferred by the husband or the master. Once he has died the document can no longer be given, and the agency he appointed for this purpose is likewise canceled. However, if he said: **Give one hundred dinars to so-and-so, and** then he **died, one does give** the recipient the money **after** his **death.**

משנה גיטין ב׳:א׳-ב׳

(א) הַמֵּבִיא גֵּט מִמְּדִינַת הַיָּם וְאָמַר, בְּפָנַי נִכְתַּב אֲבָל לֹא בְּפָנַי נֶחְתַּם, בְּפָנַי נֶחְתַּם אֲבָל לֹא בְּפָנַי נִכְתָּב, בְּפָנַי נִכְתַּב כֻּלּוֹ וּבְפָנַי נֶחְתַּם חֶצְיוֹ, בְּפָנַי נִכְתַּב חֶצְיוֹ וּבְפָנַי נֶחְתַּם כֻּלּוֹ, פָּסוּל. אֶחָד אוֹמֵר בְּפָנַי נִכְתָּב, וְאֶחָד אוֹמֵר בְּפָנַי נֶחְתַּם, פָּסוּל. שְׁנַיִם אוֹמְרִים בְּפָנֵינוּ

נִכְתָּב, וְאֶחָד אוֹמֵר בְּפָנַי נֶחְתָּם, פָּסוּל. וְרַבִּי יְהוּדָה מַכְשִׁיר. אֶחָד אוֹמֵר בְּפָנַי נִכְתָּב, וּשְׁנַיִם אוֹמְרִים בְּפָנֵינוּ נֶחְתָּם, כָּשֵׁר:

(ב) נִכְתַּב בַּיּוֹם וְנֶחְתַּם בַּיּוֹם, בַּלַּיְלָה וְנֶחְתַּם בַּלַּיְלָה, בַּלַּיְלָה וְנֶחְתַּם בַּיּוֹם, כָּשֵׁר. בַּיּוֹם וְנֶחְתַּם בַּלַּיְלָה, פָּסוּל. רַבִּי שִׁמְעוֹן מַכְשִׁיר, שֶׁהָיָה רַבִּי שִׁמְעוֹן אוֹמֵר, כָּל הַגִּטִּין שֶׁנִּכְתְּבוּ בַיּוֹם וְנֶחְתְּמוּ בַלַּיְלָה, פְּסוּלִין, חוּץ מִגִּטֵּי נָשִׁים:

Mishnah Gittin 2:1-2

(1) With regard to **one who brings a bill of divorce from a country overseas and says:** The bill of divorce **was written in my presence but it was not signed in my presence;** or if he said: **It was signed in my presence but it was not written in my presence;** or: **All of it was written in my presence and half of it was signed in my presence,** i.e., he observed the signing of only one witness; or: **Half of it was written in my presence and all of it was signed in my presence,** in all these cases the document is **invalid.** If **one** agent bringing a bill of divorce **says: It was written in my presence, and one** other agent **says: It was signed in my presence,** it is **invalid.** If **two** agents **say: It was written in our presence, and one says: It was signed in my presence,** it is **invalid. And Rabbi Yehuda deems** the document **valid.** If **one** agent **says: It was written in my presence, and two** agents **say: It was signed in our presence,** it is **valid.**

(2) If a bill of divorce **was written during the day and signed on** the same **day;** or if it was written **at night and signed on** that same **night;** or if it was written **at night and signed on** the following **day,** then it is **valid.** The new calendar day begins at night, so that in all of these cases the writing and the signing were performed on the same date. However, if it was written **during the day and signed on** that same **night,** it is **invalid,** as the writing and the signing were not on the same calendar day. **Rabbi Shimon deems** the bill of divorce **valid.** The mishna explains the ruling of Rabbi Shimon: **As Rabbi Shimon would say: All documents that were written during the day and signed at night are invalid** because the date recorded in the document is a day prior to the day the document takes effect, **except for women's bills of divorce.** Since a bill of divorce is not used to collect money, it is of no concern if the date that appears on it is before the time when it was signed.

משנה גיטין ב׳:ג׳-ד׳

(ג) בַּכֹּל כּוֹתְבִין, בִּדְיוֹ, בְּסַם, בְּסִקְרָא, וּבְקוֹמוֹס, וּבְקַנְקַנְתּוֹם, וּבְכָל דָּבָר שֶׁהוּא שֶׁל קַיָּמָא. אֵין כּוֹתְבִין לֹא בְּמַשְׁקִים, וְלֹא בִּמֵי פֵרוֹת, וְלֹא בְּכָל דָּבָר שֶׁאֵינוֹ מִתְקַיֵּם. עַל הַכֹּל כּוֹתְבִין, עַל הָעֵלָּה שֶׁל זַיִת, וְעַל הַקֶּרֶן שֶׁל פָּרָה, וְנוֹתֵן לָהּ אֶת הַפָּרָה, עַל יָד שֶׁל עֶבֶד, וְנוֹתֵן לָהּ אֶת הָעֶבֶד. רַבִּי יוֹסֵי הַגְּלִילִי אוֹמֵר, אֵין כּוֹתְבִין לֹא עַל דָּבָר שֶׁיֵּשׁ בּוֹ רוּחַ חַיִּים, וְלֹא עַל הָאֲכָלִין:

(ד) אֵין כּוֹתְבִין בִּמְחֵבָּר לַקַּרְקַע. כְּתָבוֹ בִמְחֻבָּר, תְּלָשׁוֹ וַחֲתָמוֹ וּנְתָנוֹ לָהּ, כָּשֵׁר. רַבִּי יְהוּדָה פּוֹסֵל, עַד שֶׁתְּהֵא כְתִיבָתוֹ וַחֲתִימָתוֹ בְּתָלוּשׁ. רַבִּי יְהוּדָה בֶּן בְּתֵירָא אוֹמֵר, אֵין כּוֹתְבִין לֹא עַל הַנְּיָר הַמָּחוּק וְלֹא עַל הַדִּפְתְּרָא, מִפְּנֵי שֶׁהוּא יָכוֹל לְהַזְדַּיֵּף. וַחֲכָמִים מַכְשִׁירִין:

Mishnah Gittin 2:3-4

(3) **One may write** a bill of divorce **with any** material that can be used for writing: **With *deyo*, with paint [*sam*], with *sikra*, with *komos*, with *kankantom* or with anything that** produces **permanent** writing. However, **one may not write with** other **liquids, nor with fruit juice, nor with anything** that does **not** produce **permanent** writing. Similarly, with regard to the document itself, **one may write on anything,** even **on an olive leaf, or on the horn of a cow. And** the latter is valid if **he gives her the** entire **cow.** Likewise, one may write a bill of divorce **on the hand of a slave, and** that is valid if **he gives her the slave. Rabbi Yosei HaGelili** disagrees and **says: One may not write** a bill of divorce **on any living thing, nor** may it be written **on food.**

(4) **One may not write** a bill of divorce **on** anything that is **attached to the ground.** If **one wrote it on** something that was **attached** to the ground, and afterward he **detached it, signed it, and gave it to her,** then it is **valid. Rabbi Yehuda deems** a bill of divorce **invalid unless its writing and its signing** were performed when it was already **detached. Rabbi Yehuda ben Beteira says: One may not**

write a bill of divorce **on erased paper or on unfinished leather** [***diftera***], **because** writing on these surfaces **can be forged. And the Rabbis deem valid** a bill of divorce that was written on either of these items.

משנה גיטין ג׳:א׳-ב׳

(א) כָּל גֵּט שֶׁנִּכְתַּב שֶׁלֹּא לְשׁוּם אִשָּׁה, פָּסוּל. כֵּיצַד. הָיָה עוֹבֵר בַּשּׁוּק וְשָׁמַע קוֹל סוֹפְרִים מַקְרִין, אִישׁ פְּלוֹנִי מְגָרֵשׁ אֶת פְּלוֹנִית מִמָּקוֹם פְּלוֹנִי, וְאָמַר, זֶה שְׁמִי וְזֶה שֵׁם אִשְׁתִּי, פָּסוּל לְגָרֵשׁ בּוֹ. יָתֵר מִכֵּן, כָּתַב לְגָרֵשׁ בּוֹ אֶת אִשְׁתּוֹ וְנִמְלַךְ, מְצָאוֹ בֶּן עִירוֹ וְאָמַר לוֹ, שְׁמִי כִשְׁמֶךָ וְשֵׁם אִשְׁתִּי כְּשֵׁם אִשְׁתֶּךָ, פָּסוּל לְגָרֵשׁ בּוֹ. יָתֵר מִכֵּן, הָיוּ לוֹ שְׁתֵּי נָשִׁים וּשְׁמוֹתֵיהֶן שָׁווֹת, כָּתַב לְגָרֵשׁ בּוֹ אֶת הַגְּדוֹלָה, לֹא יְגָרֵשׁ בּוֹ אֶת הַקְּטַנָּה. יָתֵר מִכֵּן, אָמַר לַלַּבְלָר, כְּתֹב לְאֵיזוֹ שֶׁאֶרְצֶה אֲגָרֵשׁ, פָּסוּל לְגָרֵשׁ בּוֹ:

(ב) הַכּוֹתֵב טָפְסֵי גִטִּין, צָרִיךְ שֶׁיַּנִּיחַ מְקוֹם הָאִישׁ וּמְקוֹם הָאִשָּׁה וּמְקוֹם הַזְּמַן. שְׁטָרֵי מִלְוֶה, צָרִיךְ שֶׁיַּנִּיחַ מְקוֹם הַמַּלְוֶה, מְקוֹם הַלְוֶה, מְקוֹם הַמָּעוֹת וּמְקוֹם הַזְּמַן. שְׁטָרֵי מִקָּח, צָרִיךְ שֶׁיַּנִּיחַ מְקוֹם הַלּוֹקֵחַ וּמְקוֹם הַמּוֹכֵר וּמְקוֹם הַמָּעוֹת וּמְקוֹם הַשָּׂדֶה וּמְקוֹם הַזְּמַן, מִפְּנֵי הַתַּקָּנָה. רַבִּי יְהוּדָה פּוֹסֵל בְּכֻלָּן. רַבִּי אֶלְעָזָר מַכְשִׁיר בְּכֻלָּן, חוּץ מִגִּטֵּי נָשִׁים, שֶׁנֶּאֱמַר (דברים כד) וְכָתַב לָהּ, לִשְׁמָהּ:

Mishnah Gittin 3:1-2

(1) **Any bill of divorce that was not written for the sake of** a specific **woman** is **invalid. How so?** In a case of a man who **was passing through the marketplace and heard the sound of scribes** who write bills of divorce **dictating** the text to their students: The **man so-and-so divorces so-and-so from the place** of **such and such; and** the man **said: This is my name and that is the name of my wife,** and he wishes to use this bill for his divorce, this bill is **unfit** for him **to divorce** his wife **with it,** as it was not written for the sake of any woman. **Moreover,** if one **wrote** a bill of divorce with which **to divorce his wife but** later **reconsidered,** and **a resident of his town found him and said to him: My name is** the same **as your name, and my wife's name is** the same **as your wife's name,** and we reside in the same town; give me the bill of divorce and I will use it; the bill of divorce is **unfit** for the second man **to divorce** his wife **with it. Moreover,** if **one had two wives and their names were identical,** and he **wrote** a bill of divorce **to divorce the older** one and then reconsidered, **he may not divorce the younger** one **with it. Moreover,** if **he said to the scribe: Write** a bill of divorce **for whichever** one of them **that I will want** and **I will divorce** her with it, this bill of divorce is **unfit** for him **to divorce** either wife **with it.**

(2) With regard to a scribe **who writes the standard** part [***tofes***] **of bills of divorce** in advance, so that when one requests a bill of divorce, he will need to add only the details unique to this case, **he must leave** empty the **place** in the bill of divorce for the name **of the**

man, and the **place** for the name **of the woman, and** the **place for the date.** If a scribe writes the standard part of **loan documents, he must leave** empty the **place** of the name **of the lender,** the **place** of the name **of the borrower,** the **place** of the amount **of the money** being loaned, and the **place of the date.** If the scribe writes the standard part of **documents of sale** of land, **he must leave** empty the **place** for the name **of the purchaser, and** the **place** for the name **of the seller,** the **place** for the amount **of the money** for which the land is being purchased, the **place** for the description **of the field** that is being purchased, **and** the **place of the date** when the sale occurs. This is necessary **due to the ordinance,** as the Gemara will explain. **Rabbi Yehuda invalidates all of** these documents if their standard parts were written in advance. **Rabbi Elazar deems all of them valid except for bills of divorce, as it is stated** in the Torah: **"And he writes for her"** (Deuteronomy 24:1), indicating that he must write the bill of divorce **for her sake.** Therefore, one may not write even the standard part of the bill of divorce in advance, as that would not qualify as writing the bill of divorce for her sake.

משנה גיטין ג׳:ג׳-ה׳

(ג) הַמֵּבִיא גֵּט וְאָבַד הֵימֶנּוּ, מְצָאוֹ לְאַלְתַּר, כָּשֵׁר. וְאִם לָאו, פָּסוּל. מְצָאוֹ בַּחֲפִיסָה אוֹ בִּדְלֶסְקְמָא, אִם מַכִּירוֹ, כָּשֵׁר. הַמֵּבִיא גֵּט וְהִנִּיחוֹ זָקֵן אוֹ חוֹלֶה, נוֹתְנוֹ לָהּ בְּחֶזְקַת שֶׁהוּא קַיָּם. בַּת יִשְׂרָאֵל הַנְּשׂוּאָה לְכֹהֵן וְהָלַךְ בַּעְלָהּ לִמְדִינַת הַיָּם, אוֹכֶלֶת בִּתְרוּמָה בְּחֶזְקַת שֶׁהוּא

קַיָּם. הַשּׁוֹלֵחַ חַטָּאתוֹ מִמְּדִינַת הַיָּם, מַקְרִיבִין אוֹתָהּ בְּחֶזְקַת שֶׁהוּא קַיָּם:

(ד) שְׁלֹשָׁה דְּבָרִים אָמַר רַבִּי אֶלְעָזָר בֶּן פַּרְטָא לִפְנֵי חֲכָמִים וְקִיְּמוּ אֶת דְּבָרָיו. עַל עִיר שֶׁהִקִּיפָהּ כַּרְקוֹם, וְעַל הַסְּפִינָה הַמִּטָּרֶפֶת בַּיָּם, וְעַל הַיּוֹצֵא לִדּוֹן, שֶׁהֵן בְּחֶזְקַת קַיָּמִין. אֲבָל עִיר שֶׁכִּבָּשָׁהּ כַּרְקוֹם, וּסְפִינָה שֶׁאָבְדָה בַיָּם, וְהַיּוֹצֵא לֵהָרֵג, נוֹתְנִין עֲלֵיהֶן חֲמְרֵי חַיִּים וְחֲמְרֵי מֵתִים, בַּת יִשְׂרָאֵל לְכֹהֵן, וּבַת כֹּהֵן לְיִשְׂרָאֵל, לֹא תֹאכַל בִּתְרוּמָה:

(ה) הַמֵּבִיא גֵּט בְּאֶרֶץ יִשְׂרָאֵל וְחָלָה, הֲרֵי זֶה מְשַׁלְּחוֹ בְיַד אַחֵר. וְאִם אָמַר לוֹ טֹל לִי הֵימֶנָּה חֻפָּץ פְּלוֹנִי, לֹא יְשַׁלְּחֶנּוּ בְיַד אַחֵר, שֶׁאֵין רְצוֹנוֹ שֶׁיְּהֵא פְּקֻדּוֹנוֹ בְיַד אַחֵר:

Mishnah Gittin 3:3-5

(3) With regard to an agent **who brings a bill of divorce and it** was **lost from him,** if he **finds it immediately** then the bill of divorce is **valid. But if not,** then it is **invalid,** as it is possible that the bill of divorce that he found is not the same one that he lost, and this second bill of divorce belongs to someone else whose name and wife's name are identical to the names of the husband and wife in the lost bill of divorce. However, if **he found it in a *ḥafisa* or in a *deluskema*** that he knows is his, or **if he recognizes** the actual bill of divorce, then it is **valid.** In the case of an agent **who brings a bill of**

divorce to a woman, **and** when **he had left** the husband was **elderly or sick,** the agent **gives her** the bill of divorce **based on** the **presumption that** the husband **is** still **alive,** and there is no concern that in the meantime he has died, thereby canceling the bill of divorce. Similarly, with regard to **an Israelite woman who is married to a priest** and may therefore partake of *teruma*, **and her husband went to a country overseas, she may** continue to **partake of *teruma* based on** the **presumption that** her husband **is** still **alive.** Similarly, in the case of **one who sends his sin-offering from a country overseas,** the priests may **offer it** on the altar **based on** the **presumption that** the one who sent it **is** still **alive.**

(4) **Rabbi Elazar ben Perata said three statements before the Sages** as testimony from previous generations, **and they upheld his statements:** He spoke **concerning** the residents of **a town that was surrounded** by **a camp of besiegers** [***karkom***]**; and concerning the** travelers in **a ship that is cast about in the sea; and concerning one who is going out to be judged** in a capital case; **that they are** all **presumed to be alive. However,** concerning the residents of **a town that was conquered** by **a camp of besiegers; and** the travelers on **a ship that was lost at sea; and one who is going out to be executed** after receiving his verdict; in these cases **one applies to them the stringencies of** the **living and the stringencies of** the **dead.** How so? **An Israelite woman** married **to a priest** in one of these situations **or a daughter of a priest** married **to an Israelite** in one of these situations **may not partake of *teruma*.** The first woman may not do

so because she may partake of *teruma* only while her husband is alive, and the second may not do so because she may partake of *teruma* only if he has died.

(5) With regard to an agent **who brings a bill of divorce in Eretz Yisrael,** where his only responsibility is to transmit the bill of divorce to the wife, **and** the agent **became sick, this** agent may **send it in the possession of another** agent. **But if** the husband **said to** the agent: When you transmit the bill of divorce to my wife, **take for me such and such an item from her** that I left with her as a deposit, then **he may not send it in the possession of another** agent. This is because it is assumed **that it is not** the **desire** of the husband **that his deposit be in the possession of another** person whom he did not appoint as his agent.

משנה גיטין ג׳:ה׳-ז׳

(ה) הַמֵּבִיא גֵּט בְּאֶרֶץ יִשְׂרָאֵל וְחָלָה, הֲרֵי זֶה מְשַׁלְּחוֹ בְיַד אַחֵר. וְאִם אָמַר לוֹ טֹל לִי הֵימֶנָּה חֵפֶץ פְּלוֹנִי, לֹא יְשַׁלְּחֶנּוּ בְיַד אַחֵר, שֶׁאֵין רְצוֹנוֹ שֶׁיְּהֵא פִקָּדוֹנוֹ בְיַד אַחֵר:

(ו) הַמֵּבִיא גֵּט מִמְּדִינַת הַיָּם וְחָלָה, עוֹשֶׂה בֵּית דִּין וּמְשַׁלְּחוֹ, וְאוֹמֵר לִפְנֵיהֶם, בְּפָנַי נִכְתַּב וּבְפָנַי נֶחְתָּם. וְאֵין שָׁלִיחַ אַחֲרוֹן צָרִיךְ שֶׁיֹּאמַר בְּפָנַי נִכְתַּב וּבְפָנַי נֶחְתָּם, אֶלָּא אוֹמֵר, שְׁלִיחַ בֵּית דִּין אָנִי:

(ז) הַמַּלְוֶה מָעוֹת אֶת הַכֹּהֵן וְאֶת הַלֵּוִי וְאֶת הֶעָנִי לִהְיוֹת מַפְרִישׁ עֲלֵיהֶן מֵחֶלְקָן, מַפְרִישׁ עֲלֵיהֶן בְּחֶזְקַת שֶׁהֵן קַיָּמִין, וְאֵינוֹ חוֹשֵׁשׁ שֶׁמָּא מֵת הַכֹּהֵן אוֹ הַלֵּוִי אוֹ הֶעֱשִׁיר הֶעָנִי. מֵתוּ, צָרִיךְ לִטֹּל רְשׁוּת מִן הַיּוֹרְשִׁין. אִם הִלְוָן בִּפְנֵי בֵית דִּין, אֵינוֹ צָרִיךְ לִטֹּל רְשׁוּת מִן הַיּוֹרְשִׁים:

Mishnah Gittin 3:5-7

(5) With regard to an agent **who brings a bill of divorce in Eretz Yisrael,** where his only responsibility is to transmit the bill of divorce to the wife, **and** the agent **became sick, this** agent may **send it in the possession of another** agent. **But if** the husband **said to** the agent: When you transmit the bill of divorce to my wife, **take for me such and such an item from her** that I left with her as a deposit, then **he may not send it in the possession of another** agent. This is because it is assumed **that it is not** the **desire** of the husband **that his deposit be in the possession of another** person whom he did not appoint as his agent.

(6) With regard to an agent **who is bringing a bill of divorce from a country overseas,** who must attest to the fact that he witnessed the writing and signing of the bill of divorce, **and he became sick** and cannot complete his agency, **he appoints another agent in court and sends him. And** the first agent **says before** the court: **It was written in my presence and it was signed in my presence,** and on the basis of this the court deems the bill of divorce to be valid. **And**

the final agent does not need to say: It was written in my presence and it was signed in my presence. Rather, it is sufficient that **he says: I am an agent of the court.**

(7) The mishna continues the discussion of the presumption that a person remains alive. With regard to **one who lends money to a priest, or to a Levite, or to a poor person,** with the understanding that **he will separate their portion** of the *teruma* and tithes from his produce **on the basis of that** money, i.e., he will subtract from the debt owed by the priest or Levite the value of the *teruma* and tithes separated from the produce, **he may separate** the *teruma* and tithes from his produce **on the basis of that** money **with the presumption that they are** still **alive, and he need not be concerned** that **perhaps the priest or the Levite died** in the interim, **or** that **the poor person became rich** and is no longer eligible to be given the poor man's tithe. The priest or Levite benefits from this arrangement, as he receives his gifts up front in the form of a loan. The Israelite benefits in that he does not need to seek out a priest or Levite each time he has produce from which he must separate *teruma* and tithes. If in fact **they died,** then **he must obtain permission from the heirs** in order to continue the arrangement. However, **if he lent** money **to** the deceased, and he stipulated **in the presence of the court** that the debt would be repaid in this manner, then **he does not need to obtain permission from the heirs.**

משנה גיטין ב׳:ג׳

(ג) בַּכֹּל כּוֹתְבִין, בִּדְיוֹ, בְּסַם, בְּסִקְרָא, וּבְקוֹמוֹס, וּבְקַנְקַנְתּוֹם, וּבְכָל דָּבָר שֶׁהוּא שֶׁל קַיָּמָא. אֵין כּוֹתְבִין לֹא בְּמַשְׁקִים, וְלֹא בְּמֵי פֵרוֹת, וְלֹא בְּכָל דָּבָר שֶׁאֵינוֹ מִתְקַיֵּם. עַל הַכֹּל כּוֹתְבִין, עַל הֶעָלֶה שֶׁל זַיִת, וְעַל הַקֶּרֶן שֶׁל פָּרָה, וְנוֹתֵן לָהּ אֶת הַפָּרָה, עַל יָד שֶׁל עֶבֶד, וְנוֹתֵן לָהּ אֶת הָעֶבֶד.

רַבִּי יוֹסֵי הַגְּלִילִי אוֹמֵר, אֵין כּוֹתְבִין לֹא עַל דָּבָר שֶׁיֵּשׁ בּוֹ רוּחַ חַיִּים, וְלֹא עַל הָאֳכָלִין:

Mishnah Gittin 2:3

(3) **One may write** a bill of divorce **with any** material that can be used for writing: **With *deyo* (ink), with paint [*sam*], with *sikra* (red pigment), with *komos* (gum), with *kankantom* (copper sulfate) or with anything that** produces **permanent** writing. However, **one may not write with** other **liquids, nor with fruit juice, nor with anything** that does **not** produce **permanent** writing. Similarly, with regard to the document itself, **one may write on anything,** even **on an olive leaf, or on the horn of a cow. And** the latter is valid if **he gives her the** entire **cow.** Likewise, one may write a bill of divorce **on the hand of a slave, and** that is valid if **he gives her the slave. Rabbi Yosei HaGelili** disagrees and **says: One may not write** a bill of divorce **on any living thing, nor** may it be written **on food.**

משנה גיטין ב׳:ד׳

(ד) אֵין כּוֹתְבִין בִּמְחֻבָּר לַקַּרְקַע.

כְּתָבוֹ בִמְחֻבָּר, תְּלָשׁוֹ וַחֲתָמוֹ וּנְתָנוֹ לָהּ, כָּשֵׁר.

רַבִּי יְהוּדָה פּוֹסֵל, עַד שֶׁתְּהֵא כְתִיבָתוֹ וַחֲתִימָתוֹ בְּתָלוּשׁ.

רַבִּי יְהוּדָה בֶּן בְּתֵירָא אוֹמֵר, אֵין כּוֹתְבִין לֹא עַל הַנְּיָר הַמָּחוּק וְלֹא עַל הַדִּפְתְּרָא, מִפְּנֵי שֶׁהוּא יָכוֹל לְהַזְדַּיֵּף.

וַחֲכָמִים מַכְשִׁירִין:

Mishnah Gittin 2:4

(4) **One may not write** a bill of divorce **on** anything that is **attached to the ground.**

If **one wrote it on** something that was **attached** to the ground, and afterward he **detached it, signed it, and gave it to her,** then it is **valid.**

Rabbi Yehuda deems a bill of divorce **invalid unless its writing and its signing** were performed when it was already **detached. Rabbi Yehuda ben Beteira says: One may not write** a bill of divorce **on erased paper or on unfinished leather** [***diftera***], **because** writing on

these surfaces **can be forged. And the Rabbis deem valid** a bill of divorce that was written on either of these items.

10

גיטין כ״א ב:י״ב

גְּמָ׳ כְּתָבוֹ עַל הַמְחוּבָּר?! וְהָאָמְרַתְּ רֵישָׁא ״אֵין כּוֹתְבִין״! אָמַר רַב יְהוּדָה, אָמַר שְׁמוּאֵל: וְהוּא שֶׁשִּׁייֵר מְקוֹם הַתּוֹרֶף.

Gittin 21b:12

GEMARA: The mishna taught: If **one wrote it on** something that was **attached** to the ground, and detached it before he gave it to her, then it is valid. The Gemara challenges: **But didn't you say** in **the first clause** of the mishna that **one may not write** a bill of divorce on something that is attached to the ground? **Rav Yehuda says** that **Shmuel says:** The mishna's statement that if something was detached and signed then it is a valid bill of divorce **is** applicable only **when one left a place for the essential** part of the document. He did not write the entire bill of divorce while it was attached to the ground. Rather, he wrote only the standard part of the bill of divorce. However, he left a place for the essential part of the bill of divorce, which includes the names of the man and woman, and wrote that part only after it was detached.

11

גיטין כ״א א:י״ד-ט״ו

עַל הֶעָלֶה שֶׁל זַיִת וְכוּ׳:

בִּשְׁלָמָא יָד דְּעֶבֶד

לָא אֶפְשָׁר לְמִקְצַיֵּיהּ,

אֶלָּא קֶרֶן שֶׁל פָּרָה – לִיקְצַייֵהּ וְלִיתְּבַהּ לָהּ!

אָמַר קְרָא: ״וְכָתַב״ – ״וְנָתַן לַהּ״,

מִי שֶׁאֵינוֹ מְחוּסָּר אֶלָּא כְּתִיבָה וּנְתִינָה; יָצָא זֶה – שֶׁמְּחוּסָּר כְּתִיבָה, קְצִיצָה וּנְתִינָה.

Gittin 21a:14-15

§ The mishna taught that a bill of divorce may be written **on an olive leaf,** on the horn of a cow, or on the hand of a slave, provided that the husband then gives her the slave or the cow. The Gemara asks: **Granted,** with regard to **the hand of a slave, it is not possible to cut it off,** as it is certainly prohibited to cut off the hand of a slave, and he therefore must give her the slave. **But** if he wrote the bill of divorce on **the horn of a cow, let him cut it off and give it to her.** Why does the mishna state that he must give her the cow? The Gemara answers: **The verse states: "And he writes** her a scroll of severance, **and gives it** in **her** hand" (Deuteronomy 24:1), meaning that **something** is valid as a bill of divorce **when it is lacking only**

writing and giving, excluding this, a cow's horn, **which is lacking writing, cutting, and giving.** Since the additional step of cutting would be required in order for him to give her the horn alone, the horn would not be a valid bill of divorce, so he must give her the cow.

<u>חידושי הריטב"א מסכת גיטין דף כא עמוד ב</u>

"יד של עבד וקרן של פרה וכיוצא בו חשוב מחוסר קציצה כיון שמה שמשייר אצלו הוא העיקר שיש לו חיות וכיון שמה שנשאר נשאר בחיותו זהו העיקר ומשו"ה חשיב מחוסר קציצה, אבל במשייר בקלף או בטבלה כיון שהכל [שוה שרי לקוצצו] אחר כתיבה מן הדין"

<u>Chiddushei HaRitva Masechet Gittin 21b</u>

The hand of the slave and the horn of the cow etc. are considered to be "lacking severing", since that which is left over to him (the husband) is the main component/essence, since it has vitality, and since what is left to him is left in its vitality, it is the main component, and therefore, it is considered to be "lacking severing".

But a person who keeps part of parchment or or a tablet, since all his equal, it is permitted to cut it after the writing (of the Get) according to the law.

Summary of *Board of Inland Revenue v Haddock* by A.P Herbert for Punch Magazine (1930)

The case involved a Mr Albert Haddock, often an ingenious litigant in Herbert's writing. In this case, Haddock had been in disagreement with the Collector of Taxes over the size of his tax bill. Haddock complained that the sum was excessive, particularly in view of the inadequate consideration he believed that he received from that Government in service. Eventually the Collector demanded £57 and 10 shillings.

Haddock appeared at the offices of the Collector of Taxes and delivered a white cow "of malevolent aspect". On the cow was stencilled in red ink:

To the London and Literary Bank, Limited
Pay the Collector of Taxes, who is no gentleman, or Order, the sum of fifty seven pounds £57/0/0 (and may he rot!)
ALBERT HADDOCK

Haddock tendered the cow in payment of his bill and demanded a receipt.

During the hearing, the fictitious judge, Sir Basil String, enquired whether stamp duty had been paid. The prosecutor, Sir Joshua Hoot KC confirmed that a two-penny stamp was affixed to the dexter horn of the cow. The collector declined the cow, objecting that it would be impossible to pay it into a bank account. Haddock suggested that he endorse the cow to a third party to whom he might owe money, adding that "there must be many persons in that position".

Sir Joshua informed the court that the collector did try to endorse the cheque on its back, in this case on the abdomen. However, Sir Joshua explained: "[t]he cow ... appeared to resent endorsement and adopted a menacing posture."

The collector abandoned the attempt and declined to take the cheque. Haddock led the cow away and was arrested in Trafalgar Square for causing an obstruction, leading to the co-joined criminal case, ***R v Haddock***.

He testified that he had tendered a cheque in payment of income tax. A cheque was only an order to a bank to pay money to the person in possession of the cheque or a person named on the cheque, and there was nothing in law to say it must be on paper of specified dimensions. A cheque, he argued, could be written on notepaper. He said he had "drawn cheques on the backs of menus, on napkins, on handkerchiefs, on the labels of wine bottles; all these cheques had been duly honoured by his bank and passed through the Bankers' Clearing House". He thought that there was no distinction in law between a cheque on a napkin and a cheque on a cow.

When asked as to motive, he said he had not a piece of paper to hand. Horses and other animals used to be seen frequently in the streets of London. He admitted on cross-examination that he may have had in his mind an idea to ridicule the taxman. "But why not? There is no law against ridiculing the income tax."

In relation to the criminal prosecution, Haddock said it was a nice thing if in the heart of the commercial capital of the world a man could not convey a negotiable instrument down the street without being arrested. If a disturbance was caused by a crowd, the policeman should arrest the crowd, not him.

The judge, sympathetic to Haddock, found in his favour on the tax claim and prosecution for causing a disturbance. By tendering and being refused the cow, the other parties were estopped from then demanding it later.