Mishnah Gittin

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1:1 An agent who brings a bill of divorce [get] from a husband to his wife from a country overseas, i.e., from outside of Eretz Yisrael to Eretz Yisrael, is required to state the following formula when he hands over the bill of divorce: This bill of divorce was written in my presence and it was signed in my presence. Rabban Gamliel says: Even one who brings a bill of divorce from Rekem or from Heger, which are on the periphery of Eretz Yisrael, must make this declaration. Rabbi Eliezer says: Even one who brings a bill of divorce from the village of Ludim to Lod must also make this declaration, despite the fact that these places are only a short distance apart. The reason is that the village of Ludim was not part of the main area settled by Jews in Eretz Yisrael. And the Rabbis say that one is required to say: It was written in my presence and it was signed in my presence, only if he brings a bill of divorce from a country overseas to Eretz Yisrael, and the same applies to one who delivers a bill of divorce from Eretz Yisrael to a country overseas. And likewise an agent who brings a bill of divorce from one region to another region within the overseas countries is also required to say: It was written in my presence and it was signed in my presence. Rabban Shimon ben Gamliel says: This halakha applies not only to an agent who brings a bill of divorce from one country to another, but even to one who takes it from one district [hegmonya] to another district in the same country.
1:2 Rabbi Yehuda says: With regard to the borders of Eretz Yisrael, from Rekem eastward is considered to be part of the overseas country, and Rekem itself is like east of Eretz Yisrael, i.e., it is outside of Eretz Yisrael. From Ashkelon southward is outside of Eretz Yisrael, and Ashkelon itself is like south of Eretz Yisrael. Likewise, from Akko northward is outside of Eretz Yisrael, and Akko itself is like north of Eretz Yisrael. Rabbi Meir says: Akko is like Eretz Yisrael with regard to the halakhot of bills of divorce.
1:3 One who brings a bill of divorce from one place to another within Eretz Yisrael is not required to say: It was written in my presence and it was signed in my presence. And if there are those who contest it, i.e., if the husband objects by saying that the bill of divorce is a forgery, it should be ratified through its signatories. The court must authenticate the signatures of the witnesses in order to ratify the document. With regard to one who brings a bill of divorce from a country overseas and is unable to say: It was written in my presence and it was signed in my presence, if the bill of divorce has witnesses

signed on it, it should be ratified through its signatories. The witnesses themselves or someone who recognizes their signatures should ratify it, in the manner of typical documents.

1:4 Both bills of divorce and bills of manumission are the same with regard to the halakhot of delivering the document from Eretz Yisrael to a country overseas and with regard to bringing it from a country overseas to Eretz Yisrael, i.e., the agents for both types of documents must declare that it was written and signed in their presence, and their statement is accepted. And this is one of the ways in which the halakhot of bills of divorce are equal to the halakhot of bills of manumission.

1:5 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.

1:6 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.

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.

2:2 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.

2:3 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.

2:4 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.

2:5 Anyone is qualified to write a bill of divorce, even a deaf-mute, an imbecile, or a minor. Additionally, a woman may write her own bill of divorce and give it to her husband so that he can present it to her. And a man may write his own receipt, which must be given to him by the woman to confirm that he has paid her the value of her marriage contract. This is because the ratification of a bill of divorce is only through its signatories, and it is irrelevant who wrote it. Anyone is fit to serve as an agent to bring a bill of divorce to a woman except for a deaf-mute, an imbecile, or a minor, or a blind person, or a gentile.
2:6 If a minor received the bill of divorce and then reached the age of majority, or one received it when he was a deaf-mute and then became able to hear, or one received it when he was blind and then became able to see, or one received it when he was an imbecile and then became halakhically competent, or one received it when he was a gentile and then converted, in all of these cases he is unfit to bring the bill of divorce. However, if one received it when he was able to hear, and then became a deaf-mute, and then again became able to hear; or if one received it when he was able to see, and then became blind, and then again became able to see; or one received it when he was halakhically competent, and then became an imbecile, and then again became halakhically competent, in all of these cases he is fit to bring the bill of divorce. This is the principle: Anyone who is halakhically competent in the beginning and in the end is fit, even if there was time in the interim when he was unfit.
2:7 There are instances in which a woman’s testimony that another woman’s husband has died is not deemed credible (Yevamot 117a). If there is a presumption that due to their familial relationship the two women hate each other, there is concern that the woman is testifying falsely in order to harm the other woman. By doing so, she can cause the other woman to remarry. If her original husband then proves to be living, she will be required to leave her second husband. This mishna teaches: Even the women who are not deemed credible to testify on behalf of a woman and say: Her husband died, and she is permitted to remarry, are deemed credible to bring her bill of divorce. The relatives of the woman who are not deemed credible to testify that her husband has died are: Her mother-in-law; and her mother-in-law’s daughter; and her rival wife, i.e., another wife of her husband’s; and her yevama, i.e., her husband’s brother’s wife; and her husband’s daughter. The mishna explains: What is the difference between a bill of divorce and death, that certain women are deemed credible to testify about one but not the other? With regard to a bill of divorce, it is so that the writing proves that the husband is divorcing his wife, and the testimony is needed only to supplement the bill of divorce. Similarly, the woman herself may bring her own bill of divorce, provided that she is required by the court to state in its presence: It was written in my presence and it was signed in my presence, as the Gemara will explain.
3:1 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.

3:2 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.

3:3 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 hafisa 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.

3:4 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.

3:5 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.

3:6 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.

3:7 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.

3:8 With regard to one who sets aside produce with the understanding that he will separate terumot and tithes with it, so that when he has untithed produce he can render it fit by declaring that the teruma and tithes that must be separated will be from the produce that he had set aside for this purpose, or one who sets aside money with the understanding that he will separate and to redeem second tithe with it, then he may later separate the teruma or tithe with them, based on the presumption that the produce or the money are extant. He need not be concerned that perhaps the produce or money was lost in the meantime. If he discovers that they were lost, then he must be concerned that the produce or money that he set aside was lost, from the time until the same time, as will be explained in the Gemara, and he must separate teruma and tithes from the produce a second time; this is the statement of Rabbi Elazar. Rabbi Yehuda says: One checks the wine that is set aside to be used for separating terumot and tithes for other wine to see if it has turned to vinegar, which would render it unfit for this purpose, at three times during the year: When the east wind blows at the conclusion of the festival of Sukkot, and when the blossoms fall and the grape buds emerge and appear as small clusters, and at the time when water enters and fills the unripe grape. Since there is a change in the weather at these times, one should check to ensure that the wine has not turned to vinegar.

4:1 In the case of one who sends a bill of divorce to his wife with an agent, and he reached the agent, or where he sent another agent after him, and he said to the agent delivering the bill of divorce: The bill of divorce that I gave you, it is void, then this bill of divorce is hereby void. Similarly, if the husband reached his wife before the bill of divorce reached her, or in a case where he sent an agent to her, and he said, or had the agent say, to his wife: The bill of divorce that I sent to you, it is void, then this bill of divorce is hereby void. However, if he stated this once the bill of divorce had entered her possession, he can no longer render it void, as the divorce had already taken effect.

4:2 The mishna relates that initially, a husband who wished to render the bill of divorce void would convene a court elsewhere and render the bill of divorce void in the presence of the court before it reached his wife. Rabban Gamliel the Elder instituted an ordinance that one should not do this, for the betterment of the world. The Gemara will explain what this means. Initially, the husband would change his name and her name, from the names by which they were known where they formerly lived to the names by which they were known where the bill of divorce was written, and write the name of his city and the name of her city. One was not required to list all of the names by which the husband and the wife were known, but only the names in the place where the bill of divorce was being written. Rabban Gamliel the Elder instituted that the scribe should write in the bill of divorce: The man so-and-so, and any other

name that he has, and: The woman so-and-so, and any other name that she has. The reason for this ordinance was for the betterment of the world, as perhaps the people of a different city would not recognize the name written in the bill of divorce, and would claim that this bill of divorce does not belong to her.
4:3 A widow can collect payment of her marriage contract from the property of orphans only by means of an oath that she did not receive any part of the payment of the marriage contract during her husband's lifetime. The mishna relates: The courts refrained from administering an oath to her, leaving the widow unable to collect payment of her marriage contract. Rabban Gamliel the Elder instituted that she should take, for the benefit of the orphans, any vow that the orphans wished to administer to her, e.g., that all produce will become prohibited to her if she received any payment of her marriage contract, and after stating this vow, she collects payment of her marriage contract. The mishna lists additional ordinances that were instituted for the betterment of the world: The witnesses sign their names on the bill of divorce, even though the bill of divorce is valid without their signatures, for the betterment of the world, as the Gemara will explain. And Hillel instituted a document that prevents the Sabbatical Year from abrogating an outstanding debt [prosbol] for the betterment of the world, as the Gemara will explain.
4:4 In the case of a Canaanite slave that was captured, and Jews who had not owned him redeemed him, if he was redeemed to be a slave then he will be a slave. If he was redeemed to be a freeman then he will not be a slave. Rabban Shimon ben Gamliel says: Both in this case and in that case he will be a slave. In the case of a slave whose master set him aside as designated repayment [apoteiki] of a debt to other people from whom he borrowed money, and afterward he emancipated him, then according to the letter of the law the slave bears no responsibility for the debt. However, for the betterment of the world, his master is forced to make him a freeman, and the slave writes a promissory note for his value to pay the debt to the creditor. Rabban Shimon ben Gamliel says: He does not write a promissory note; he only emancipates the slave.
4:5 In the case of one who is a half-slave half-freeman because only one of his two owners emancipated him, he serves his master one day and serves himself one day; this is the statement of Beit Hillel. Beit Shammai say: Through such an arrangement you have remedied his master, as his master loses nothing through this. However, you have not remedied the slave himself, as the slave himself remains in an unsustainable situation. It is not possible for him to marry a maidservant because he is already a half-freeman, as it is prohibited for a freeman to marry a maidservant. It is also not possible for him to marry a free woman, as he is still a half-slave. If you say he should be idle and not marry, but isn't it true that the world was created only for procreation, as it is stated: "He did not create it to be a waste; He formed it to be inhabited" (Isaiah 45:18)? Rather, for the betterment of the world his master is forced to make him a freeman, and the slave writes a promissory note accepting his responsibility to pay half his value to his master. And Beit Hillel ultimately retracted their opinion, to rule in accordance with the statement of Beit Shammai, that a half-slave must be set free.
4:6 In a case of one who sells his slave to gen-tiles, or even to a Jew outside

of Eretz Yisrael, the slave is emancipated. Since the slave, who is partially obligated in the fulfillment of mitzvot, would be restricted in his ability to fulfill them in his new situation, either because he would be under the authority of a gentile or because he will no longer be in Eretz Yisrael, the Sages penalized his original owner that he should become a freeman, so that if he succeeds in escaping his new owner, he is a full-fledged freeman. The captives are not redeemed for more than their actual monetary value, for the betterment of the world; and one may not aid the captives in their attempt to escape from their captors for the betterment of the world, so that kidnappers will not be more restrictive with their captives to prevent them from escaping. Rabban Shimon ben Gamliel says: For the betterment of the captives, so that kidnappers will not avenge the escape of the captives by treating other captives with cruelty. And Torah scrolls, phylacteries, or mezuzot are not purchased from the gentiles when they acquire these objects, if they request more than their actual monetary value, for the betterment of the world, so as not to cause an increase in the theft of sacred Jewish ritual objects in order to sell them for large sums of money.

4:7 A man who divorces his wife due to her bad reputation, i.e., he heard that she had committed adultery, may not remarry her, even if it becomes clear that she did not in fact commit adultery. Similarly, if one divorces his wife due to a vow that she took, and he could not live with her under the conditions of her vow, he may not remarry her. Rabbi Yehuda says: If he divorces her due to any vow that the public was aware of, he may not remarry her, but if he divorces her due to a vow that the public was not aware of, he may remarry her. The mishna continues: Rabbi Meir says: If he divorces her due to any vow that requires investigation and dissolution by a halakhic authority, he may not bring remarry her, but if he divorces her due to a vow that does not require investigation and dissolution by a halakhic authority, and is dissolved even without that, he may bring remarry her. Rabbi Elazar said: They prohibited him from remarrying her in this case, where she stated a vow that requires dissolution by a halakhic authority, only due to that case, where she stated a vow that does not require dissolution by a halakhic authority. Rabbi Yosei, son of Rabbi Yehuda, said: There was an incident in Tzaidan involving one man who said to his wife: It is konam, i.e., it is forbidden like an offering, if I do not divorce you, and he divorced her; and the Sages permitted him to remarry her for the betterment of the world.

4:8 With regard to one who divorces his wife because she is a sexually underdeveloped woman who is incapable of bearing children [ailonit], meaning that after their marriage it became clear that she was sexually underdeveloped, Rabbi Yehuda says: He may not remarry her, and the Rabbis say: He may remarry her. If, after he divorced her, this ailonit married another man and had children from him, meaning that she was not actually an ailonit, and she is demanding payment of her marriage contract from her first husband, claiming that he unlawfully divorced her without paying her marriage contract as he claimed that she was an ailonit and their marriage was a mistaken transaction, Rabbi Yehuda said that he may say to her: Your silence is preferable to your speech, meaning that it is preferable for her to withdraw her claim. If she

persists, he may say that he divorced her only because he believed her to be an ailonit, casting aspersions on the validity of the divorce and the status of her children. Therefore, it would be wise of her to withdraw her claim.
4:9 With regard to one who sells himself and his children as slaves to gentiles, he is not redeemed, but the children are redeemed after their father's death, as there is no reason to penalize them. One who sells his field to a gentile must purchase and bring the first fruits from the field that he sold, for the betterment of the world.
5:1 The court appraises land of superior quality [iddit] for payment to injured parties. And a creditor collects his debt from the debtor's intermediate-quality land. And payment of a woman's marriage contract is collected from her husband's inferior-quality land. Rabbi Meir says: Payment of a woman's marriage contract is also collected from intermediate-quality land.
5:2 Payment of a debt or other obligation is not collected from liened property that has been sold to a third party when the debtor still has unsold property, even when this unsold property is inferior-quality land. The creditor cannot collect his debt from liened property that the debtor has sold to another person as long as the debtor is still in possession of other property, even if the remaining assets are inferior to those to which the creditor would otherwise have been entitled. If one who owed money died and his children inherited his property, the father's debt can be collected from the property of the orphans only from inferior-quality land.
5:3 The court does not appropriate liened property that has been sold to a third party for the consumption of produce or for the enhanced value of land. If one appropriated a field and sold it, and the buyer worked the land, enhanced it, and grew produce on it, and then the initial owner from whom the field had been stolen took back the land and the produce from the buyer, compensating him only for his expenses, then the buyer may go back to the seller, i.e., the robber, and collect his losses. He can collect the purchase price of the field even from property that the robber sold to another person. By contrast, the value of the produce and the enhancement in the value of the field, which resulted from his actions, may be collected only from the robber's unsold property. And similarly, payment for the sustenance of a man's wife and daughters cannot be collected from his liened property. One of the stipulations included in a marriage contract is that after the husband dies, his widow and daughters are entitled to sustenance from his estate. This sustenance cannot be collected from husband's liened property that has been sold to another person, but only from his unsold property inherited by his heirs. All of these enactments were made for the betterment of the world. And it was further instituted that one who finds a lost item and returns it to its rightful owner is not required to take an oath that he did not keep any part of the lost item for himself. This ordinance was also instituted for the betterment of the world.
5:4 With regard to orphans who are living with a homeowner who takes care of all their needs and affairs, even if neither their father nor the court officially appointed him to this task, or if their father appointed a steward

[apotropos] for them, this person is obligated to tithe their produce. With regard to a steward who was appointed by the orphans' father, when he returns all of the property to the orphans upon their reaching adulthood, he takes an oath that he took nothing of theirs for himself. By contrast, if the court appointed him to serve as a steward for them, then he is not required to take such an oath. Abba Shaul says: The matters are reversed. A steward appointed by the court takes an oath, but a steward appointed by the orphans' father is not required to do so. With regard to one who renders another's food ritually impure, or one who mixes teruma with another's non-sacred produce, or one who pours another's wine as a libation before an idol, in each of these cases causing the other a monetary loss, if he acted unintentionally, he is exempt from paying for the damage. If he acted intentionally, he is liable to pay. If priests disqualified an offering with improper intention in the Temple, by expressing, while sacrificing the offering, the intention of sprinkling the blood of the offering, burning its fats on the altar, or consuming it, after its appointed time, and they did so intentionally, they are liable to pay the value of the offering to its owner, who must now bring another offering.

5:5 Rabbi Yohanan ben Gudgeda testified before the Sages about the case of a deaf-mute woman who was married off by her father when she was a minor, so that her marriage took effect by Torah law. He said that she can be released from her marriage through a bill of divorce, whether as a minor or after she reaches adulthood. Although as a deaf-mute woman she is not legally competent to give her consent, the divorce is effective because divorce does not require the woman's consent. And similarly, he testified about the case of the minor daughter of a non-priest who was orphaned from her father and then married off to a priest by her mother or brother, so that her marriage took effect by rabbinic law. He said that nevertheless she may partake of teruma, although by Torah law it is prohibited for one who is not in a priestly household to partake of teruma. And furthermore if this girl dies, then her husband inherits her estate. It is not said that because the validity of the marriage is by rabbinic law and not Torah law he is not entitled to inherit from her. And Rabbi Yohanan ben Gudgeda further testified about a stolen beam that was already built into a large building [bira], that the victim of the robbery receives only the value of the beam but not the beam itself, due to an ordinance instituted for the penitent. By Torah law, a robber is obligated to return any stolen item in his possession, provided that its form has not been altered. If one stole a beam and incorporated it into a building, then by Torah law he would have to destroy the building and return the beam. In order to encourage repentance, the Sages were lenient and allowed a robber to return the value of the beam. And lastly, Rabbi Yohanan ben Gudgeda testified about a sin-offering that was obtained through robbery but that was not publicly known to have been obtained in that manner. He said that it effects atonement for the robber who sacrifices it, for the benefit of the altar, as will be explained in the Gemara.

5:6 The law of Sicarii [Sikarikon] did not apply in Judea in the time that people were being killed in the war. From the time that people were being killed in the war and onward, the law of Sicarii did apply there. What is this

law of Sicarii? If one first purchased land from a Sicarius, who extorted the field from its prior owners with threats, and afterward the buyer returned and purchased the same field a second time from the prior landowner, his purchase is void. The prior owner of the field can say that he did not actually mean to sell him the field. By contrast, if he first acquired the field from the prior owner and afterward he returned and purchased the same field from a Sicarius, his purchase stands. Similarly, if one first purchased from the husband the rights to use a field belonging to his wife, and afterward he returned and purchased the same field from the wife, so that if the husband were to predecease or divorce her, the purchaser would then own it fully, his purchase is void. The woman can claim that she did not wish to quarrel with her husband and to object to the transaction but that in truth she did not agree to the sale. By contrast, if he first acquired the field from the wife, and afterward he returned and purchased the same field from the husband, his purchase stands. This is the initial version of this mishna. Later, the court of those who came after the Sages who composed that mishna said: With regard to one who purchased a field from a Sicarius, he must give the prior owner one-fourth of the field's value. When does this apply? At a time when the prior owner is unable to purchase the field himself. But if he is able to purchase it himself, he precedes anyone else. Rabbi Yehuda HaNasi later convened a court, and they counted their votes and determined that if the field remained before, i.e., in the possession of, the Sicarius for twelve months, whoever first purchases the field acquires possession of it, but he must give the prior owner one-fourth of the field's value.

5:7 The following enactments were also made for the betterment of the world: A deaf-mute may express his wishes through gestures [romez]; that is to say, he can signal that he wishes to buy or sell a certain item, and the purchase or sale is valid. And similarly he may respond to others through gestures; that is to say, he can signal that he agrees to a transaction initiated by another party, and the transaction is valid. And ben Beteira says: Signals are not necessary, as even if he expresses his wishes to buy or sell through lip movements [kofetz] or responds to others through lip movements, the transaction is valid. These halakhot apply to transactions involving movable property. It was similarly enacted that a purchase made by young children [paotot] is a valid purchase, and a sale made by them is a valid sale. These halakhot apply to transactions involving movable property.

5:8 Having mentioned a series of enactments instituted by the Sages for the sake of the betterment of the world, the Gemara continues: These are the matters that the Sages instituted on account of the ways of peace, i.e., to foster peace and prevent strife and controversy: At public readings of the Torah, a priest reads first, and after him a Levite, and after him an Israelite. The Sages instituted this order on account of the ways of peace, so that people should not quarrel about who is the most distinguished member of the community. Similarly, the Sages enacted that a joining of courtyards is placed in an old house where it had regularly been placed on account of the ways of peace, as will be explained in the Gemara. The Sages enacted that the pit that is nearest to the irrigation channel that supplies water to several

pits or fields is filled first on account of the ways of peace. They established a fixed order for the irrigation of fields, so that people would not quarrel over who is given precedence. Animals, birds, or fish that were caught in traps are not acquired by the one who set the traps until he actually takes possession of them. Nevertheless, if another person comes and takes them, it is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery. Similarly, a lost item found by a deaf-mute, an imbecile, or a minor is not acquired by him, since he lacks the legal competence to effect acquisition. Nevertheless, taking such an item from him is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery. If a poor person gleans olives at the top of an olive tree and olives fall to the ground under the tree, then taking those olives that are beneath it is considered robbery on account of the ways of peace. Rabbi Yosei says: This is full-fledged robbery. One does not protest against poor gentiles who come to take gleanings, forgotten sheaves, and the produce in the corner of the field, which is given to the poor [pe'a], although they are meant exclusively for the Jewish poor, on account of the ways of peace.

5:9 A woman may lend utensils to her friend who is suspect with regard to eating produce that grew in the Sabbatical Year after the time that such produce must be removed from the house and may no longer be eaten. The utensils that she may lend her include: A winnow, a sieve, a mill, and an oven. Lending her such utensils is not considered aiding in the commission of a transgression. But she may not select the grain from the chaff or grind wheat with her, i.e., she may not actively assist her in the performance of a sin. The wife of a haver, one who is devoted to the meticulous observance of mitzvot, especially the halakhot of ritual purity, teruma, and tithes, may lend the wife of an am ha'aretz, one who is not scrupulous in these areas, a winnow and a sieve, and she may even select, grind, and sift with her. But once the wife of the am ha'aretz pours water into the flour, thereby rendering it susceptible to ritual impurity, the wife of the haver may not touch anything with her, because one may not assist those who commit transgressions. And all of the allowances mentioned in the mishna were stated only on account of the ways of peace. And one may assist gentiles who work the land during the Sabbatical Year, but one may not assist Jews who do this. Similarly, one may extend greetings to gentiles on account of the ways of peace.

6:1 With regard to one who says to another: Receive this bill of divorce for my wife, or: Deliver this bill of divorce to my wife as my agent, if the husband seeks to retract his designation and cancel the agency, he can retract it until the document reaches his wife's possession. However, in the case of a woman who said to an agent: Receive my bill of divorce for me, and the husband handed the bill of divorce to her agent, if the husband seeks to retract his decision to divorce his wife upon receipt of the bill of divorce by the agent, he cannot retract it. Once the bill of divorce is transferred to her agent, its legal status is like that of a bill of divorce that was handed directly to her, and the divorce takes effect immediately. Therefore, if the husband said to the agent whom the woman designated to receive the bill of divorce: I do not want [ee ifshi] for you to receive the bill of divorce for her; rather, deliver it

and give it to her, then if the husband seeks to retract his designation and cancel the agency, he can retract it until it reaches his wife's possession. Since the husband does not agree to have the divorce take effect upon receipt by his wife's agent, he changes the designation of the agent and designates him as his own agent for delivery. Therefore, the divorce takes effect only when the bill of divorce reaches his wife's possession. Rabban Shimon ben Gamliel says: Even a woman who did not instruct the agent: Receive my bill of divorce for me but says: Take my bill of divorce for me, thereby designates the agent as an agent of receipt on her behalf. Therefore, if after handing the bill of divorce to the agent the husband seeks to retract his decision and cancel the agency, he cannot retract it.

6:2 A woman who said to an agent: Receive my bill of divorce for me, requires two sets of witnesses to confirm that she was divorced when the agent received the bill of divorce. She requires two witnesses who say: In our presence she said to the agent: Receive my bill of divorce on my behalf, and two who say: In our presence the agent received the bill of divorce and tore it. This testimony is effective even if two people are the first pair of witnesses and the same two are the latter pair of witnesses, or if there is one witness from the first pair of witnesses and one witness from the latter pair, and one additional witness joins with them as the second witness in both testimonies. With regard to a betrothed young woman, she and her father are each eligible to receive her bill of divorce, and the divorce takes effect at the moment that either of them receives the bill of divorce. Rabbi Yehuda said: Two hands do not have the right to acquire an item on behalf of one person as one. Rather, her father alone receives her bill of divorce on her behalf. And there is another principle: Any female who is unable to safeguard her bill of divorce is unable to be divorced.

6:3 In the case of a minor girl who said to an agent: Receive my bill of divorce for me, it is not a valid bill of divorce until the bill of divorce reaches her possession. Therefore, if the husband seeks to retract his decision before his wife receives the bill of divorce, he can retract it, as a minor does not designate an agent. Consequently, the agent is not an agent for receipt, and the divorce does not take effect when the husband hands the document to the agent. The agent is an agent for delivery, and the divorce takes effect when the bill of divorce enters the wife's possession. And if her father said to the agent: Go out and receive my daughter's bill of divorce on her behalf, then if the husband seeks to retract his decision, he cannot retract it. As a father can receive the bill of divorce on behalf of his minor daughter, he can designate an agent for receipt, and the divorce takes effect when the husband hands the document to the agent. With regard to one who says to an agent: Give this bill of divorce to my wife in such and such a place, if the agent deviated and gave it to her in another place the divorce is invalid. However, if he said to the agent: Give this bill of divorce to my wife, she is in such and such a place, without explicitly instructing the agent to give her the document there, and he gave it to her in another place the divorce is valid. With regard to the woman who when designating her agent for receipt said to her agent: Receive my bill of divorce for me in such and such a

place, and he received it for her in another place, the divorce is invalid; and Rabbi Elazar deems it valid. If she said to him: Bring me my bill of divorce from such and such a place, and he brought it for her from another place, it is valid. Because he is an agent for delivery, the woman is not particular where he receives the bill of divorce, as the divorce takes effect only when the bill of divorce reaches her possession.

6:4 An Israelite woman married to a priest partakes of teruma. If she says to an agent: Bring me my bill of divorce, designating him as an agent for delivery, she continues to partake of teruma until the bill of divorce reaches her possession. However, if she says: Receive my bill of divorce for me, thereby designating him as an agent for receipt, it is immediately prohibited for her to partake of teruma. Since the divorce takes effect when the husband hands the bill of divorce to the agent, the concern is that the agent encountered the husband nearby. If the woman said to the agent: Receive my bill of divorce for me in such and such a place, then even if he received it elsewhere, she continues to partake of teruma until the bill of divorce reaches that place. Rabbi Elazar prohibits her from partaking of teruma immediately.

6:5 With regard to a husband who says to two people: Write a bill of divorce and give it to my wife, or: Divorce her, or: Write a letter and give it to her, they should write the document and give it to her. In each of those cases his intent is clear. He is instructing them to effect her divorce. However, one who said: Release her, or: Sustain her, or: Treat her according to the law [nimus], or: Treat her appropriately, said nothing, as none of these expressions clearly expresses his desire to divorce his wife. At first the Sages would say: In the case of one who is taken out in a neck chain [kolar] to be executed and who said: Write a bill of divorce for my wife, these people should write the document and give it to his wife even though there was no explicit instruction to give it to her. They then said: Even with regard to one who sets sail and one who departs in a caravan to a far-off place and says: Write a bill of divorce to my wife, his intention is to write the bill of divorce and give it to his wife. Rabbi Shimon Shezuri says: Even if one who is dangerously ill gives that instruction, they write the bill of divorce and give it to his wife.

6:6 With regard to one who was thrown into a pit and thought that he would die there, and he said that anyone who hears his voice should write a bill of divorce for his wife, and he specified his name, her name, and all relevant details, those who hear him should write this bill of divorce and give it to his wife, even though they do not see the man and do not know him. A healthy man who said: Write a bill of divorce for my wife, but did not say to give it to her, presumably sought to mock her. Since he told them to write the bill of divorce and not to give it, it is not a valid bill of divorce. The mishna relates: There was an incident involving a healthy man who said: Write a bill of divorce for my wife, and then ascended to the roof and fell, and died. Rabban Shimon ben Gamliel said: If he fell at his own initiative, taking his own life, it is a valid bill of divorce, as it is clear that he anticipated his death and instructed those listening to write the bill of divorce with the intent of giving it to her. However, if the wind forced him to fall, it is not a valid bill of divorce, as there was no clear intent to give her the bill of

divorce.
6:7 If a man said to two people: Give a bill of divorce to my wife, or if a man said to three people: Write a bill of divorce and give it to my wife, these people should write the document themselves and give it to her. If he said to three people: Give a bill of divorce to my wife, these people should tell others, and those others will write the document, because he designated the three people as a court. This is the statement of Rabbi Meir. And it is that halakha that Rabbi Hanina of Ono brought up from prison in the name of Rabbi Akiva, who was incarcerated there: I received a tradition from my teachers that in a case where a man says to three people: Give a bill of divorce to my wife, that these people should tell others and those others will write the document, because he designated the three people as a court. Rabbi Yosei said: We said [nomeinu] to the agent, Rabbi Hanina of Ono: We too received a tradition. However, it is a different one, that even if a man said to the High Court [Sanhedrin] in Jerusalem: Give a bill of divorce to my wife, that the members of the court should learn to write, and should write the document themselves, and give it to his wife. If a man said to ten people: Write and give a bill of divorce to my wife, one of the ten writes the bill of divorce and two sign it. If he said: All of you write the document, one of them writes the bill of divorce and all of them sign it. Therefore, if one of them died, then this is a bill of divorce that is null and void, as he directed all of them to participate in the process.
7:1 In the case of one who was afflicted with temporary insanity [kordeyakos] and said: Write a bill of divorce for my wife, he said nothing, because he was not lucid at the time. If he said: Write a bill of divorce for my wife, when he was lucid, and was then afflicted with temporary insanity and he retracted his previous statement and said: Do not write it, his latter statement is considered to be nothing, i.e., it is not halakhically valid. The mishna continues: In a case where the husband became mute, and two people said to him: Shall we write a bill of divorce for your wife, and he nodded his head indicating his agreement, they examine him with various questions three times. If he responded to questions that have a negative answer: No, and responded to questions that have a positive answer: Yes, indicating his competence, they shall write the bill of divorce and give it to his wife based on the nod of his head.
7:2 If people said to the husband: Shall we write a bill of divorce for your wife? And he said to them: Write the document, and those people told the scribe to write it, and he wrote it and instructed the witnesses to sign it, and they signed it; even if they wrote it, and signed it, and gave it to him, and he then gave it to his wife, the bill of divorce is void unless he himself says to the scribe: Write the document, and he himself says to the witnesses: Sign the document.
7:3 If one says to his wife: This is your bill of divorce if I die, or: This is your bill of divorce if I die from this illness, or: This is your bill of divorce after my death, then it is as if he said nothing, since a bill of divorce is valid only if it takes effect before the husband’s death. But if the husband said to his wife: This is your bill of divorce from today if I die,

or: This is your bill of divorce from now if I die, then this is a valid bill of divorce, because once he dies, the bill of divorce retroactively applies from when he made this statement. If the husband says to his wife: This is your bill of divorce from today and after my death, then it is uncertain whether his primary intention was for the bill of divorce to take effect that day, in which case it is a valid bill of divorce, or if his primary intention was that it should take effect after his death and is therefore not valid. The halakha is that there is uncertainty whether it is a valid bill of divorce or not a valid bill of divorce. And if he dies without children his wife must perform halitza, since perhaps the bill of divorce is not valid and she is bound by the levirate bond and may not remarry without first performing halitza. But she may not enter into levirate marriage, since perhaps the bill of divorce is valid, and it is prohibited for a divorcée to marry her brother-in-law. If he said: This is your bill of divorce from today if I die from this illness, and he recovered, and he arose and walked in the market, but then became ill again and died, the court assesses him. If he died because of the first illness then this is a valid bill of divorce, as his conditional statement was fulfilled, but if not, i.e., if he was cured from the first illness and died from another illness, then it is not a valid bill of divorce.

7:4 If a woman’s ill husband gave her a bill of divorce, and made a condition that it should take effect from today if he dies from his illness, then she may be secluded with him only in the presence of two witnesses, lest they end up engaging in sexual intercourse. This applies to being secluded in the presence of not only valid witnesses; it is permitted for her to be secluded with him even in the presence of a slave or even in the presence of a maidservant, except for the wife’s personal maidservant. And it is prohibited for the wife to be secluded in the presence of the latter because she is accustomed to her maidservant, and there is concern that she will engage in sexual intercourse with her husband even though the maidservant is present. What is the halakhic status of the wife during these days between when the bill of divorce was given but before the condition has been fulfilled with the death of the husband? Rabbi Yehuda says: She is like a married woman with regard to all of her matters, and she remains forbidden to other men. Rabbi Yosei says: It is uncertain whether she is divorced or whether she is not divorced.

7:5 If a husband says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, then she is divorced and must give two hundred dinars in order to fulfill the condition of the bill of divorce. If a husband says to his wife: This is your bill of divorce on the condition that you will give me money from now until the conclusion of thirty days, if she gives the money to him within thirty days she is divorced. And if not she is not divorced. Rabban Shimon ben Gamliel said: There was an incident in the city of Tzaidan involving one who said to his wife: This is your bill of divorce on the condition that you will give me my coat [itztaliti], and she lost his coat, so that she could not give it to him. And the Rabbis said that she must give him the value of the coat, and by doing so she fulfills the condition and is divorced.

7:6 If a husband says to his wife: This is your bill of divorce on the

condition that you will serve my father, or: On the condition that you will nurse, i.e., breastfeed, my son, without specifying a time period, how long is she required to nurse him in order to fulfill the condition? She is required to nurse the baby for two years from his birth, which is the length of time generally designated for nursing. Rabbi Yehuda says: The time for nursing is only eighteen months. If the baby son died or the husband's father died, this is a valid bill of divorce, even though the condition was not fulfilled. But if the husband said to his wife: This is your bill of divorce on the condition that you will serve my father for two years, or: On the condition that you will nurse my son for two years, and the son died before she nursed him for two years, or the father said: I do not want you to serve me, then even if the father did not say this in anger and she did everything she was expected to do, it is not a valid bill of divorce because the condition was not fulfilled. Rabban Shimon ben Gamliel says: In a case like this it is a valid bill of divorce. Rabban Shimon ben Gamliel stated a principle: If there is any hindrance to the fulfillment of the condition that does not result from her, then it is a valid bill of divorce.

7:7 If a resident of the region of Judea intending to embark on a journey to the Galilee said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and when he was going from Judea to the Galilee he reached Antipatris and he returned immediately, his condition is void and his wife is not divorced, even if he subsequently returns to the Galilee for longer than thirty days. The reason for this is because he reached the Galilee and returned to Judea within the time he had allotted. Similarly, if a resident of the region of the Galilee intending to embark on a journey to Judea said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and he was going from the Galilee to Judea, and he reached Kefar Otnai and returned immediately, his condition is void and his wife is not divorced, even if he subsequently returns to Judea for longer than thirty days. Similarly, if a resident of Eretz Yisrael intending to embark on a journey to a country overseas said to his wife: This is your bill of divorce if I do not come back from now until the conclusion of thirty days, and he was going to a country overseas, and he reached Akko and returned immediately, his condition is void and his wife is not divorced, even if he subsequently travels to a country overseas for longer than thirty days. If a husband said to his wife: This is your bill of divorce if at any time I will depart from your presence for thirty consecutive days, then even if he was continually going and coming, going and coming, since he was not secluded with her during these thirty days, this is a valid bill of divorce.

7:8 If a husband says to his wife: This is your bill of divorce if I do not come back from now until the conclusion of twelve months, and he died within twelve months, it is not a valid bill of divorce. This is because the bill of divorce cannot take effect after the husband's death. As a result, she is bound by a levirate bond if her husband has no children. By contrast, if he said to her: This is your bill of divorce from now if I do not come back from now until the conclusion of twelve months, and he died within twelve months, this is a valid bill of divorce. This is because the bill of divorce takes

effect retroactively. Since he did not return within the year the condition was fulfilled.

7:9 If a husband said to others: If I do not come back from now until the conclusion of twelve months, write and give a bill of divorce to my wife, and they wrote a bill of divorce during the twelve months and gave it to her after twelve months had elapsed, it is not a valid bill of divorce because he instructed them to write the bill of divorce only after twelve months had elapsed. Similarly, if he said to others: Write and give a bill of divorce to my wife if I do not come back from now until the conclusion of twelve months, and they wrote it during the twelve months but gave it to her after the twelve months, it is not a valid bill of divorce because he instructed them to write the bill of divorce only after twelve months had elapsed, when it was clear that he did not come back. Rabbi Yosei disagrees and says: In a case like this, it is a valid bill of divorce, as he did not tell them when to write the bill of divorce. Rather, he stipulated only the time of giving. If they wrote the bill of divorce after twelve months had elapsed, and gave it after twelve months had elapsed, but in the interim the husband died, if the giving of the bill of divorce occurred before the husband's death this is a valid bill of divorce. But if the husband's death occurred before the giving of the bill of divorce it is not a valid bill of divorce. And if it is not known which occurred first, this is a case where the Sages said there is uncertainty whether she is divorced or whether she is not divorced.

8:1 In a case of one who throws a bill of divorce to his wife, and she is in her house or in her courtyard at the time, then she is divorced as though he placed the bill of divorce in her hand. If he threw it to her in his house or in his courtyard, even if the bill of divorce is with her in the bed, she is not divorced. If he threw the bill of divorce into her lap, or into her basket [kaltah], she is divorced, even if she was in her husband's house at the time.

8:2 If he said to his wife: Take this promissory note, and it was a bill of divorce, or she found it behind him and he did not tell her what it was but she reads what is written in it and discovers that it is her bill of divorce, it is not a valid bill of divorce until he says to her: This is your bill of divorce. If he gave it to her in her hand and she was sleeping, and he then woke her, and when she reads what is written in it, she finds that it is her bill of divorce, it is not a valid bill of divorce until he says to her: This is your bill of divorce. If the woman was standing in the public domain and her husband took the bill of divorce and threw it to her, if it fell closer to her, she is divorced, and if it fell closer to him, she is not divorced. If it is equally balanced, there is uncertainty as to whether she is divorced or whether she is not divorced.

8:3 And the same halakhot apply with regard to betrothal. And the same halakhot apply with regard to a debt. If his creditor said to him: Throw the payment for my debt to me, and he threw it to him and the money fell closer to the creditor, the creditor acquired the payment. The debtor is absolved of his obligation to pay even if the money did not reach the creditor's hand, e.g., it was stolen or lost after it was thrown and before the creditor was able to

take it. If it fell closer to the debtor and the money was lost, the debtor is still obligated to pay. If it was equally balanced and was lost, the two of them divide it, i.e., the debtor owes half of the amount. If a woman was standing on top of the roof and her husband was standing below, and he threw a bill of divorce to her, once the bill of divorce reaches the airspace of the roof, she is divorced. If he was above on the roof and she was below, and he threw it to her, once it leaves the area of the roof, even if the wording was erased or the document was burned before it fell to the ground, she is divorced.

8:4 Beit Shammai say: A man may send, i.e., divorce, his wife with an outdated bill of divorce, and Beit Hillel prohibit him from doing so. And what is an outdated bill of divorce? Any case where he was secluded with her after he wrote it for her and before he gave it to her.

8:5 If he wrote the date on the bill of divorce using a calendrical system that counts years in the name of a kingdom that is not legitimate, or he wrote the date in the name of the kingdom of Media, or in the name of the Greek Empire, after it ceased to exist, or he wrote the date counting to the building of the Temple, or counting to the destruction of the Temple, in all these case, the bill of divorce is not valid. In the time of the mishna, the local government was particular that documents be dated with the official government date. Therefore, the Sages instituted that this must be done in bills of divorce as well. If one deviates from this practice, the rabbinic dictates of bills of divorce have been violated, and the bill of divorce is invalid. If he was in the east and he wrote the location in the bill of divorce as in the west, or if he was in the west and he wrote the location in the bill of divorce as in the east, the bill of divorce is not valid. If he divorced her with this bill of divorce and she remarried, she must leave both this first husband and that second husband, and she needs a bill of divorce from this husband and that husband. And she does not receive payment of her marriage contract, and not the profits from her properties that her husband consumed, and she does not have a claim to receive sustenance, and she does not have a claim to worn clothes that belonged to her, but which her husband used. She cannot demand these items, not of this husband and not of that husband. If she took any of these items from this husband or from that husband, she must return what was taken. And the child that was born from this husband or from that husband that was conceived after she married the second husband is a son born from an adulterous relationship [mamzer]. And neither this husband nor that husband, if they are priests, is permitted to become ritually impure by her when she dies, which a husband may ordinarily do for his wife. And neither this husband nor that husband have the rights to objects she finds, or to her earnings, or to the annulment of her vows. If she was an Israelite woman, then through these two marriages she becomes disqualified from marrying into the priesthood, due to the prohibition against a priest marrying a zona. If she was the daughter of a Levite, through these two marriages she becomes prohibited from partaking of the tithe that is given to Levites. If she was the daughter of a priest, she becomes prohibited from partaking of teruma, even after she returns to the house of her father the priest. And the heirs of this husband and the heirs of

that husband do not inherit the rights to collect payment of her marriage contract if she dies. And if the husbands die, the brother of this first husband and the brother of that second husband perform halitza, since she was betrothed to the second one as well, and they do not consummate the levirate marriage. The mishna proceeds to teach an additional halakha concerning a bill of divorce written not in accordance with its halakhot: If he changed his name, i.e., he wrote a different name in the bill of divorce, or he changed her name, or if he changed the name of his city or the name of her city, and she remarried on the basis of this bill of divorce, then she must leave both this first husband and that second husband. And all of those above-mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

8:6 The mishna teaches another halakha associated with the previous halakhot: With regard to all of those cases in which they said that a man who died without children and left behind a widow who is, to the man's brother, one of those with whom relations are forbidden, e.g., she is his wife's sister, not only is there no levirate bond for her, but the rival wives of the brother who died are also permitted to marry without either levirate marriage or halitza. The mishna discusses another case: These rival wives went and married another man without halitza, and these widows with whom relationships were forbidden were found to be sexually underdeveloped women incapable of bearing children [ailonit]. Therefore, it became clear, retroactively, that the marriage to the dead brother was never valid, and accordingly, the rival wives were never exempt from the obligation of levirate marriage due to their being the rival wives of a forbidden relationship. Consequently, the rival wives were forbidden to marry anyone else without halitza, and the rival wives must leave both this man whom they remarried, and that yavam, i.e., they cannot enter into levirate marriage with him. And all of those above-mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

8:7 Similarly, with regard to one who marries his yevama, and her rival wife went and got married to another man, and it was found that this yevama was a sexually underdeveloped woman, the rival wife must leave this man whom she remarried and that yavam, i.e., she cannot enter into levirate marriage with him. Because the yevama was a sexually underdeveloped woman, the obligation of levirate marriage never applied to her, and her levirate marriage did not exempt her rival wife. And all of those aforementioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well.

8:8 The mishna now discusses another case: A scribe wrote a bill of divorce for a man, so that the man could divorce his wife with it; and he wrote a receipt for the woman, for her to give to her husband upon receiving payment of her marriage contract, verifying that she received the payment. And the scribe erred and gave the bill of divorce to the woman and the receipt to the man, and not knowing what was written in the documents that were in their possession, they gave what they received from the scribe to each other. The woman gave her husband a bill of divorce and the husband gave his wife a receipt, and

consequently, there was no divorce at all. And after some time, the bill of divorce is in the possession of the man, and the receipt is in the possession of the woman, and they discover that the divorce never actually transpired. If the woman had remarried another man, she must leave this, the first husband, and that, the second husband. And all of those above-mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier clause of the mishna apply to her in this case as well. Rabbi Elazar says: If the bill of divorce is immediately [le'altar] in the husband's possession, this is not a valid bill of divorce, since he clearly never gave it to her. But if it is in his possession after some time, then this is a valid bill of divorce, since it is not in the power of the first husband to eliminate the right of the second husband. The assumption is that the husband did in fact give her the bill of divorce in the correct manner, but at some point, he took it back from her. If one wrote a bill of divorce to divorce his wife, and reconsidered and did not give it to her, Beit Shammai say: Although merely writing the bill of divorce does not dissolve the marriage, by doing so he disqualified her from marrying into the priesthood. And Beit Hillel say: Even if he gave the bill of divorce to her conditionally and the condition was not fulfilled, and therefore the bill of divorce did not take effect, he did not disqualify her from marrying into the priesthood. A woman is disqualified from marrying into the priesthood only if the divorce takes effect.

8:9 With regard to one who divorces his wife, and afterward she spent the night with him at an inn [befundaki], Beit Shammai say: She does not require a second bill of divorce from him, and Beit Hillel say: She requires a second bill of divorce from him, since they may have engaged in sexual intercourse at the inn and thereby betrothed her once again. When did they say this halakha? When she was divorced following the state of marriage. Beit Hillel concede that when she was divorced following the state of betrothal, she does not require a second bill of divorce from him, due to the fact that he is not accustomed to her. Therefore, there is no concern that they engaged in sexual intercourse, even though they spent the night together at the inn. If a woman was married by her second husband on the basis of receiving a bare bill of divorce, i.e., a folded and tied bill of divorce that is missing signatures, she must leave both this, the first husband, and that, the second husband. And all of those previously mentioned ways of penalizing a woman who remarried based on the bills of divorce detailed in the earlier mishna (79b) apply to her in this case as well.

8:10 With regard to a bare bill of divorce; anyone, even those who are disqualified from bearing witness, can complete it, i.e., sign it in addition to the primary witnesses, so that it will not remain bare. This is the statement of ben Nannas. Rabbi Akiva says: Not all who are disqualified from bearing witness can complete it. Rather, only relatives who are fit to testify in another case. Rabbi Akiva permits only the inclusion of witnesses who would ordinarily be valid witnesses, but who are invalid here because they are relatives of either the husband and wife or the other witnesses. And what is a bare bill of divorce? It is any bill of divorce where the number of its folds is more than the number of its witnesses. In a folded and tied bill of divorce, the bill of divorce is folded and the folds are then tied. Instead of having

two witnesses sign at the bottom of the document, witnesses would sign on each tied fold. A bare bill of divorce has more folds than signatures, i.e., some folds lack signatures.

9:1 With regard to one who divorces his wife and said to her while handing her the bill of divorce: You are hereby permitted to marry any man except [ella] for so-and-so, Rabbi Eliezer permits her to remarry based on this divorce. And the Rabbis prohibit her from remarrying, as their bond is not entirely severed by this divorce, and she is therefore still considered his wife. What should he do so the divorce may take effect? He should take it from her and hand it to her again, and he should say to her: You are hereby permitted to marry any man. If he wrote his qualification inside the bill of divorce, even if he then erased it, the bill is invalid since it was not written in a valid manner.

9:2 If a man says to his wife while handing her a bill of divorce: You are hereby permitted to marry any man, except to marry my father or to marry your father, to marry my brother or to marry your brother, to marry a slave or to marry a gentile, or to marry anyone to whom she cannot legally become betrothed, the divorce is valid. Since these men cannot betroth her anyway, his qualification is meaningless. If he says to her: You are hereby permitted to marry any man, except for when doing so violates the following: The prohibition against a widow being married to a High Priest; the prohibition against a divorcée or a yevama who performed halitza [halutza] being married to a common priest; a mamzeret or a Gibeonite woman being married to an Israelite man; an Israelite woman being married to a mamzer or to a Gibeonite man; or marrying anyone to whom she can legally become betrothed, even if this betrothal would be a transgression, such as in the aforementioned cases; in all of these cases the divorce is invalid. His statement renders it a partial divorce, as the woman is still not permitted to marry any man who is eligible to betroth her.

9:3 The basic, essential, element of a bill of divorce is: You are hereby permitted to marry any man. Rabbi Yehuda says that there is also another essential sentence: And this that you shall have from me is a scroll of divorce, and a letter of leave, and a bill of dismissal to go to marry any man that you wish. And the basic element of a bill of manumission for a maidservant is: You are hereby a free woman, or: You are hereby your own.

9:4 Three bills of divorce are invalid ab initio, but if the woman marries another man on the basis of one of these bills of divorce the lineage of the offspring from this marriage is unflawed. In other words, she is not considered to be a married woman who engaged in sexual intercourse with another man, which would impair the lineage of their child. These three bills are: A bill of divorce that the husband wrote in his handwriting but has no signatures of witnesses on the document at all, a case where there are signatures of witnesses on the document but there is no date written on it, and a case where there is a date written on it, but it contains only one witness. These are the three invalid bills of divorce with regard to which the Sages said: And if she marries, the lineage of the offspring is unflawed. Rabbi Eliezer says: Even though there are no signatures of witnesses on the document, but he handed it to her in the presence of two witnesses, it is a valid bill of divorce. And on

the basis of this bill of divorce the woman can collect the amount written for her in her marriage contract even from liened property, as Rabbi Eliezer maintains that the witnesses sign the bill of divorce only for the betterment of the world. If no witnesses sign a bill of divorce the husband can contest its validity at any time by denying that he wrote it. Nevertheless, the witnesses' signatures are not an essential part of a bill of divorce.

9:5 With regard to a case of two men who sent their wives two identical bills of divorce with an agent, as both their names and their wives' names are identical, and the two bills of divorce were mixed up, the agent should hand both bills of divorce to this wife and both of them to that wife, so that each wife definitely receives her bill of divorce, although it is unclear which one is hers. Therefore, if one of the bills of divorce was lost before it was given to both women, the other is void, because it is unknown which bill of divorce was meant for which woman. With regard to five husbands who wrote a general wording in the bill of divorce, i.e., who wrote one common bill of divorce for their wives with a single formula, writing that so-and-so divorces his wife so-and-so, and so-and-so divorces so-and-so, and the witnesses signed below, in this case all of these bills of divorce that were combined into one bill are valid; and the bill must be handed to each and every wife individually, so they will all be divorced by it. If the scribe was writing a separate formula in the bill of divorce for each and every couple, and the witnesses signed below, the formula with which the witnesses' signatures are read is valid. In other words, the formula directly underneath which they signed is valid, and the others are not valid.

9:6 With regard to two bills of divorce that a scribe wrote on the same paper one next to the other, and the signatures of two Hebrew witnesses, i.e., witnesses who signed in Hebrew from right to left, extend from underneath this bill of divorce on the right to underneath that bill of divorce on the left, and the signatures of two Greek witnesses, i.e., who signed in Greek from left to right, extend from underneath that bill of divorce on the left to underneath this bill of divorce on the right, the bill of divorce with which the names of the first two witnesses are read [nikra'in] is valid. The other bill of divorce is invalid, as it is not considered signed by these witnesses. If one witness signed in Hebrew from right to left, and one witness signed beneath him in Greek from left to right, and underneath that signature one witness signed in Hebrew, and beneath him one witness signed in Greek, with the signatures extending from underneath this bill of divorce to underneath that bill of divorce, both bills of divorce are invalid.

9:7 If a scribe left out part of the bill of divorce and wrote it in the second column, i.e., the bill of divorce is written in two columns on one paper, and the signatures of the witnesses are beneath the second column, it is a valid bill of divorce. If the witnesses signed at the top of the column, on the side, or on the back of an ordinary, non-folded bill of divorce, it is invalid. If the scribe placed the top of this bill of divorce next to the top of that bill of divorce so that both are written in the same column but with the text in opposite directions, and the witnesses signed in the middle, between the bills of divorce, both bills of divorce are invalid. If he placed the end of this

bill of divorce next to the end of that bill of divorce, and the witnesses signed in the middle between them, the bill of divorce with which the witnesses' signatures are read, i.e., the bill that is written in the same direction as the signatures, is valid. If he placed the top of this bill of divorce next to the end of that bill of divorce, and the witnesses signed in the middle, the bill of divorce at the end of which the witnesses are read, i.e., the upper bill of divorce, is valid.

9:8 With regard to a bill of divorce that was written in Hebrew and its witnesses signed in Greek, or that was written in Greek and its witnesses signed in Hebrew, or in which one witness signed in Hebrew and one witness signed in Greek, or if a bill of divorce has the writing of a scribe, and the scribe identifies his handwriting, and one witness verifies his signature, it is valid as though two witnesses testified to ratify their signatures. As for the wording of the signature, if a witness signed: So-and-so, witness, without mentioning his father's name, it is valid. Similarly, if he did not write his name and instead wrote: Son of so-and-so, witness, it is valid. If he wrote: So-and-so, son of so-and-so, but did not write the word witness, it is valid. And this is what the scrupulous people of Jerusalem would do, i.e., they would sign without the word witness. As for the names of the husband and wife, if the scribe wrote his surname [hanikhato] or nickname and her surname or nickname, it is valid. With regard to a bill of divorce that the husband was compelled by the court to write and give his wife, if he was compelled by a Jewish court it is valid, but if he was compelled by gentiles it is invalid. But with regard to gentiles they may beat him at the request of the Jewish court and say to him: Do what the Jews are telling you, and it is a valid divorce.

9:9 If a rumor circulated in the city that an unmarried woman is betrothed, she is considered to be betrothed. Similarly, if a rumor circulated that a married woman is divorced, she is divorced, provided there is no valid alternative explanation [amatla] for the rumor. What is considered a valid explanation? For example, it is a case where there is a rumor that so-and-so divorced his wife but that the bill of divorce was given to her conditionally. It is therefore possible that the condition was not fulfilled and she is not actually divorced. Similarly, if there is a rumor that a woman was betrothed but that the man threw her betrothal, i.e., the money or document of betrothal, to her, and it is uncertain whether it was closer to her and uncertain whether it was closer to him, and therefore the status of their betrothal is likewise uncertain, this is considered a valid explanation.

9:10 Beit Shammai say: A man may not divorce his wife unless he finds out about her having engaged in a matter of forbidden sexual intercourse [devar erva], i.e., she committed adultery or is suspected of doing so, as it is stated: "Because he has found some unseemly matter [ervat davar] in her, and he writes her a scroll of severance" (Deuteronomy 24:1). And Beit Hillel say: He may divorce her even due to a minor issue, e.g., because she burned or over-salted his dish, as it is stated: "Because he has found some unseemly matter in her," meaning that he found any type of shortcoming in her. Rabbi Akiva says: He may divorce her even if he found another woman who is better looking than her and wishes to marry her, as it is stated in that verse: "And

it comes to pass, if she finds no favor in his eyes” (Deuteronomy 24:1).