

OVERVIEW of the Daf

1) Rulings of R' Yochanan pertaining to documents (cont.)

The reason R' Yochanan ruled that it is necessary to repeat the essential facts of the documents in the last line is explained by R' Amram.

R' Nachman asks R' Amram for proof of his explanation.

R' Amram presents an acceptable proof of his explanation.

2) A document with a line and a half of empty space

The Gemara inquires whether a document is valid if a line and a half are left empty.

An unsuccessful attempt to resolve this question from a Baraisa is presented.

Another Baraisa proves that a document with a line and a half of empty space is valid.

3) One of the witnesses is discovered to be invalid

The remainder of the Baraisa teaches that if one of four or five witnesses is discovered to be invalid the document is nevertheless valid.

This ruling is a support for a similar ruling from Chizkiyah. ■

REVIEW and Remember

1. What is the significance of the rule that we do not learn anything new in the last of a document?

2. Why do two empty spaces after the text invalidate the document?

3. Is a document with a line and a half left empty valid?

4. What sukkah halacha teaches us something about the laws of documents?

Today's Daf Digest is dedicated
 By the Feder and Rubinoff families
 in memory of their mother
 מרת מלכה בת ר' ירחמיאל הכהן, ע"ה

Distinctive INSIGHT

When do non-valid witnesses ruin the document?

היו ארבעה וחמשה עדים חתומין על השטר ונמצא אחד מהם קרוב או פסול לתקים עדות בשאר

The Gemara in Gittin (18b) discusses a document which has a relative or disqualified witness signed upon it first, followed by two valid witnesses. There are two opinions in this case. Some say that the document is kosher, as the first signature was clearly affixed as an observer (לשם תנאי, and not as a witness. Others say that the document is not valid, in order that no one think that other documents with disqualified witnesses are kosher.

The Rishonim point out a question from our Gemara, where we find that we can disregard any disqualified signatures written on a document, as long as the document can be authorized based upon the remaining signatures. Our Gemara does not differentiate if the non-valid signature is written first, or if it is in the middle of the list, nor does our Gemara recognize the dissenting opinion in Gittin which does not allow any participation of non-valid witnesses and their signatures.

Tosafos in Gittin (ibid. ד"ה אמרי) makes a distinction between a גט and other documents. When the witnesses of a גט prepare to sign, they all gather together to sign in each other's presence. When they allow this disqualified person to sign first, it appears as if they consider him to be one of the main signatories. This would mislead others to believe that non-valid witnesses may sign on other documents. In regard to other documents, however, even if the first signatory is known to be a relative or non-valid witness, no one will think that this person necessarily signed as a kosher witness. The witnesses for this type of document do not convene together before affixing their signatures, so people would assume that the relative or non-valid witness signed first because he happened to be present at that moment.

Tosafos Ri"ד explains that our case is where the kosher witnesses signed first, and the non-valid signatures were at the bottom. Anyone seeing this document would assume correctly that the document is valid due to the kosher signatures. The Gemara in Gittin is referring to a case where the non-valid signature appears first. There we must disqualify it, because anyone seeing the document might mistakenly think that the גט is valid due to the improper signatures which appear at the top of the list.

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HALACHAH Highlight

A document with two empty rows

הרחיק את העדים שני שיטין מן הכתב פסול

If the witnesses were distanced two rows from the text of the document it is invalid.

The Gemara discusses the issue of one who leaves two empty rows between the text of the contract and the signatures of the witnesses and rules that such a contract is invalid. Rashbam¹ explains that even if the witnesses were to come and testify that nothing was added from the time they signed the contract it is nevertheless invalid. The reason is that the contract was not made according to the standards of halacha and thus it is by definition invalid. Yad Ramah² further elaborates on this theme and writes that by leaving two rows empty there existed the possibility that someone could falsify the document. The potential for forgery is enough to disqualify the document even if the witnesses could confirm that nothing about the document was forged.

Darchei Moshe³ discusses the case of a witness who signed a document and left two rows between the text of the document and his signature. The second witness then signed on the line above the first witness's signature so that there was only one line left empty between the text and the signatures. Darchei Moshe cites authorities who ruled that although this is not the correct way to draw up a document it is nevertheless valid. Vilna Gaon⁴ explains that the ruling is based on a later Gemara (162b) that rules that a document that has two empty rows could be made valid by filling

(Insight...continued from page 1)

Ramban says that the problem in Gittin of invalid signatures is due to the specific case being discussed there, where the husband told a group of ten people, "I want all of you to write a גט for my wife." R' Akiva rules that all must sign—two as witnesses, and the rest in order to fulfill the husband's instructions. There, if the non-valid witnesses sign first, it would appear that they are among the two who are the real witnesses. This is why the גט is not valid if their signatures are at the top of the list. ■

in the empty row with the signature of a relative. If a document could be made valid by having a relative sign his name in one of the empty rows certainly a document should be valid if while signing the document one of the witnesses signed his name in a higher row to fill in one of the empty rows. The reason this practice is only בדיעבד, explains Yeshuos Yaakov⁵, is to take into account those opinions who maintain that when one witness signs his name to a document written by a scribe the document is valid. According to this opinion once the first witness signed the document it is already completed with the signature more than two lines from the text. Therefore, to account for all opinions the first witness should be careful to sign after only one blank line in the document. ■

1. רשב"ם ד"ה הרחיק.
2. יד רמ"ה ד"ה אמר.
3. דרכי משה אה"ע סי' ק"ל אות ו'.
4. ביאור הגר"א שם אות ו'.
5. ישועות יעקב שם סק"ג. ■

STORIES Off the Daf

An overabundance of witnesses

"מלאהו קרובים כשר..."

A certain man gave his wife a kesuvah that was witnessed by a number of eidim. Unfortunately, their marriage did not work out, and the husband finally gave his wife a divorce. But when it came time to collect the sizable kesuvah, the ex-husband insisted that the wife must prove that it was not forged. She found witnesses to attest to two of the signatures, but the husband

insisted that she was obligated to prove that all the signatures were valid. "If you do not, then it is as if the document had only two witnesses, and you bring proof to the validity of one of them. Surely this is not acceptable proof until you validate both signatures."

When this question was brought before the Rashbah, ז"ל, he repudiated the husband's reasoning. "How could any thinking person believe this preposterous reasoning? Two witnesses are always sufficient; so why should our case be different? I would not even bother writing proofs against this ab-

surd notion, but I do so to remove it from the husband's heart. We find a clear proof against this in Bava Basra 162. There we see that if there is a space of two lines between the witnesses and the text of a document, the document is invalid. However, if one filled in the space with his relatives' signatures, the document is valid. It is clear that if there are two good witnesses, the rest are irrelevant, since even if it was signed by his relatives—who are invalid as witnesses—the document is kosher!"¹ ■

1. שו"ת הרשב"א, ח"א, סי' אלף צ"ב ■

