

## OVERVIEW of the Daf

### 1) Two lines of empty space

The Gemara inquires whether the two lines of empty space that invalidates a document includes two lines of text and the space between them or only the size of two lines of text without the space.

R' Nachman bar Yitzchok answers that it is logical to assume that it includes the space between the lines.

R' Shabtai in the name of Chizkiyah asserts that the two lines are measured based on the size of the writing of the witnesses rather than the scribe.

R' Yitzchok ben Elazar asserts that it is measured according to the space it would take to write the phrase **לך לך** twice, once atop the other, which is two lines and four spaces.

R' Chiya bar Ami in the name of Ulla maintains that it is two lines and three spaces.

R' Avahu holds that it is the size of one line and two spaces.

### 2) Certification

Rav asserts that the two line space that invalidates a contract does not apply to the space between the witness's signatures and Beis Din's certification.

The Gemara discusses and clarifies why there is a difference regarding the allowable space between the text and the signatures, and the allowable space between the signatures and the certification.

R' Yochanan maintains that between the signatures and the certification even one line of empty space invalidates the certification.

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## REVIEW and Remember

1. What are the three opinions regarding the amount of empty space that invalidates a document?  
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2. What is the reason a document is valid even if there are two or more lines of empty space above the certification?  
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3. What is the minimum number of lines for a valid document?  
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4. What is the point of dispute between Rav and R' Yochanan?  
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## Distinctive INSIGHT

### Signing below a scratch-out

בי דינא אטייטא לא חתימי

The Baraisa taught that a document is disqualified if two lines are left blank (without writing) at the bottom. Rav explains that this is only a problem if the two blank lines are between the end of the text of the document and the signatures of the witnesses. However, if two lines (or more) are left blank between the signatures of the witnesses and the authorization of the court (**אשרתא**) which appears below it, the document is kosher.

The Gemara notes that we must obviously disqualify the **שר** due to the danger that two blank lines under the body of the document provide room for anyone to illegally add to the text whatever he wants. However, this same risk exists where the space is left under the witnesses' signatures, because someone may write whatever he wishes, and the signatures of the court judges will appear as authorizing this extra provision.

The Gemara answers that it is true that the document will not be valid if the space between the witnesses' signatures and that of the judges is left empty. Rav only permits the space to be without writing if the space is filled in with ink (it was crossed out or scribbled out). The Gemara quickly points out that this same ploy will not work to validate the document if we cross out the space above the witnesses' signatures, because we would interpret their signatures to be an authorization of the scribble, i.e., as verification that the marked out area indeed contained no important information, and that it was not erased illegally. The testimony would then not be interpreted to be for the document itself. However, the judge's signatures are never affixed to confirm scratch-outs, so when the area is scratched out, we understand that the judges are confirming the document and its witnesses.

The difference between the function of the witnesses and that of the judges is explained by the Rishonim. Rashbam explains that witnesses may be knowledgeable people, or they may be **עמי הארץ**. They might mistakenly think that it is appropriate to sign below a scratch-out. This is not true for judges, who are competent and aware of court procedures, and that signing below a scratch-out still indicates that they are verifying the document.

**יד רמה** explains that judges' **אשרתא**, the authorization, clearly spells out the purpose of this seal of the court, and that is to verify the signatures of the witnesses. Witnesses, however, do not specify the purpose of their signatures. Therefore, we must suspect that they are confirming that no important information was obliterated, rather than to confirm the event depicted in the document itself.

**ש"ך** notes that the judges sign below the **אשרתא**, and not directly below the scratch-out. Witnesses sign below the scratch-out, which leads us to our doubts regarding their intent. ■

# HALACHAH Highlight

## Signing a document in the middle of the line

שטר הבא הוא ועדיו בשיטה אחת כשר

*A document that comes with the text and the witnesses' signatures in one line is valid*

Bach<sup>1</sup> questions the Gemara's ruling that a document that has the text and the signatures of the witnesses on one line is valid. The consequence of this ruling is that if witnesses sign their name in the middle of a line (in a line below the text of the document) rather than at the margin the document is invalid. The reason for this ruling is that there is a concern that witnesses will sign their names in the middle of the line and someone will insert information in the empty part of the line ahead of those signatures creating a forged document. Why couldn't the enactment, asks Bach, have been set up in the opposite manner? They could have ruled that a document with the text and the witness's signatures in one line is invalid and as a consequence a document in which the witnesses signed in the middle of the line would be valid since it would not be possible to forge the document.

Taz<sup>2</sup> rejects the premise of Bach's question that there was an enactment to validate one document and to invalidate another. The rationale behind the rulings is out of practical considerations. It is difficult for witnesses to sign their names di-

*(Insight...continued from page 1)*

signatures, and the allowable space between the signatures and the certification.

### 3) Erased parchment

Rav rules that a document is valid even though the text and signatures are on erased parchment. ■

rectly below the text of the document. Therefore, when witnesses leave an empty line between the text of the document and their signatures they are behaving in a way that is normal and expected and as a result that style must constitute a valid document. Once a document is valid if there is an empty line, it is invalid when there is no space between the text and signatures since there is a suspicion that someone cut off the top of the document and wrote one line of text above the witness's signatures. Regarding a document that has the text and the signatures in one line there is no reason to invalidate such a document. Although the consequence of this is that a document with the text on one line and the signatures in the middle of the next line will be invalid since such a document could lead to forgery, as mentioned earlier, it is not a limiting enactment since generally witnesses sign at the beginning of the line. ■

1. בי"ח חו"מ סי' מ"ה סעי' כ"ד.

2. ט"ז שם על סעי' י"ט. ■

# STORIES Off the Daf

## Filling in the Blanks

"אפילו טובא נמי..."

A certain man grudgingly agreed to give his wife a divorce, but since she lived in a distant country he told a relative who was in touch with her that if she insisted he was willing to give a גט. The wife was overjoyed to hear this. She immediately went to beis din to arrange a גט שליח לקבלה to receive her גט, and they filled out the הרשאה authorizing that her messenger was genuine. Unfortunately, the document the beis din used concluded in the middle of a line which left a large space. The beis din had written a line over the space and signed below, but the rav presiding over the גט was not confident that this was sufficient

and he was afraid to rely on this document. Of course, a שליח לקבלה who brings an invalid authorization cannot receive the divorce.

However, there was a serious problem. Since the husband still wished to reconcile with his wife, he had been unwilling to send the גט with his own messenger and would not even consent to use his wife's messenger as his own. The rav sent an inquiry to the beis din that had issued the document. Since the rav was unsure about the halachah, he also sent a letter detailing the problems to Rav Horowitz, ז"ל.

Rav Horowitz responded, "First of all, I hope you already have an answer from the beis din which issued the הרשאה, but I will answer your question as though you have not heard from them. The source for any possible prob-

lem is Bava Basra 163. There we find that Rav allowed even a big space in a validation document if the space was filled in with ink. Now although you raised some important points, it is clear from the Shach that making a line is preferable to filling the space with ink.<sup>1</sup> Although this is not the best way to write a document, it is surely valid. This is clear from the Gemara which states that they had standard forms for גיטין and the like.<sup>2</sup> Clearly the space they left for names was too large for short names and they could not always elongate the names to fill the entire space, and this is the practice of most batei din today, for those with very short names. Why should a line at the end of a document be any worse?"<sup>3</sup> ■

1. ש"ך בחו"מ, סי' מ"ו, ס"ק פ"ח

2. בגיטין דף כ"ו

3. שו"ת קנין תורה, חו"מ, סי' קמ"ב ■