



OVERVIEW of the Daf

1) An agent that receives mixed messages (cont.)

R' Ashi refutes the inference the Gemara made from Rav's ruling.

Rav's ruling is unsuccessfully challenged from our Mishnah.

Rava cites proof for the principle that once the husband decides to divorce his wife he intends to use any method that is effective.

The proof is rejected.

Another unsuccessful attempt is made to refute Rav's ruling.

2) The husband's ability to retract once he appointed an agent to deliver the גט

A Baraisa presents a dispute whether a husband can retract the authority he gave to an agent and the dispute related to the language utilized by the husband when he appointed the agent.

It is noted that Rebbi and Tanna Kamma seemingly adopt the same position.

The case where they disagree is identified. Alternatively, it is suggested that they are in fact one opinion.

The Gemara inquires whether **הילך** means **זכי** according to R' Nosson, cited in the previous Baraisa.

On the third attempt the Gemara demonstrates that according to R' Nosson **הילך** is equivalent to **זכי**.

3) Defining the term הולך

Rav issues a ruling about a case where the husband used the term **הולך** which implies that he is uncertain whether the term **הולך** is an instruction to acquire the גט.

A contradictory statement of Rav is cited in which he rules that **הולך** does mean to acquire.

The Gemara distinguishes between the two cases.

4) Appointing an agent to accept her גט from the husband's agent

Rav and R' Chanina disagree whether a woman can appoint an agent to accept her גט from the husband's agent.

Two explanations for Rav's position are offered.

The difference between these two explanations is identified.

A related incident is cited.

5) Writing numerous גיטין

The Gemara records an incident which starts a discussion that ends with the ruling that once witnesses were authorized to write a גט they may write even one hundred gittin, if necessary, until a valid גט was delivered.

The Gemara inquires about the halacha of a man who instructed the witnesses to write and give the גט to another agent who will deliver the גט and the agent lost the גט.

Ravina asks R' Ashi a related question and both inquiries remain unresolved.

6) Language of acceptance

A Baraisa presents different expressions that authorize a woman's agent to accept the גט on her behalf.

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Distinctive INSIGHT

To what extent is the expression "**הולך**" tantamount to "**זכי**"? הוא אומר הולך ותן לה, זכי לה, והתקבל לה, רצה לחזור לא יחזור

The Gemara discusses a case where the wife gave specific instructions to the agent to accept her גט for her, and the agent told the husband the message regarding the wife's charge. The Baraisa rules that the גט is valid even if the husband gave the גט while using a slightly different expression of **הולך**, **תן** or **זכי** ("take," "give" or "accept it for her"). We can conclude from here that the expression of "**הולך** / take" is the same as "**זכי** / acquire". Rashba writes that he has a doubt to what degree the expression of "**הולך**" is valid. Even according to those who hold that the Gemara's conclusion is that such an expression is acceptable, is the גט valid immediately as the גט arrives in the hands of the agent, even before it is delivered into the hands of the woman? If this is the case, it would mean that the husband's instructions to "take this to my wife" are not to be understood literally, as the divorce is valid immediately, and there is no need for the agent to actually bring it to her at all. Accordingly, the husband is just mentioning that the agent may bring the document to the woman if he so wishes.

On the other hand, perhaps the husband's intent is that the agent must deliver the גט to the woman. Although the expression "**הולך**" is tantamount to the husband's saying "**זכי**," and the divorce is effective upon it being presented to the agent, the husband has given instructions that the document be delivered to the woman. This would mean that there is a condition which must be met, and only when the document is given to the woman will the divorce be valid retroactively to the moment

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REVIEW and Remember

1. If a minor appoints an agent to accept an גט on her behalf, when does the גט become valid?
2. Do Rebbe and Tanna Kamma subscribe to the same position regarding **הולך כזכי**?
3. What is the reason a woman may not appoint an agent to accept her גט from the husband's agent?
4. What are other expressions that mean "accept"?

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By the Mauer Family
לע"נ ר' חיים בן ר' מרדכי לייב

HALACHAH Highlight

Making a mistake in a גט about the name of the city

ההיא דהו קרו לה נפאתה אזול סהדי כתוב תפאתה

There was a woman named נפאתה and the witnesses wrote her name as תפאתה

There was once a man from Buenos Aires who divorced his wife. Many years later he asked the Beis Din for a copy of his גט, and he immediately realized that the גט only identified the city as Buenos and the scribe had left out the word Aires. The local rabbi reasoned that the גט should be valid even though the name of the city was not properly identified but since the question related to the very serious and sensitive issue of a married woman he sent the question to Rav Meshulam Roth, author of Teshuvos Kol Mevaser¹, for a ruling.

The Kol Mevaser cites the ruling of Shulchan Aruch² that if the scribe changed the name of the city in a גט, the גט is invalid but if the woman is already remarried, she is not required to leave the second husband. Sefer Get Pashut³ adds that even if a strict ruling will leave the woman an agunah because she will not be able to obtain another גט she is nonetheless prohibited from remarrying with this invalid גט. Kol Mevaser notes that when a mistake was made writing the name of the man or the woman it does not matter whether the mistake produced a different name or it was merely a corruption of their actual name; the result is the same and the גט is invalid. Proof to this is found in our Gemara which recounts

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it was given to the agent. This would also mean that the woman would not be allowed to remarry until such time as the גט is actually delivered into her hands.

Ritva disagrees with Rashba, and he explains that when the Gemara determines that "הולך" is the same as "זכי" it means that just as זכי, and the divorce is valid immediately and unconditionally. The agent need not bring it to the woman at all. Ritva feels that this is so, as the Baraisa lists all valid expressions which the husband may use in one list, thus indicating that they share the same law. ■

that there was a woman named נפאתה and the witnesses wrote the name תפאתה and the Gemara refers to this גט as worthless earthenware. Teshuvos Re'em⁴ makes the point that even though the witnesses did not refer to her by what would constitute a different name, nevertheless, since it was a mistake regarding the accuracy of her name the גט is invalid. Accordingly, the same rule should apply when a mistake is made regarding the name of the city and even if the גט did not refer to a different city, once the name was written incorrectly the גט should be invalid.

Kol Mevaser further explains that since the name Buenos Aires (Spanish for good air) is a combination of two words and just as if one wrote the name Ben rather than Benzion the גט would be invalid, so too when the גט says Buenos without the word Aires the גט is invalid. ■

1. שו"ת קול מבשר ח"ב סי' ב'.

2. שו"ת אה"ע ריש סי' קכ"ח.

3. גט פשוט שם סק"ה.

4. מובא דבריו בשו"ת קול מבשר הני"ל. ■

STORIES Off the Daf

A Faulty Contract

"כותבין ונותנין אפילו מאה פעמים..."

A certain man had fallen on hard times and was in desperate need of a loan. After much searching he finally found a generous man who was willing to lend him the requisite sum. The borrower owned property that exceeded the value of the loan. The wealthy man was extremely busy with his many commitments, so he sent a trusted friend to bring the money. The friend and a pair of designated witnesses met the borrower at a scribe's residence and handed over the money in exchange for a contract duly signed by the witnesses. When the gevir's messenger looked over the signed docu-

ment he was filled with dread; as the amount of the loan, the sofer had written one thousand instead of one hundred.

The group wondered what to do. The lender's messenger insisted they draw up another document, but the witnesses were not certain if it would be permitted. Although there had been a mistake, perhaps since they had already presumably completed their assigned task they had no real right to invalidate the first document. Could they really nullify a legally ratified document regarding ten percent of the loan and re-draft a second document for the entire thousand? They consulted a local Rav who was unsure.

When this Rav consulted the Rosh, ז"ל, however, he received a decisive ruling. "Since the witnesses know there was

a clear error, they may destroy the mistaken document and write a new document. This emerges clearly from the Gemara in Gittin 63. There we find that they when the husband designated people to write and give a divorce to his wife and they got a name wrong or lost it, they may write another divorce. The Gemara concludes that they should continue to write it even a hundred times until they finally get it right.

"The same holds true in our case. They are still agents of the borrower until they get it right!"¹ ■

1. שו"ת הרא"ש, כלל ס"ח, סימן ל"א

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7) MISHNAH: The Mishnah describes the procedure that must be followed when a woman appoints an agent to accept her גט on her behalf. ■