

## מסכת גיטין · דף י"א ע"א

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## THE SUGYA

In this daf, we continue our deep dive into the sugya of shetaros (documents) that are processed in gentile courts. The Gemara begins by clarifying the exact nature of the gentile names that are considered unambiguous, such as Hurmiz or Abbudina, which prevents any concern that people might mistakenly rely on them as Jewish witnesses. We then analyze the structure of our Mishnah, exploring whether Rabbi Shimon's ruling on bills of divorce and manumission applies only to these distinct names, or if the Mishnah shifts its focus to financial documents.

We also learn a chashuve Baraita from the Tosefta where Rabbi Elazar, the son of Rabbi Yosei, clarifies the exact scope of the machlokes between Rabbi Akiva and the Rabbis regarding documents prepared by a common gentile outside of court. This leads into the shitta of Rabban Shimon ben Gamliel, who introduces a crucial distinction based on geographic location, specifically whether we are dealing with a place where Jews are permitted to sign documents or not.

*All introductions, summaries, and contextual notes are the editor's commentary and are not part of the original text.*

## EXPLANATION

## בשמות מובהקין.

The Mishnah's ruling that gentile signatures are valid on a get applies only **with unambiguous** gentile **names**, where it is obvious to all that the witnesses are gentiles.

## QUESTION

## היכי דמי שמות מובהקין?

The Gemara asks: **What are the circumstances of unambiguous names** that are clearly gentile?

## ANSWER

אמר רב פפא, כגון: הורמז, ואבדינא, בר שיבתאי, ובר קידרי, ובאטי, ונקים אונא.

Rav Pappa said: For example, names such as Hormiz, and Abudina, bar Shibtai, and bar Kidri, and Bati, and Nekim Una, which are never used by Jews.

## INFERENCE

## אבל שמות שאין מובהקים מאי – לא?

The Gemara infers: **But** if the document was signed with gentile **names that are not unambiguous**, i.e., names that are also used by Jews, **what** is the halacha? Is it **not** valid?

## OBJECTION

אי הכי, אדתני סיפא: לא הוזכרו אלא בזמן שנעשו ביהודי; לפלוג וליתני בדידה: במה דברים אמורים – בשמות מובהקין, אבל שמות שאין מובהקין – לא!

If so, instead of teaching in the latter clause of the Mishnah: They were mentioned only when they were prepared by a common person, let him distinguish and teach a distinction within the case of the gentile court itself, as follows: In what case are these words said, that gentile signatures are valid? With unambiguous names; but with names that are not unambiguous, no, they are invalid!

#### RESOLUTION

הכי נמי קאמר: במה דברים אמורים – בשמות מובהקין, אבל בשמות שאין מובהקין, נעשה כמי שנעשו בהדיוט, ופסולין.

The Gemara answers: This is also what he is saying in the Mishnah: In what case are these words said? With unambiguous names; but with names that are not unambiguous, it becomes like a document that was prepared by a common person, and they are invalid.

#### RESOLUTION

ואיבעית אימא: סיפא אתאן לגיטי ממון, והכי קאמר: לא הוהכרו גיטי ממון דפסולין, אלא בזמן שנעשו בהדיוט.

And if you wish, say instead: The latter clause of the Mishnah does not refer to bills of divorce at all; rather, we have arrived at financial documents, and this is what it is saying: Financial documents were mentioned as invalid only when they were prepared by a common person, but if they were prepared in a gentile court, they are valid.

#### BRAISA

תנא: אמר רבי אלעזר ברבי יוסי, כה אמר רבי שמעון לרחמנים בציידן: לא נחלקו רבי עקיבא ורחמנים על כל השטרות העולין בערפאות של גוים, שאף על פי שחותמיהן גוים – כשרים, ואפילו גיטי נשים ושחרורי עבדים;

It was taught in a Braisa: Rabbi Elazar, son of Rabbi Yosei, said: This is what Rabbi Shimon said to the Sages in Tzaidan: Rabbi Akiva and the Sages did not disagree regarding all documents that are produced in gentile courts, that even though their signatories are gentiles, they are valid, and even bills of divorce and bills of manumission are valid if prepared in their courts.

#### BRAISA

לא נחלקו אלא בזמן שנעשו בהדיוט – שרבי עקיבא מכשיר, ורחמנים פוסלים – חוץ מגיטי נשים ושחרורי עבדים.

They disagreed only when they were prepared by a common person, as Rabbi Akiva deems such a document valid, and the Sages deem it invalid, except for bills of divorce and bills of manumission, which even Rabbi Akiva agrees are invalid when prepared by a common gentile.

#### BRAISA

רבן שמעון בן גמליאל אומר: אף אלו – כשירין במקום שאין ישראל חותמין, אבל במקום שיששראל חותמין – לא.

Rabban Shimon ben Gamliel says: Even these, bills of divorce and manumission, are valid when signed by gentiles, but only in a place where Jews do not sign on documents at all; but in a place where Jews sign, no, they are not valid, because people might mistake the gentile signatures for Jewish ones.

QUESTION

מקום שאין ישראל חותמין נמי, ליגזור אטו מקום שישראל חותמין!

The Gemara asks: In a place where Jews do not sign, also, let us decree that they are invalid on account of a place where Jews do sign!

ANSWER

שמה בשמה מחלה, אתרא באתרא לא מחלה.

The Gemara answers: A name may be confused with another name, and one might mistake a gentile name for a Jewish one; but a place is not confused with another place, as everyone knows which towns do not allow Jews to sign.

STATEMENT

רבינא סבר לאכשורי בכנופיאתה דארמאי, אמר ליה רפרם: "ערפאות" תנן.

The Gemara relates: Ravina thought to validate a document that was written by a gathering of gentiles who were not an official court. Rafram said to him: We learned in our Mishnah "courts", meaning only an established, official court of gentiles is valid, not just any gathering.

RULING

אמר רבא: האי שטרא פרסאה, דמסריה ניה ליה באפי סהדי ישראל – מגבינן ביה מבני חרי.

Rava said: This Persian document, which the debtor delivered to him in the presence of Jewish witnesses of transmission, we collect with it from unencumbered property.

QUESTION

והא לא ידעי למיקרא?

The Gemara asks: But do they not need to read it, and these Jewish witnesses do not know how to read Persian?

ANSWER

בדידעי.

The Gemara answers: Rava is speaking of a case where they do know how to read it.

QUESTION

והא בעינא כתב שאינו יכול לזייף, וליכא!

The Gemara asks: But do we not require script that cannot be forged, and in Persian documents there is none, as they do not use forgery-proof ink or paper?

ANSWER

בדאפיצין.

The Gemara answers: We are dealing with paper that was treated with gall-nut juice, which makes forgery impossible.

QUESTION

והא בעינא "צריף" שיחזיר מענינו של שטר בשיטה אחרונה, וליכא!

The Gemara asks: **But do we not require** that **one must repeat the essence of the document in the final line**, and in Persian documents **there is none**?

ANSWER

בְּדִמְיוֹ.

The Gemara answers: We are dealing with a document **where it does repeat** the essence in the final line.

QUESTION

אִי הָכִי מִמַּשְׁעָבְדֵי נָמִי!

The Gemara asks: **If so**, that it is a perfectly valid document, he should be able to collect **from encumbered property as well**!

ANSWER

לִית לֵיהּ קֶלָא.

The Gemara answers: A Persian document **does not have a voice**, i.e., it does not generate publicity among Jews, so buyers of the debtor's land could not have known about the debt.

QUESTION

בָּעָא מִינֵיהּ רִישׁ לָקִישׁ מִרְבִּי יוֹחָנָן:

**Reish Lakish raised a dilemma before Rabbi Yochanan** regarding the validity of certain documents:

#### SUMMARY

The Gemara clarifies that unambiguous gentile names are those like Hurmiz and Abbudina, which prevents any mistaken reliance on them as Jewish witnesses, while ambiguous names render a bill of divorce invalid like a document prepared by a commoner. We learn from Rabbi Elazar son of Rabbi Yosei that Rabbi Akiva and the Rabbis only disputed documents prepared by a common gentile outside of court, and Rabban Shimon ben Gamliel rules that gentile signatures on gitin are only valid in places where Jews do not sign. Finally, the Gemara establishes that documents must be produced by an important gentile court to be valid, and Rava rules that a Persian document transferred in front of Jewish witnesses who can read the language can be used to collect from unencumbered property, provided the document is treated with gall to prevent forgery and summarizes its contents in the final line.

My dear friend, look at what the Gemara is teaching us here about the power of clarity and boundaries. When a document has "unambiguous gentile names" like Hurmiz or Abbudina, there is no worry of confusion; everyone knows exactly who they are dealing with. But when names or situations are ambiguous, doubts creep in, and the entire structure can fall apart. In our own avodah, we often try to walk in gray areas, telling ourselves we can manage the ambiguity. True peace of mind and spiritual safety only come when we establish clear, unambiguous boundaries for ourselves.

We also see that Rava allows a Persian document to be used to collect unencumbered property because Jewish witnesses saw it being handed over. Even though the document itself was written in a foreign tongue and had limitations, the face-to-face, honest connection between people in the presence of witnesses gave it real, practical value. In our daily lives, we must remember that the way we conduct our business and personal relationships must be completely transparent and trustworthy. When we act with absolute integrity, our word carries weight and brings kiddush Hashem into the world.

Today, choose one area of your daily routine—whether in your business dealings, your speech, or your personal boundaries—where there has been some ambiguity, and make a firm, clear decision to establish an absolute boundary there so that your actions remain completely pure and beyond doubt.