



(9a) Returning to issues related to initial relations (continued)

- We quoted Rabbi Elazar saying that the man's statement of lack of betulim prohibits her to him
- Q: Rabbi Elazar says forcing separation requires kinuy/s'tirah, unlike with David/Batsheva!
 - A: Setting kinui/stirah as the sole standard makes no sense; what about witnesses? Rather:
 - Standard 1 – Two witnesses
 - Standard 2 – Kinuy/s'tirah and 1 witness¹
 - Standard 3 – The claim of no hymen
 - Q: Then Batsheva should have been prohibited to Uriah, due to witnesses!
 - A1: That was oness²
 - (9b) A2: Batsheva had a military divorce³ from Uriah^{4 5}
- Abbaye tries to support Rabbi Elazar's statement:
 - The support: Our mishnah said to marry a betulah on Wednesday, to ensure he would go to beit din if he had a claim, and not cool off before he can go to beit din. Why do we care about him cooling off?
 - If it's so that he will pay less for the ketubah, let him pay more if he calms down, who cares?
 - So it must be that we are talking her being prohibited to him, and it's where he says there were no betulim!
 - No – It's talking about where he says there was no bleeding⁶

A man's credibility to cost his kallah her ketubah of a betulah

- Rav Yehudah/Shemuel: Saying there were no betulim is sufficient to cost her the ketubah of a betulah^{7 8}
 - Q: Rav Yosef: We already know this!
 - We've learned that when a chatan eats with his in-laws in Yehudah, he loses the right to claim betulim because they are alone together⁹
 - The deduction:
 - That's only in Yehudah – so in Galil, he can claim betulim!
 - And if we are talking about prohibiting to each other, that should be in Yehudah too!
 - So it must be about costing her the ketubah of a betulah – and it works!
 - A: The Yehudah discussion is re claiming lack of blood, not lack of betulim

1. Rabbi Yitzhak haLevi Herzog (20th century Israel), Heichal Yitzchak 2:40

והנה לסדר גט לכל אחד היוצא למלחמה זהו מן הנמנע בשעה שבא להפרד, וא"א מהבחינה המעשית אלא סידור הרשאה, וגם בה יש לדון הרבה, אך כאן אנו נתקלים בקושי שהבעל בא לחופש, ואם הגט עדיין לא נעשה יש חשש של ביטולו, כשחזר, הבה ונדון בחשש זה. הנה פסק הרמב"ם ז"ל שאם אמר לעדים לכתוב כנ"ל, ונתיחד עם האשה, ואח"כ כתבו העדים הגט ומסרו לה הוא בטל. וכבר נחלקו עליו הרמב"ן וכו' ואומרים שזה רק ספק מגורשת. אך נגד זה, כבר הנחנו שמכיון שנשבע שבועה חמורה וקיבל בהרם שלא לבטל את השליחות, חזקה שלא ביטל כל זמן שלא שמענו ממנו בפירוש. והכל מודים בזה. ועוד נימוק: למה יבטל? חשש זה לא נאמר אלא ברוצה לגרש אשתו מחמת שנאה, אבל זה שרוצה ליתן גט מחמת אהבה, מאין יעלה על הדעת שמשום שחי עמה כדרך איש ואשתו מסתמא ביטל את הגט?

¹ The normal sotah model

² Seriously?! See Mirkevot haMishneh (Chelma) to Issurei Biah 3:2; Shoel uMeishiv III 2:198, and <https://www.etzion.org.il/he/tanakh/neviim/sefer-shmuel-bet/chapter-11-david-and-bat-sheva-part-i>

³ Conditional per Rashi; not conditional per Rabbeinu Tam

⁴ For more on King David and Batsheva and the issue of his sin, see <https://www.yutorah.org/lectures/lecture.cfm/940610/>

⁵ What about in the modern IDF? (Heichal Yitzchak 2:40-41) And note the Tripartite Agreement's attempt to make use of this conditional get

⁶ A claim for which he has greater credibility (Rashi)

⁷ As well as to prohibit them to each other (Tosafot)

⁸ But why, if there is no evidence? (Rashi, based on Rava 10a; and Tosafot למיתב)

⁹ See above 7b

Arranging a *get* for each soldier who goes to war is difficult when they separate, and impossible on a practical level other than by arranging to license [an agent]. In this, too, there is great room for debate. Only, here we stumble into a difficulty when the husband arrives on furlough. If the *get* has not yet been executed, there is concern for cancelling it when he returns. Let us address this concern.

Rambam rules that if one tells witnesses to write thus, and he is then alone with his wife, and then the witnesses write the *get* and deliver it to her, it is void. Ramban and others have disputed this, saying she might be divorced. But opposite this [concern], we have already established that since he swears a serious oath, accepting upon penalty of *cherem* that he will not cancel the agency, we may presume he has not cancelled it so long as we do not hear him do so explicitly. All agree to this. Further: Why should he cancel it? This concern is only where he wants to divorce his wife due to enmity, but he wishes to give the *get* out of love, so why would we assume that because he lived with her as man and wife he should be presumed to have cancelled the *get*?

2. From the Tripartite Agreement, <https://www.yutorah.org/lectures/lecture.cfm/918245/>

Should a Jewish divorce be requested of me for whatever reason, by any Orthodox rabbinical court (*beit din*) selected by my wife, even if at the time of our separation I explicitly reject the particular rabbinical court (*beit din*) she selects, I also appoint anyone who will see my signature on this form or a copy of this form to act as scribe ... I undertake with all seriousness, even with an oath of the Torah, that I will not nullify the effectiveness of the Get... And I nullify any kind of a statement that I may have made which could hurt the effectiveness of the Get to divorce my wife... Even if my wife and I should continue to reside together after the providing of this authorization to divorce her, and even if we have a sexual relationship after I have authorized the writing, signing and delivery of a *Get*, such a sexual relationship should not be construed as implicitly or explicitly nullifying this authorization to write, sign and deliver a *Get*...