The marriage of a male minor – אַשְׁמֵרַת בְּנֵי: If a minor betrothed a woman or married her, his action is of no consequence, as the Sages did not enact betrothal for a minor. There is even a prohibition for a minor boy to live with a woman as his wife. If he transgressed and did so, he need not leave her and it is permitted for her to stay with him until he matures and they have relations, at which point they are considered fully married, according to most opinions (Rambam Sefer Nashim, Hilkhot Ishut 11:6; Shulhan Arukh, Even HaEzer 43:1, and in the comment of Rema, based on Mordekhai).

The marriage of a female minor – אַשְׁמֵרַת בְּנֵי: This scenario involves a female minor who has no father, or whose father married her off and then died; or a female minor who was divorced while she was a minor. If her mother or brothers married her off with her consent, her betrothal is not valid by Torah law but it does apply by rabbinic law. Therefore, she may leave her husband only by a declaration of refusal. The Sages enacted a decree enabling this type of a marriage so that people should not treat her in a disrespectful manner (Rambam Sefer Nashim, Hilkhot Ishut 11:6, Shulhan Arukh, Even HaEzer 155:1).

The enactment of the Sages with regard to the marriage of a deaf-mute – אַשְׁמֵרַת בְּנֵי: Rashi indicates that the Sages enacted marriage for a deaf-mute man so that he will not neglect the mitzvot to be fruitful and multiply. Although a deaf-mute is not obligated in mitzvot, as he is not legally competent, the general instruction: “He created not a waste; He formed it to be inhabited” (Isaiah 45:18), applies to him as well. Apparently, the Sages enacted this decree for his own good, so that he would have someone to help him and attend to his needs.

A deaf-mute, as he will not reach the stage of eligibility for marriage – אַשְׁמֵרַת בְּנֵי: It cannot be suggested that it is possible for someone else to acquire a wife on behalf of a deaf-mute by Torah law. The reason is that a deaf-mute will never be able to contract a marriage himself by Torah law, and therefore no one else can act as his agent for this purpose either (Noda Bihuda).

NOTES

Others would refrain – אַשְׁמֵרַת בְּנֵי: Rashi explains that the difference between a minor and a deaf-mute is that there is a time limit to the refusal of a minor, as she cannot refuse her husband once she reaches the age of maturity, whereas there is no time limit to the refusal of a deaf-mute, as her status is unlikely to change. Other commentators add another reason: Since a deaf-mute is more impaired than a minor, if the Sages gave her permission to leave her marriage by means of refusal, no one would want to marry her (Rashi).

The Gemara explains: In the case of a deaf-mute man and a deaf-mute woman, where the ordinance of the Sages can be fulfilled, i.e., these marriages can be maintained, the Sages enacted marriage for them. By contrast, with regard to an imbecile man and an imbecile woman, where the ordinance of the Sages cannot be fulfilled, as one cannot live with an imbecile partner, in accordance with the well-known saying: A person cannot reside in a basket, i.e., in close quarters, with a snake, the Sages did not enact marriage for them.

The Gemara asks: And what is the difference between a minor, that the Sages did not enact marriage for him,6 and a deaf-mute, that the Sages did enact marriage for him?7 The Gemara explains: In the case of a deaf-mute, as he will not reach the stage of eligibility for marriage8 by Torah law, the Sages enacted marriage for him. Conversely, with regard to a minor, as he will eventually reach the stage of eligibility for marriage by Torah law when he matures, the Sages did not enact marriage for him.

The Gemara raises a difficulty: But there is the case of a minor girl, who will reach the stage of eligibility for marriage by Torah law someday, and yet the Sages enacted marriage for her, as her mother and brothers may marry her off by rabbinic law.9 The Gemara answers: There the Sages issued their decree for a different reason, so that people should not treat her in the manner of ownerless property. If she marries, her husband will watch over her; if not, she might be treated disrespectfully.

The Gemara asks: What is the difference between a minor girl, that she may perform refusal, i.e., she can retroactively nullify her marriage by means of a declaration of refusal of her husband, and a female deaf-mute, that she cannot perform refusal, as the Sages did not establish the option of refusal in her case? Since the marriage of a deaf-mute woman also applies by rabbinic law, why didn’t the Sages establish refusal in her case as well? The Gemara answers: The reason is that if so, i.e., had the Sages enacted refusal for a female deaf-mute, others would refrain10 from marrying her at all, as she can issue a declaration of refusal indefinitely, whereas in the case of a minor there is a time limit with regard to her option of refusal.

The Gemara further asks: What is the difference between a minor girl, that she may partake of teruma11 when she is married to a priest, and a deaf-mute woman, that she may not partake of teruma12 when she is married to a priest, despite the fact that both of their marriages apply by rabbinic law? As we learned in a mishna (Gittin 53b): Rabbi Yohanan ben Gudaga testified with regard to a female deaf-mute whose father married her off, that she can be divorced with a bill of divorce. And he testified with regard to a minor girl, daughter of a non-priest who was married to a priest, that she may partake of teruma, whereas a deaf-mute woman, it may be inferred, may not partake of teruma.
A woman who is a secondary forbidden relative prohibited to him is not entitled to a marriage contract (Rambam Sefer Nashim, Hilkhot Ishut 242; Shulhan Arukh, Even HaEzer 116:1).

A minor girl, that she has a marriage contract, and a deaf-mute woman, that she does not have a marriage contract? As it is taught (Rambam Sefer Nashim, Hilkhot Ishut 242, and Shulhan Arukh, Even HaEzer 116:1).

A deaf-mute man and an imbecile who married halakhically competent women, even if the deaf-mute subsequently regained his senses, and the imbecile regained his competence, their wives have no claim of anything against them, even if their wives received marriage contracts from them. However, if the men wish to maintain these women as their wives after they became fully competent, they have a marriage contract from that point onward.

The Gemara answers: The reason that a deaf-mute woman may not partake of teruma, even if she is married to a halakhically competent priest, is due to a rabbinic decree lest a deaf-mute priest likewise feed teruma to his deaf-mute wife. The Gemara asks: And which prohibition would that violate? Let him feed her, as he is equivalent to a minor who eats meat from unslaughtered animals. This is referring to the halakha that there is no obligation to prevent minors from committing transgressions. Since a deaf-mute, who is not legally competent, has the status of a minor, the same reasoning should apply in this case. Consequently, the court should be under no obligation to prevent this deaf-mute woman from eating teruma unlawfully.

A deaf-mute has no marriage contract – (Rashi). The commentaries explain that these two answers are based on a difference of opinion with regard to the marriage of a minor. According to Rashi it is prohibited to allow a male minor to marry an adult woman, whereas according to Tosafot there is no prohibition against the marriage of a male minor, and sometimes he may even marry above his age (Tosefta Hullot; see Meiri).

A deaf-mute woman has no marriage contract – (Rashi). The commentaries discuss this case in light of the halakha that it is prohibited to maintain a wife without a marriage contract, as this would render her insignificant in her husband's eyes. Furthermore, that in this case the sexual relationship between the couple is considered licentious (Rashba). The Rashba answers that this decree does not apply to the marriage of a deaf-mute man and woman. First, because it is rare for a deaf-mute man to divorce his wife, and second, because this prohibition is relevant only in cases when the woman knows that other women of her stature have a marriage contract, and as she does not have one she might feel that she is being treated like a prostitute. This is not the case for a woman married to a deaf-mute man, as she knows that there is no marriage contract in her situation. All the more so for a deaf-mute woman, who is certainly not discriminating in this regard.
A halakhically competent man who married a deaf-mute or an imbecile — דַּעְתָּן שָׁמָּע֥ה שָׁמָּע֥ה: If a halakhically competent man married a deaf-mute or an imbecile and wrote her a marriage contract, even for one thousand dinars, the marriage contract is valid, as it is as though he gave her a gift (Rambam Sefer Nashim, Hilkhot Ishut 11:5; Shulhan Arukh, Even HaEzer 67:9).

A deaf-mute woman has no marriage contract — דַּעְתָּן שָׁמָּע֥ה שָׁמָּע֥ה: Although the Sages instituted rabbinic marriage for a deaf-mute woman, they did not enact a marriage contract for her. Furthermore, she is not entitled to receive sustenance from her husband, nor is she entitled to any of the conditions normally included in a marriage contract (Rambam Sefer Nashim, Hilkhot Ishut 11:5; Shulhan Arukh, Even HaEzer 67:8).

A deaf-mute was in the neighborhood, etc. — דַּעְתָּן שָׁמָּע֥ה שָׁמָּע֥ה: If the court permitted the marriage of a deaf-mute man, and they wrote a marriage contract for his wife, she may take the amount they designated for her (Shulhan Arukh, Even HaEzer 67:10).

The wife of a deaf-mute, he is not obligated to bring a guilt-offering for uncertainty on her account — דַּעְתָּן שָׁמָּע֥ה שָׁמָּע֥ה: One is obligated to bring a guilt-offering for uncertainty only if the forbidden item was definitely present and they did not or he did not perform the transgression. Consequently, with regard to one who had relations with a woman who was unquestionably betrothed, since the prohibition has not been definitely established, no guilt-offering for uncertainty applies. The halakha is in accordance with the first version of Shmuel’s statement (Rambam Sefer Korbanot, Hilkhot Shegagot 8:2).

Five may not separate teruma — חֵרֶשׁ וּבְשִׁבֵבוּתֵיהּ: Five categories of people may not separate teruma, and if they did so their action is of no consequence. They are: A deaf-mute, a gentile who separated one mitzvah, a man whose mitzvah is questionable, a man who separated even if he wrote for her one hundred dinars, and a man who wrote a Torah scroll for her. If so, he would have written it. Therefore, the Gemara prefers to cite a proof from the section that refers to a marriage contract, he would not have written it. Therefore, the Gemara prefers to cite a proof from the section that refers to the marriage contract of a deaf-mute woman herself.

A halakhically competent man who married a deaf-mute or an imbecile, and he decides to write a marriage contract for her, even if he wrote for her one hundred dinars her marriage contract is valid, because he wanted to harm his own property. In other words, as he acted willingly, despite the lack of obligation to do so, this is comparable to one who chooses to harm himself and give away property in any other manner; it is his prerogative. The Gemara infers: The reason for this halakha is that he wanted to write her a marriage contract, from which it may be inferred that if he does not want to write one, she will not have a marriage contract. The logic is as stated above, that if so, men would refrain from marrying her.

The Gemara asks: If so, in a halakhically competent woman who was married to a deaf-mute, let the Sages enact a marriage contract for her, for if so, i.e., if women would not receive marriage contracts in this situation, they would refrain from marrying deaf-mute men entirely. The Gemara answers: More than the man wants to get married, a woman wants to be married. Consequently, women will not be too discriminating with regard to marriage with a deaf-mute, even if they are not entitled to a marriage contract.

The Gemara relates: There was a certain deaf-mute man who was in the neighborhood of Rav Malkiyu. Rav Malkiyu married him to a woman, and he wrote four hundred dinars for her from the property of the deaf-mute as her marriage contract. Rava said: Who is as wise as Rav Malkiyu, as he is a great man who found a way to achieve a desirable result by giving her a marriage contract, despite the fact that the deaf-mute was not obligated to do so. Rav Malkiyu reasoned as follows: If that deaf-mute man wanted a maidservant to attend to him, would we not acquire one for him? All the more so here, as there are two advantages, for she will attend to his needs both as a maidservant and as a wife.

Rav Hisya bar Ashi said that Shmuel said: If a man had unwitting relations with the wife of a deaf-mute, i.e., not knowing that she was married, he is not obligated to bring a guilt-offering for uncertainty on her account. He is not liable to bring an offering that is brought in cases where one is unsure whether he committed a sin that requires a sin-offering. A man who unwittingly has relations with a married woman must bring a sin-offering, whereas if the woman was doubtfully married, he brings a guilt-offering for uncertainty. However, the marriage of a deaf-mute is not even categorized as a doubtful marriage.

The Gemara comments: Let us say that the mishna (Terumat Ha’Ezer 1:1) supports Shmuel’s opinion: There are five categories of people who may not separate teruma ab initio, and if they separated teruma, their teruma is not considered teruma. They are: A deaf-mute, an imbecile, and a minor, and one who separates teruma from produce that is not his, and a gentile who separated teruma from the produce of a Jew even with the Jew’s permission. In this last case, his teruma is not considered teruma, because a gentile cannot be appointed as an agent to separate teruma, and all the more so he cannot separate teruma on his own. This shows that the actions of a deaf-mute have no effect, and are not even considered of doubtful validity.
The Gemara responds: This is no proof, as with regard to teruma, Shmuel said his statement in accordance with the opinion of Rabbi Elazar. As it is taught in a baraita that Rabbi Yitzhak said in the name of Rabbi Elazar: The teruma of a deaf-mute is not released into a non-sacred status, because it is uncertain. Rabbi Elazar does not maintain that the actions of a deaf-mute have no consequence whatsoever. The Gemara asks: If Shmuel maintains, in accordance with the opinion of Rabbi Elazar, that a deaf-mute is competent, let him also obligate a man who has relations with the wife of a deaf-mute to bring a guilt-offering for uncertainty.\(^1\)

The Gemara answers: We require one piece from two pieces.\(^1\) Shmuel maintains that one is not liable to bring a guilt-offering for uncertainty in every case where there is doubt whether or not there was a transgression, and where one would be liable to bring a sin-offering if it were certain that there was a transgression. Rather, a guilt-offering for uncertainty is brought if, for example, one had two pieces of meat before him, one of which was definitely forbidden while the other was permitted, but he does not know with certainty which one he ate. However, when the doubt involves a single item or action, which may or may not have been prohibited, in that situation one does not bring a guilt-offering for uncertainty. In the case discussed here, the doubt concerning the wife of a deaf-mute does not involve a choice between an action that is prohibited and one that is permitted. Rather, it depends on the status of the woman’s marriage.

The Gemara asks: And does Rabbi Elazar need a case involving one piece from two pieces to render one liable to bring a guilt-offering for uncertainty? But isn’t it taught in a baraita that Rabbi Elazar says: With regard to a koy,\(^2\) a kosher animal with characteristics of both a domesticated animal and a non-domesticated animal, one is obligated to bring a guilt-offering for uncertainty for eating its forbidden fat. Certain fats, which are permitted in the case of a wild animal, are prohibited if they are from a domesticated animal, and one who partakes of them is liable to bring a sin-offering. Since a koy is of uncertain status, one must bring a guilt-offering for uncertainty for eating its fat. This shows that Rabbi Elazar maintains that one brings a guilt-offering for uncertainty even for a doubt involving one item or action.

The Gemara answers: Shmuel holds in accordance with the opinion of Rabbi Elazar in one matter, the status of a deaf-mute, and disagrees with him in one other matter, the halakha of a guilt-offering for uncertainty.

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\(^{1}\) Said in accordance with Rabbi Elazar — Some commentaries are puzzled by the unusual style of the Gemara here (Ritva). The Gemara is seeking a proof for Shmuel’s opinion, and yet the suggested proof is rejected not on the basis of his own statement but in light of a different ruling, one that is not explicitly mentioned by Shmuel himself. However, there is a different version of the text, which resolves this difficulty.\(^{2}\) A guilt-offering for uncertainty is mentioned in the Torah (Leviticus 5:17-19), while the details of its halakhot are explained mainly in tractate Keterot. The Torah itself does not specify the transgression for which one is liable to bring this offering. However, it is a tradition of the Sages that a guilt-offering for uncertainty is brought for an action that is possibly a sin. The performance of this action renders the unwitting sinner liable to bring a fixed sin-offering. As long as it remains unknown whether or not one committed the transgression, he must bring a guilt-offering for uncertainty. If it subsequently became known to him that he definitely sinned, at that stage he brings a sin-offering. The doubt referred to here does not involve the basic existence of the prohibition, but whether he actually committed the transgression. If the doubt involved the basic existence of the prohibition, e.g., the fat of a koy, this is a not a doubt for which one is obligated to bring a guilt-offering for uncertainty.
And there are those who say a different version of the above discussion. Rav Hiyya bar Ashi said that Shmuel said: If a man had unwitting relations with the wife of a deaf-mute, he is obligated to bring a guilt-offering for uncertainty on her account, due to the doubt. The Gemara raises an objection: Five categories of people may not separate teruma, etc., which indicates that the actions of a deaf-mute have no legal effect. The Gemara answers that Shmuel maintains his opinion in accordance with the opinion of Rabbi Elazar, that the teruma of a deaf-mute is considered teruma, that is of doubtful legal status.

Rav Ashi raised a dilemma: What is the reason for the opinion of Rabbi Elazar? One possibility is that it is obvious to him that the mind of a deaf-mute is weak. However, he is uncertain as to whether his mind is clear. In other words, although a deaf-mute is weaker intellectually than an average person, and he does not understand everything, nevertheless he is aware of what he is doing with regard to certain undertakings.

He may betroth – תַּשֵּׁבָתָה יִבְּעֵר. The commentaries ask why isn’t she divorced due to the fact that her forbidden status is a compound uncertainty: It is doubtful whether her betrothal occurred when she was healthy, for she might have been incompetent at the time, and even if she was competent at the time of her betrothal, perhaps she was competent when she was divorced (Rabbi Akiva Eiger). This question is based on the principle that in a case of a compound uncertainty the lenient option is generally accepted. Rabbi Akiva Eiger answers that the concept of a compound uncertainty applies only when the two uncertainties came into effect simultaneously, whereas in this case the events occurred at different times. Consequently, each uncertainty is judged on its own merits.

Divorce for one who is imbecilic – בַּמַּה שָׁמֶשׁ בּוֹרָא אִם בְּשָׁמֶשׁ בְּשָׁמֶשׁ. If someone’s wife became imbecilic and she cannot guard her bill of divorce, according to all opinions he cannot divorce her. He remains obligated in all the monetary commitments of a man to his wife (Hilkei Mehoikel).

If she is able to guard her bill of divorce but does not know how to take care of herself, it is prohibited to divorce her until she recovers, so that people will not treat her in a disrespectful manner. Therefore, he must leave her in her current status, and marry another woman. In those places where the ban of Rabbeinu Gershon is in effect, one must request special permission from one hundred rabbis to marry a second woman. In this case he is not obligated in food, clothing, or conjugal rights, nor in the other commitments set forth in her marriage contract. If he transgressed and divorced her, she is divorced, and he is not obligated to care for her anymore. Some authorities maintain that she is not divorced even after the fact (Rema, citing Rashba and Rad’aia). Nowadays, when the ban of Rabbeinu Gershon that one may not divorce a woman against her will is in effect, all the monetary obligations toward a wife certainly apply to him according to all opinions (Hilkei Mehoikel). Even if the rabbis permit him to marry another woman, he must guarantee that he will take care of his imbecilic wife. If he did divorce her, he should deposit the bill of divorce with the court and sign a guarantor’s document for the payment of her marriage settlement. In a case where a man’s wife is at times competent and at times imbecilic, if he divorced her when she was competent, the bill of divorce is valid (Rambam Sefer Nashim; Hilkhot Geinusin 10:23; Shulchan Arukh, Even Ha’uzzer 115:6).

The Gemara asks: What is the practical difference how one defines the intellectual capacity of a deaf-mute? The Gemara answers: It makes a difference with respect to divorcing his wife with a bill of divorce. If you say that a deaf-mute has one consistent mind, his divorce is equivalent in status to his betrothal. Since he had a weak mind at the time of his betrothal, he has the same level of competence at his divorce and therefore he may divorce his wife.

But if you say that he is at times competent and at times imbecilic, he may betroth a woman, as the Sages are stringent and assume that he was healthy and of clear mind at the time; however he cannot divorce her, due to a concern that he was competent when he betrothed her but he is incompetent now. If so, what is Rabbi Elazar’s reasoning? No solution is found, and therefore the Gemara states that the dilemma “shall stand unresolved.”

The mishna taught that one whose wife became imbecilic may not divorce her.2 Rabbi Yitzchak said: By Torah law, an imbecilic woman may be divorced, just as it is in the analogous case of a halakhically competent woman who was divorced against her will. Since there is no need for a woman to agree to receive a bill of divorce, an imbecile’s lack of sound mind does not prevent her from being divorced. And if so, what is the reason that the Sages said that an imbecilic woman may not be divorced? The reason is that people should not treat her in the manner of ownerless property. Since she is not of sound mind and has no husband to protect her, there is a concern that people might treat her in a disrespectful fashion.
The Gemara asks: Is it correct that by Torah law an imbecilic woman may be divorced? But didn’t a Sage of the school of Rabbi Yannai say, with regard to the verse: “He shall write her a bill of divorce and give it into her hand” (Deuteronomy 24:3), that this refers only to a woman who has a hand, i.e., she has enough intellectual capacity to accept a bill of divorce for herself. This serves to exclude this imbecilic woman, who does not have a hand to accept her divorce for herself.

And the school of Rabbi Ishmael taught this slightly differently. The verse continues: “And send her out of his house” (Deuteronomy 24:3); this indicates that one may divorce only the type of woman whom he will send away and she will not return. It serves to exclude this imbecilic woman, as he will send her away and she will return, as she does not understand the concept of divorce.

The Gemara explains: No, Rabbi Yitzhak’s halakha is necessary in the case of a woman who knows how to guard her bill of divorce but does not know how to take care of herself. By Torah law this imbecilic woman may be divorced, as she knows how to safeguard her bill of divorce, and yet the Sages said that her husband should not divorce her, so that people should not treat her in the manner of ownerless property, because she does not know how to take care of herself.

Abaye said: The language of the mishna is also precise in this case, as it teaches with regard to this woman that if she became an imbecile he may not divorce her; and yet, with regard to the husband, the mishna states that if he became an imbecile he may never divorce her. What is different here, that the mishna teaches using the word: Never, and what is different there, that it does not teach: Never? Rather, one can learn from here that this halakha, that an imbecilic man may not give a divorce, applies by Torah law, and this one, that a man may not divorce an imbecilic woman, applies by rabbinic law, and therefore the mishna does not add the phrase: Never.

The Gemara cites a proof: Come and hear from what the Rabbis said in response to Rabbi Yohanan ben Nuri: The man who divorces his wife is not similar to the woman who is divorced, as the woman is divorced whether she is willing or unwilling, and the man divorces his wife only willingly. Learn from here that Rabbi Yohanan ben Nuri raised his dilemma with regard to a deaf-mute man, not a woman, as the reply of the Rabbis is referring to the man, not the woman. The Gemara rejects this proof: On the contrary, from the fact that the Rabbis said to him: This woman, too, has a similar status, one can learn from here that he raised his dilemma with regard to a deaf-mute woman.
And he said to her, take this promissory note, she is divorced, etc. – Accordingly, when a husband divorces his wife, he must make it clear that he is giving her a bill of divorce. If he gave the document to her but said it was a promissory note, she is not divorced, unless he told her afterward that it is a bill of divorce or if witnesses were aware of this fact from the outset. Some commentators (Beit Shmuel) maintain that the woman must know at the time that she receives the document that she is divorced by means of this bill of divorce, or she must be informed by the witnesses (Shulhan Arukh, Even HaEzer 156:5, and in the comment of Rema).

Rather, Rabbi Yohanan ben Nuri spoke to the Rabbis in accordance with their statement, i.e., he formulated his statement so as best to argue with their opinion, as follows. According to my opinion, just as a deaf-mute man cannot divorce his wife, so too a deaf-mute woman cannot be divorced. However, according to your opinion, what is the difference between the case of a deaf-mute woman and the case of a deaf-mute man? They said to him: The man who divorces his wife is not similar to the woman who is divorced.

The mishna taught: Rabbi Yohanan ben Gudgada testified that in the case of a deaf-mute minor whose father married her off, which is a marriage that is valid by Torah law, she may nevertheless be divorced once she matures. Rava said: From the testimony of Rabbi Yohanan ben Gudgada⁴ one may learn that if a husband said to witnesses: See this bill of divorce that I am giving my wife, and yet he said to her: Take this promissory note, she is divorced, unless he told her afterward that it is a bill of divorce or if witnesses were aware of this fact, then she is divorced. The Gemara asks: Isn’t it obvious that there is no need for the woman’s consent? What is the novel element in Rava’s statement?

This halakha is derived from Rabbi Yohanan ben Gudgada’s statement in the following manner: Didn’t Rabbi Yohanan ben Gudgada say that we do not require her consent, as there is no need for the woman to understand that she is receiving a bill of divorce? Here, too, we do not require her consent, and even if she believes that she is receiving a bill of debt, she is divorced. The Gemara asks: Isn’t it obvious that there is no need for the woman’s consent? What is the novel element in Rava’s statement?

The Gemara answers that Rava’s statement is necessary, lest you say: From the fact that the husband said to her: Take this promissory note, he has thereby nullified the bill of divorce. Rava therefore teaches us that this is not the case, for if it is so, that he nullified the bill of divorce, he would have said so to the witnesses. And from the fact that he did not say this to the witnesses, he evidently did not nullify the bill of divorce at all. And the reason that the husband said this, i.e., that she should take this bill of debt, it was due to shame that he said this to her, as he meant to divorce her all along, but he did not want her to know at the time what he was doing.

The Gemara relates a story: Rav Yitzḥak bar Bisna lost the keys to the study hall, and therefore they could not come into the study hall from the public domain on Shabbat. It was impossible to open the synagogue, as they could not bring the key because it is prohibited to carry in the public domain. He came before Rabbi Pedat to ask what to do. Rabbi Pedat said to him: Go

From the testimony of Rabbi Yohanan ben Gudgada, etc. – רבי יוחנן בנו גודגאד, רבי יוחנן בנו גודגאד. The commentaries point out that Rava’s statement is not a direct outcome of Rabbi Yohanan ben Gudgada’s testimony (Tosafot). Rava’s statement includes the new line of reasoning that even if the husband expressly told his wife that it is a bill of debt, he has not thereby nullified the bill of divorce. The connection between the two halakhic rulings should be understood as follows: From Rabbi Yohanan’s statement one can derive that there is no need at all for the woman’s awareness in order for her divorce to be valid, and Rava advanced a novel halakha on this basis of this reasoning (Rashi).