אֶלָּא, כִּי אִתְּמַר – אַרִישָׁא אִתְּמַר: חֲרֵי אִילּוּ נָאֶמָנִין, אָמַר רָמִי בַּר חָמָא: לֹא שָׁנוּ אֶלָּא שֶׁאָמְרוּ: ״אֲנוּסִין הָיִינוּ מֵחֲמַת נְפָשׁוֹת״ אֲבָל אָמְרוּ: ״אֲנוּסִין הָיִינוּ מֵחֲמַת מָמוֹן״ – אֵין נֶאֱמָנִין. מַאי טַעְמָא – אֵין אָדָם מֵשִׂים עַצְמוֹ רָשָׁע.

Rather, **when** the statement of Rami bar Ḥama **is stated, it is stated with regard to the first clause** of the mishna, that if there is no independent corroboration of their signatures **they are deemed credible. Rami bar Ḥama said:** The Sages **taught** this *halakha* **only** in a case **where** the witnesses **said: We were compelled** to sign the document **due to** a threat to our **lives,** as in that case they do not incriminate themselves. **However, if** the witnesses **said: We were compelled** to sign the document **due to a monetary** threat, **they are not deemed credible. What is the reason** that they are not deemed credible? It is based on the principle: **One does not render himself wicked,** and self-incriminating testimony is not accepted.

תָּנוּ רַבָּנַן: אֵין נֶאֱמָנִים לְפוֹסְלוֹ, דִּבְרֵי רַבִּי מֵאִיר. וַחֲכָמִים אוֹמְרִים: נֶאֱמָנִים. בְּשִׁלְמָא לְרַבָּנַן – כִּי טַעֲמַיְיהוּ, שֶׁהַפֶּה שֶׁאָסַר הוּא הַפֶּה שֶׁהִתִּיר. אֶלָּא לְרַבִּי מֵאִיר – מַאי טַעְמָא? בְּשִׁלְמָא פְּסוּלֵי עֵדוּת – מַלְוֶה גּוּפֵיהּ מֵעִיקָּרָא מֵידָע דְּייֵיק וּמַחֲתָם, קְטַנִּים נַמִּי – כִּדְרַבִּי שִׁמְעוֹן בֶּן לָקִישׁ, דְּאָמַר רֵישׁ לָקִישׁ:

§ **The Sages taught:** Witnesses who testify to invalidate their signatures on a document **are not deemed credible to invalidate** the document; this is **the statement of Rabbi Meir. And the Rabbis say: They are deemed credible.** The Gemara asks: **Granted,** according **to the Rabbis,** their opinion corresponds to **their reasoning** stated previously: **The mouth that prohibited** it, i.e., ratified the document, **is the mouth that permitted** it, i.e., invalidated the promissory note. **However,** according **to Rabbi Meir, what is the reason** that their testimony to invalidate the document is not accepted? **Granted,** their testimony that they were **disqualified witnesses** is not accepted, as **the lender himself initially ascertains** that the witnesses are fit to testify **and** only then **signs** them on the document. **Similarly,** according to Rabbi Meir, their testimony that they were **minors** is **also** not accepted, **in accordance with** the statement of **Rabbi Shimon ben Lakish, as Reish Lakish said:**

Perek **II**
Daf **19** Amud **a**

**HALAKHA**

There is a presumption that witnesses sign on the document only if the transaction was made when both parties are adults – חֲזָקָה, אֵין הָעֵדִים חוֹתְמִין עַל הַשְּׁטָר אֶלָּא אִם כֵּן נַעֲשָׂה בִּגְדוֹל: If the witnesses who signed a document testify that the borrower was a minor when the loan was transacted, they are not deemed credible, as there is a legal presumption that witnesses sign on the document only if the transaction was made when both parties had the status of adults (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 24:5; *Shulḥan Arukh*, *Ḥoshen Mishpat* 46:38).

חֲזָקָה, אֵין הָעֵדִים חוֹתְמִין עַל הַשְּׁטָר אֶלָּא אִם כֵּן נַעֲשָׂה בְּגָדוֹל, אֶלָּא אֲנוּסִין מַאי טַעְמָא?

There is **a presumption that witnesses sign on the document only**[N] **if** the transaction **was made when** both parties to the transaction are **adults.**[H] A corollary of that presumption is that each party would sign only adult witnesses to the document. **However,** if their testimony was that they were **compelled** to sign the document, **what is the reason** that Rabbi Meir rules that their testimony is not accepted?

אָמַר רַב חִסְדָּא: קָסָבַר רַבִּי מֵאִיר: עֵדִים שֶׁאָמְרוּ לָהֶם ״חִתְמוּ שֶׁקֶר וְאַל תִּתְחָרְגוּ״ – יֶהֱרְגוּ וְאַל יַחְתְּמוּ שֶׁקֶר,

**Rav Ḥisda said** that **Rabbi Meir maintains: Witnesses that** others **said to them: Sign** a document containing **a falsehood and** you will **not be killed, should** allow themselves to **be killed and they should not sign** a document containing **a falsehood.**[N] Therefore, even when they testify that they were compelled to sign the document due to a threat to their lives, they are incriminating themselves.

**NOTES**

**Witnesses sign the document only – אֵין הָעֵדִים חוֹתְמִין עַל הַשְּׁטָר אֶלָּא:** The question is raised: Why is this additional reason necessary? Ostensibly, the same reason that was cited with regard to disqualified witnesses, i.e., that the lender himself initially ascertains that the witnesses are fit to testify, would have sufficed with regard to minors as well. In *Shita Yeshana*, cited in *Shita Mekubbetzet*, the answer is that although the identity of disqualified witnesses is common knowledge, a minor might appear to have reached majority due to his height, or he might have reached the age of majority without having reached puberty. Therefore, it was necessary to cite the additional reason that witnesses sign the document only when it has been ascertained that the borrower, lender, and witnesses are all adults.

**They should be killed and they should not sign a document containing a falsehood – יֶהֱרְגוּ וְאַל יַחְתְּמוּ שֶׁקֶר:** The early commentaries question this statement, as the widespread consensus is that one is required to give his life and not violate a prohibition only in the case of the three serious offenses of idol worship, forbidden sexual relations, and murder. The Ramban writes that although one is not required to give his life rather than transgress other prohibitions, it is an attribute of piety to do so. Therefore, one could contend that these witnesses incriminate themselves even when they say that they were compelled to sign due to a threat to their lives.

אֲמַר לֵיהּ רָבָא: הָשְׁתָּא, אִילּוּ אָתוּ לְקַמָּן לְאַמְלוּכֵי – אָמְרִינַן לְהוּ: זִילוּ חֲתוֹמוּ וְלָא תִּתְקַטְלוּן. דְּאָמַר מָר: אֵין לְךָ דָּבָר שֶׁעוֹמֵד בִּפְנֵי פִּיקּוּחַ נֶפֶשׁ אֶלָּא עֲבוֹדָה זָרָה וְגִלּוּי עֲרָיוֹת וּשְׁפִיכוּת דָּמִים בִּלְבַד. הָשְׁתָּא דְּחָתְמוּ, אָמְרִינַן לְהוּ אַמַּאי חֲתַמְתּוּ?!

**Rava said to him: Now, if** the witnesses **came before us to consult** with the Sages, **we say to them: Go sign** the document **and you should not be killed, as the Master said: You have no matter that stands before saving a life,**[H] **other** than **idol worship, forbidden sexual relations, and murder. Now that they signed,** do **we say to them: Why did you sign?** Only in those three cases, when faced with a choice between violating the prohibition and being killed, must one be killed rather than violate the prohibition. Signing a false document does not fall into that category. Why then, according to Rabbi Meir, is their testimony that they were compelled to sign the document not accepted?

אֶלָּא, טַעֲמָא דְּרַבִּי מֵאִיר כִּדְרַב הוּנָא אָמַר רַב, דְּאָמַר רַב הוּנָא אָמַר רַב: מוֹדֶה בְּשִׁטָּר שֶׁכָּתַב אֵין צָרִיךְ לְקַיְּימוֹ.

**Rather, the reason** for the opinion of **Rabbi Meir is in accordance with** the statement that **Rav Huna said** that **Rav said,**[N] **as Rav Huna said** that **Rav said:** In the case of a borrower who **admits with regard to a document that he wrote it,**[H] the lender **need not ratify** the document in court. Once the borrower admits that he wrote the document, he cannot then claim that it is forged or that the debt was repaid. Similarly, once the witnesses testify that they signed the document, it is a credible document that they cannot then invalidate (*Tosafot*).

גּוּפָא, אָמַר רַב הוּנָא אָמַר רַב: מוֹדֶה בְּשִׁטָּר שֶׁכָּתַב – אֵין צָרִיךְ לְקַיְּימוֹ. אֲמַר לֵיהּ רַב נַחְמָן: גַּנּוּבָא גַּנּוּבֵי לָמָּה לָךְ? אִי סְבִירָא לָךְ כְּרַבִּי מֵאִיר – אֵימָא: הֲלָכָה כְּרַבִּי מֵאִיר!

§ With regard to **the matter itself, Rav Huna said** that **Rav said: In the case of a borrower who admits with regard to a document that he wrote it,** the lender **need not ratify** the document in court. **Rav Naḥman said to** Rav Huna: **Why do you** need **to conceal** the reason for your opinion like a **thief? If you hold in accordance with** the opinion of **Rabbi Meir, say: The *halakha* is in accordance with** the opinion of **Rabbi Meir.** Do not state your opinion in a manner that obscures its connection to a tannaitic dispute.

אֲמַר לֵיהּ: וּמַר הֵיכִי סְבִירָא לֵיהּ? אֲמַר לֵיהּ: כִּי אָתוּ לְקַמָּן לְדִינָא אָמְרִינַן לְהוּ: זִילוּ קַיְּימוּ שְׁטָרַיְיכוּ, וְחוֹתּוּ לְדִינָא.

Rav Huna **said to him: And what does the Master hold** in a case where the borrower admits that he wrote the document? Rav Naḥman **said to him: When** lenders **come before us for judgment, we say to them: Go and ratify your documents and descend** and stand before us **for judgment.** If a lender relies solely on the confession of the borrower, the borrower could claim that although he wrote the document, he then repaid the loan. However, if the document was ratified by the court based on the testimony of the witnesses who signed it, the borrower's claim that he repaid the loan is not accepted.

אָמַר רַב יְהוּדָה אָמַר רַב: הָאוֹמֵר ״שְׁטַר אֲמָנָה הוּא זֶה״ – אֵינוֹ נֶאֱמָן.

§ **Rav Yehuda said** that **Rav said: One who says** with regard to a document: **This is a document of trust,**[HN] **is not deemed credible.** If one claims that the document is a valid document but that no loan actually took place, and instead the borrower trusted the lender and gave him the document in order to borrow money in the future, or as security, he is not deemed credible.

דְּקָאָמַר מַאן? אִילֵּימָא דְּקָאָמַר לֵוֶה – פְּשִׁיטָא, כָּל כְּמִינֵיהּ?! וְאֶלָּא דְּקָאָמַר מַלְוֶה – תָּבוֹא עָלָיו בְּרָכָה! אֶלָּא, דְּקָאָמְרִי עֵדִים; אִי דִּכְתַב יָדָם יוֹצֵא מִמָּקוֹם אַחֵר – פְּשִׁיטָא דְּלָא מְהֵימְנֵי. וְאִי דְּאֵין כְּתַב יָדָם יוֹצֵא מִמָּקוֹם אַחֵר – אַמַּאי לָא מְהֵימְנֵי?

The Gemara asks: In the case to **which** Rav's statement is referring, **who is saying** that the document was a document of trust? **If you say** that it is the **borrower who is saying** so, it is **obvious** that he is not deemed credible. **Is it within** the **power** of the borrower to establish that the document is not genuine? **But rather,** say it is the **lender who is saying** that it is a document of trust. In that case, not only is he deemed credible, but **let a blessing come upon him** for admitting that a debt may not be collected with this document. **Rather,** say it is the **witnesses who are saying** that it is a document of trust. If so, the question arises: **If** it is a case **where their handwriting emerges from another place,** it is **obvious** that they are not deemed credible, as the document is ratified. **And if** it is a case **where their handwriting does not emerge from another place,** and the witnesses themselves testify that it is their signatures on the document, but that it was a document of trust, **why are they not deemed credible?** This is a clear case of: The mouth that prohibited is the mouth that permitted.

**HALAKHA**

**You have no matter that stands before saving a life – אֵין לְךָ דָּבָר שֶׁעוֹמֵד בִּפְנֵי פִּיקּוּחַ נֶפֶשׁ:** Although there is a mitzva to sanctify the name of God, if someone orders a Jew to violate a Torah prohibition and threatens to kill him if he fails to do so, the Jew should violate the prohibition rather than give his life. This applies to all Torah prohibitions except for idol worship, forbidden sexual relations, and murder. For these he is required to give his life rather than violate the prohibition. In certain circumstances, one is required to give his life rather than violate other prohibitions as well (Rambam *Sefer HaMadda*, *Hilkhot Yesodei HaTorah* 5:1).

**A borrower who admits with regard to a document that he wrote it – מוֹדֶה בְּשִׁטָּר שֶׁכָּתַב:** Even if the debtor admits that he wrote a promissory note, the creditor is required to ratify the document. If he fails to ratify the document, the debtor can claim that he repaid the loan, in accordance with the opinion of the Rabbis and the statement of Rav Naḥman (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 14:5; *Shulḥan Arukh*, *Ḥoshen Mishpat* 82:1).

**One who says, this is a document of trust – הָאוֹמֵר שְׁטַר אֲמָנָה הוּא זֶה:** In a case where a creditor admits that a promissory note in his possession is a document of trust, and that there was no loan, then if he owes money to others, and unless he collects the debt he will be unable to repay his debt, and the document was ratified in court or was in the possession of a third party, that admission is not deemed credible, in accordance with Abaye's explanation of Rav Yehuda's statement (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 2:6; *Shulḥan Arukh*, *Ḥoshen Mishpat* 47:1).

**NOTES**

**The reason for the opinion of Rabbi Meir is in accordance with the statement that Rav Huna said that Rav said – טַעֲמָא דְּרַבִּי מֵאִיר כִּדְרַב הוּנָא אָמַר רַב:** Both in terms of language and in terms of content (see *Tosafot*), Rabbi Meir's statement does not precisely correspond to the opinion of Rav Huna. First, there is a distinction between witnesses and the borrower, as the testimony of witnesses is more authoritative than the statement of the borrower. Second, since the requirement to ratify the documents is by rabbinic law, the signatures on the document constitute a full-fledged proof (Rashba). However, fundamentally, the two opinions are similar.

Rashi has a different opinion and explains the case here as one where the borrower admitted that he wrote the document, obviating the need for the testimony of witnesses. Therefore, the opinions of Rabbi Meir and Rav Huna correspond.

**A document of trust – שְׁטַר אֲמָנָה:** Rashi explains that this is a document the borrower gives a potential lender before receiving a loan, where the borrower relies on the lender that he will lend him the money at a later date. However, *Tosefot Rid* disputes this and concludes that it is a document drafted to create the impression that the borrower is wealthy, as it enables him to claim that he borrowed money and is in possession of assets, similar to a document of security cited later (19b). The *ge'onim* combine both explanations.

The Meiri explains that a document of trust is one initially drafted with intention to deceive. In a case where one borrows money and does not want to repay, he writes another document creating the impression that he owes money to another, and therefore claims that he does not have funds available to repay the actual loan. According to this explanation, the term injustice used in reference to this document is appropriate.

(סִימָן בא"ש) אֲמַר רָבָא: לְעוֹלָם דְּקָאָמַר לֵוֶי, וְכִדְרַב הוּנָא. דְּאָמַר רַב הוּנָא אָמַר רַב: מוֹדֶה בְּשִׁטָּר שֶׁכָּתָבוֹ – אֵין צָרִיךְ לְקַיְּימוֹ.

The Gemara provides **a mnemonic** for the names of the *amora'im* who seek to explain Rav's statement and resolve the problem: ***Beit,*** the second letter in the name of Rava; ***alef,*** the first letter in Abaye; and ***shin,*** the second letter in the name of Rav Ashi. **Rava said: Actually,** it is **the borrower who is saying it, and** it can be explained **in accordance with** the statement of **Rav Huna, as Rav Huna said** that **Rav said:** In the case of a borrower who **admits with regard to a document that he wrote it,** the lender **need not ratify** the document in court. In this case, the borrower admits that he wrote the document and had witnesses sign the document. Rav Yehuda teaches the novel *halakha* that although the borrower later contends that it was a document of trust, once he admits that he wrote the document, that contention is not accepted.

אַבַּיֵי אָמַר: לְעוֹלָם דַּאֲמַר מַלְוֶה, וּכְגוֹן שֶׁחָב לַאֲחֵרִים, וְכִדְרַבִּי נָתָן.

**Abaye said: Actually,** it is **the lender who said** it, **and** it is in a case **where he causes loss to others** by invalidating the document and relinquishing his debt. If the lender owes money to others and lacks funds to repay his debt, then his invalidation of the document creates a situation where his creditor is unable to collect the debt. This is **in accordance with** the opinion of **Rabbi Natan.**

דְּתַנְיָא, רַבִּי נָתָן אוֹמֵר: מִנַּיִן לְנוֹשֶׁה בַּחֲבֵירוֹ מָנֶה, וַחֲבֵירוֹ בַּחֲבֵירוֹ, מִנַּיִן שֶׁמּוֹצִיאִין מִזֶּה וְנוֹתְנִין לָזֶה – תַּלְמוּד לוֹמַר "וְנָתַן לַאֲשֶׁר אָשַׁם לוֹ".

**As it is taught** in a *baraita* that **Rabbi Natan says: From where** is it derived that in a case where **a creditor** seeks to collect a debt **of one hundred dinars from another, and the other** person seeks to collect a debt **from another,**[H] **from where** is it derived **that one takes** money **from this** second debtor **and gives it to the** first creditor without the money passing through the debtor of the first, who is the creditor of the third? It is derived as **the verse states: "And he shall give to the one to whom he is guilty"** (Numbers 5:7). One pays the person to whom the money is owed, even if he did not borrow the money directly from him. When the debtor of the first who is the creditor of the third invalidates the document, he causes a loss to his own creditor.

רַב אַשִׁי אָמַר: לְעוֹלָם דְּקָאָמְרִי עֵדִים, וּדְאֵין כְּתַב יָדָם יוֹצֵא מִמָּקוֹם אַחֵר. וּדְקָאָמְרַתְּ אַמַּאי לָא מְהֵימְנֵי – כִּדְרַב כָּהֲנָא, דְּאָמַר רַב כָּהֲנָא: אָסוּר לוֹ לְאָדָם שֶׁיַּשְׁהֶה שְׁטַר אָמָנָה בְּתוֹךְ בֵּיתוֹ, מִשּׁוּם שֶׁנֶּאֱמַר "אַל תַּשְׁכֵּן בְּאָהָלֶיךָ עַוְלָה".

**Rav Ashi said: Actually,** it is **the witnesses who are saying** it, **and** it is a case **where their handwriting does not emerge from another place. And** with regard to **that which you are saying: Why are they not deemed credible,** it is **in accordance with** the opinion of **Rav Kahana, as Rav Kahana said: It is prohibited for a person to keep a document of trust in his house, as it is stated:** "And **let not injustice dwell in your tents"** (Job 11:14). This false document is likely to engender injustice when the lender seeks to collect payment with it.

**HALAKHA**

A creditor seeks to collect a debt…from another, and the other person seeks to collect a debt from another – נוֹשֶׁה בַּחֲבֵירוֹ...וַחֲבֵירוֹ בַּחֲבֵירוֹ: If a debtor owes money to a creditor, and that creditor owes that amount to another creditor, the money is paid directly from the first debtor to the second creditor, regardless of the order in which the two loans took place, in accordance with the opinion of Rabbi Natan, as, based on the Gemara in tractate *Pesaḥim* (31a), that is Rava's ruling in his dispute with Abaye (*Tosafot*; Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 2:6; *Shulḥan Arukh*, *Ḥoshen Mishpat* 86:1).

Perek **II**
Daf **19** Amud **b**

וַאֲמַר רַב שֵׁשֶׁת בְּרֵיהּ דְּרַב אִידִי: שְׁמַע מִינָּהּ מִדְּרַב כָּהֲנָא, עֵדִים שֶׁאָמְרוּ: "אֱמָנָה הָיוּ דְּבָרֵינוּ" אֵין נֶאֱמָנִין. מַאי טַעְמָא – כֵּיוָן דְּעַוְלָה הוּא, עַוְלָה לָא חָתְמִי.

**And Rav Sheshet, son of Rav Idi, says: Conclude from the statement of Rav Kahana** that **witnesses who said: Our statement was** a statement of **trust,**[H] and the document we signed was a document of trust, **are not deemed credible. What is the reason? Since** that document **is an injustice, they** would **not sign** a document of **injustice.** Their contention that they signed the document would incriminate them and is therefore not accepted.

**HALAKHA**

Our statement was a statement of trust – אֱמָנָה הָיוּ דְּבָרֵינוּ: If the witnesses authenticate their signatures on a document but claim that the document is a document of trust, they are not deemed credible, even in a case where there is no independent authentication of the document, in accordance with the opinion of Rav Sheshet, son of Rav Idi; Rav Naḥman; and Mar bar Rav Ashi (Rambam *Sefer Shofetim*, *Hilkhot Edut* 3:7; *Shulḥan Arukh*, *Ḥoshen Mishpat* 46:37).

אָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי: אָסוּר לוֹ לְאָדָם שֶׁיִּשְׁהֶה שְׁטָר פָּרוּעַ בְּתוֹךְ בֵּיתוֹ, מִשּׁוּם שֶׁנֶּאֱמַר ״אַל תַּשְׁכֵּן בְּאׇהָלֶיךָ עַוְלָה״. בְּמַעֲרָבָא מְשַׁמְּעִיהּ דְּרַב אָמְרִי: ״אִם אָוֶן בְּיָדְךָ הַרְחִיקֵהוּ״ – זֶה שְׁטַר אֱמָנָה וּשְׁטַר פַּסִּים: ״וְאַל תַּשְׁכֵּן בְּאׇהָלֶיךָ עַוְלָה״ – זֶה שְׁטַר פָּרוּעַ.

**Rabbi Yehoshua ben Levi said: It is prohibited for a person to keep a repaid document within his house,**[H] **due to** the fact **that the verse states:** "And **let not injustice dwell in your tents**" (Job 11:14). Even if he does not use the document to collect payment, the concern is that it might fall into the hands of one who will use it illegally to collect payment. **In the West,** in Eretz Yisrael, **they say in the name of Rav:** With regard to the first half of the verse: "**If iniquity be in your hand, put it far away**" (Job 11:14),[N] **this** is referring to **a document of trust and a document of security** [*passim*].[NL] With regard to the second half of the verse: "**And let not injustice dwell in your tents,**" **this** is referring to **a repaid document.**

מַאן דְּאָמַר שְׁטַר פָּרוּעַ – כָּל שֶׁכֵּן שְׁטַר אֱמָנָה, וּמַאן דְּאָמַר שְׁטַר אֱמָנָה – אֲבָל שְׁטַר פָּרוּעַ לָא, דִּזְמִנִּין דְּמַשְׁהֵי לֵיהּ אַפִּשְׁיטֵי דְּסַפְּרָא.

They note: With regard to **the one who said** that **a repaid document** is the injustice referred to in the verse, **all the more so a document of trust** is an injustice and may not be kept, as a document of trust is fundamentally false. **And** with regard to **the one who said** that a **document of trust** is the injustice referred to in the verse, **however,** with regard to **a repaid document,** perhaps it is permitted to keep it, **as, at times** people **keep it** and do not return it to the borrower. This is because in those cases it serves as security **for the coins of the scribe,** whose fee has not yet been paid by the borrower, who is legally responsible to pay the scribe for writing the document.

אִתְּמַר, סֵפֶר שֶׁאֵינוֹ מוּגָּה, אָמַר רַבִּי אַמִּי עַד שְׁלֹשִׁים יוֹם מוּתָּר לַשְׁהוֹתוֹ, מִכָּאן וְאֵילָךְ – אָסוּר לַשְׁהוֹתוֹ, מִשּׁוּם שֶׁנֶּאֱמַר ״אַל תַּשְׁכֵּן בְּאׇהָלֶיךָ עַוְלָה״.

On a similar note **it is stated,** with regard to keeping items with potential to lead to transgression: With regard to a Torah **scroll that is not proofread**[H] and therefore contains errors, **Rabbi Ami says: It is permitted to keep it** without emending the mistakes for **up to thirty days,** and **from that time onward it is prohibited to keep it, as it is stated:** "And **let not injustice dwell in your tents**" (Job 11:14).

אָמַר רַב נַחְמָן: עֵדִים שֶׁאָמְרוּ ״אֱמָנָה הָיוּ דְּבָרֵינוּ״ – אֵין נֶאֱמָנִין: ״מוּדָעָא הָיוּ דְּבָרֵינוּ״ – אֵין נֶאֱמָנִין. מָר בַּר רַב אַשִׁי אָמַר: אֱמָנָה הָיוּ דְּבָרֵינוּ״ – אֵין נֶאֱמָנִין, מוּדָעָא הָיוּ דְּבָרֵינוּ״ – נֶאֱמָנִין. מַאי טַעְמָא? הַאי נִיתָּן לִיכָּתֵב, וְהַאי לָא נִיתָּן לִיכָּתֵב.

§ **Rav Naḥman said** that **witnesses who say: Our statement was** a statement of **trust** and we signed a document of trust, **are not deemed credible.** Similarly, witnesses who said: **Our statement was** a statement accompanied by **a declaration**[NH] by the person who is rendered a debtor by this document that he was coerced into the agreement, thereby invalidating the document, **are not deemed credible. Mar bar Rav Ashi said** that witnesses who said: **Our statement was** a statement of **trust, are not deemed credible,** but witnesses who said: **Our statement was** a statement accompanied by **a declaration, are deemed credible. What is the reason** for the difference between the cases? **This** document, which was accompanied by a declaration, **may be written,**[N] as it is written under duress. **And this** document of trust **may not be written,** as it is fundamentally unjust.

## NOTES

**If iniquity be in your hand, put it far away – אִם אָוֶן בְּיָדְךָ הַרְחִיקֵהוּ:** *Tosafot* explain that the distinction between the different documents is deliberate. "If iniquity be in your hand" refers to documents of trust and security, which have no substance and are false from the outset. "And let not injustice dwell in your tents" refers to a paid document, which initially was substantive and now can lead to injustice. Along similar lines, Maharam Schiff adds that the term "put it far away" is appropriate for a document of trust, which should not have been in his house from the outset. Similarly, the phrase "let not injustice dwell in your tents" is appropriate for a repaid document, as, although it was initially legitimate to possess it, it is prohibited to keep it after the debt was repaid.

**Document of security – שְׁטַר פַּסִּים:** Some explain that this is a document that one drafts to prevent another from gaining possession of her property, e.g., a woman who writes a document fictitiously transferring her property to another to prevent her husband from gaining possession of it (Rashi on *Ketubot* 99a). Based on the formulation in the Jerusalem Talmud, this is a document given as security for a debt. The Meiri explains that it is a document that one requests to be written to create the impression that he is wealthy, similar to a document of trust. The difference is that the document of trust is given by the borrower to the lender, and the document of security is given by the lender to the borrower.

**Our statement was a statement accompanied by a declaration – מוּדָעָא הָיוּ דְּבָרֵינוּ:** There are two explanations for the problem with testimony stating that there was an accompanying declaration. Some say that oral testimony lacks the authority to nullify a written document (Rashi; *Tosafot*; Rashba). Others explain that because the witnesses knew that this document involved injustice, as the one obligated by the document did not actually want it written, they should not have signed it. Therefore, their claim that it is a document accompanied by a declaration is self-incriminating, and they are not deemed credible to incriminate themselves (Rid; Ran; Rosh). The Meiri writes, citing the early Spanish commentaries, that the discussion here is with regard to a declaration concerning a sale or a gift, where it is possible to contend that one does not perform a transgression by signing the document. However, if they signed a bill of divorce, where the Sages explicitly prohibited issuing a declaration to invalidate a bill of divorce, everyone agrees that they are not deemed credible to say that their statement was accompanied by a declaration.

**This may be written – הַאי נִיתָּן לִיכָּתֵב:** Most commentaries explain that the document may be written despite the declaration, as, if the transaction in the document was made under duress, and the witnesses must be aware of the nature of this duress, the compelled party had no alternative but to do what he did, and therefore writing and signing the document was legitimate (Rashi; Rabbeinu Ḥananel). In the Jerusalem Talmud, it is related that Rav Yirmeya and others signed both the declaration and the document that the declaration undermined. Others explain, citing Rav Nissim Gaon, that the reason that in the case of a declaration the document may be written is that once he informed the witnesses that he was about to write a document under duress, the witnesses could sign the document as a document accompanied by a declaration. In addition, if a separate document of declaration is written and signed before the other document is, everyone agrees that it invalidates the second document. Therefore, they are deemed credible when they testify orally that there was a declaration. The Meiri holds that these two explanations are complementary, while the Ran holds that there is a halakhic difference between them.

## HALAKHA

**It is prohibited for a person to keep a repaid document within his house – אָסוּר לוֹ לְאָדָם שֶׁיִּשְׁהֶה שְׁטַר פָּרוּעַ בְּתוֹךְ בֵּיתוֹ:** A lender may not retain a promissory note in his possession after the loan is repaid, in accordance with the opinion of Rabbi Yehoshua ben Levi, even if the borrower did not yet pay the scribe's fee (Ran; *Tur*). However, the *Shakh* cites *Tosafot*, the Rosh, and the Ritva, who rule that it is permitted to retain the document until the scribe's fee is paid (*Shulḥan Arukh*, *Ḥoshen Mishpat* 57:1).

**A scroll that is not proofread – סֵפֶר שֶׁאֵינוֹ מוּגָּה:** It is prohibited to retain a Torah scroll in one's possession for more than thirty days if it has not been proofread and corrected. Rather, it must be corrected or interred in a repository for unusable sacred objects, in accordance with the opinion of Rabbi Ami. The Rema adds that the same is true for books of the Prophets and Writings, as well as other sacred books, e.g., the Talmud and its commentaries (Rashi; *Haggahot Maimoniyyot*; Rabbeinu Yeruḥam). Others add that the danger is that inadvertent use of corrupted editions of the Talmud and halakhic works could lead to great injustice and mistaken halakhic rulings (Rambam *Sefer Ahava*, *Hilkhot Sefer Torah* 7:12; *Shulḥan Arukh*, *Yoreh De'a* 279:1).

**Our statement was a statement accompanied by a declaration – מוּדָעָא הָיוּ דְּבָרֵינוּ:** The Rambam and the *Shulḥan Arukh* rule, in accordance with the opinion of Mar bar Rav Ashi, that if witnesses claim that before they signed a document one of the parties to the transaction declared that he was not acting of his own volition, that they are deemed credible, even if their signatures on the document can be independently authenticated. The *Shakh* and the Gra, however, cite several early commentaries who maintain that the witnesses are deemed credible only when their testimony is the only source authenticating their signatures (*Tosafot*; Rosh; Ran) Yet others (Rav Hai Gaon; Ra'avad) rule that these witnesses are never deemed credible, even when their testimony is the only source authenticating their signatures, in accordance with the opinion of Rav Naḥman, as the *halakha* is ruled in accordance with his opinion in monetary matters (Rambam *Sefer Shofetim*, *Hilkhot Edut* 3:8; *Shulḥan Arukh*, *Ḥoshen Mishpat* 46:37).

## LANGUAGE

**Document of security [*passim*] – שְׁטַר פַּסִּים:** Some explain that *passim* is related to the term *piyyus*, meaning appeasement, as the document serves to make one amenable to lend another money. However, according to the version in the Jerusalem Talmud, the correct reading is a document of *pastis*, from the Greek πίστις, *pistis*, meaning trust, in which case it is identical to a document of trust.

בְּעָא מִינֵּיהּ רָבָא מֵרַב נַחְמָן: ״תְּנַאי הָיוּ דְּבָרֵינוּ״ מַהוּ? מוֹדָעָא וְאַמָּנָה הַיְינוּ טַעֲמָא – דְּקָא עָקְרִי לֵיהּ לִשְׁטָרָא, וְהַאי נַמִּי – קָא עָקַר לִשְׁטָרָא. אוֹ דִלְמָא: תְּנַאי מִילְּתָא אַחֲרִיתִי הִיא? אֲמַר לֵיהּ: כִּי אָתוּ לְקַמָּן לְדִינָא אָמְרִינַן לְהוּ: זִילוּ קַיְימוּ תְּנָאֵייכוּ, וְחוֹתוּ לְדִינָא.

**Rava raised a dilemma before Rav Naḥman:** In a case where the witnesses say: **Our statement was a conditional** statement,[NH] i.e., they verify their signatures, but add that the transaction was contingent upon fulfillment of an unwritten condition, **what is** the ruling? Perhaps it is similar to the cases of a statement accompanied by a **declaration**[N] **and** a statement of **trust.** In those latter cases, **this is the reason** that their statement is rejected, **as** in doing so **they undermine the document, and** in **this** case **too, he undermines the document. Or perhaps a condition is a different matter,** as it does not necessarily undermine the document. Rav Naḥman **said to him: When** people **come before us for judgment** in this latter case, **we say to them: Go and fulfill your conditions, and** then **descend** before us **for judgment.**

עַד אוֹמֵר: ״תְּנַאי״ וְעֵד אוֹמֵר: ״אֵינוֹ תְּנַאי״, אָמַר רַב פַּפָּא: תַּרְוַיְיהוּ בִּשְׁטָרָא מַעְלְיָא קָא מְסַהֲדֵי, וְהַאי דְּקָאָמַר ״תְּנַאי״ – הֲוָה לֵיהּ חַד, וְאֵין דְּבָרָיו שֶׁל אֶחָד בְּמָקוֹם שְׁנַיִם.

The Gemara asks: What is the ruling in a case where one **witness says:** There is a **condition** attached to the transaction[NH] **and** one **witness says: There is no condition? Rav Pappa says: Both are testifying that it is a valid document, and that** witness **who says:** There was a **condition** attached, **is** only **one** witness whose testimony challenges that validity. **And the statement of one** witness **has no** validity **in a place** where there are **two** witnesses.

מַתְקִיף לָהּ רַב הוּנָא בְּרֵיהּ דְּרַב יְהוֹשֻׁעַ: אִי הָכִי, אַפִּילּוּ תַּרְוַיְיהוּ נַמִּי! אֶלָּא אָמְרִינַן: הָנֵי לְמֵיעֲקַר סַהֲדוּתַיְיהוּ קָאָתוּ, הַאי נַמִּי – לְמֵיעֲקַר סַהֲדוּתֵיהּ קָאָתֵי! וְהִלְכְתָא כְּרַב הוּנָא בְּרֵיהּ דְּרַב יְהוֹשֻׁעַ.

**Rav Huna, son of Rav Yehoshua,** strongly **objects to this: If** it is **so** that testifying that there is a condition is considered to undermine the document, then **even** if **both** of the witnesses testify that there was a condition, their testimony should **also** not be accepted. Once they testified that the document is valid, they cannot give additional testimony that contradicts their original testimony. **Rather, we say: These** two witnesses **are coming to undermine their testimony** that the document is valid. These are not two separate testimonies, one that the document is valid and one with regard to the condition. Rather, the second testimony revokes the first. Similarly, **this** single witness **is coming to undermine his testimony as well.** Therefore, there is only one witness testifying that the document is valid. The Gemara concludes: **The *halakha* is in accordance with** the opinion of **Rav Huna, son of Rav Yehoshua,** and the testimony of even one witness who says that there was a condition attached to the transaction is accepted.

תָּנוּ רַבָּנָן: שְׁנַיִם חֲתוּמִין עַל הַשְּׁטָר וּמֵתוּ, וּבָאוּ שְׁנַיִם מִן הַשּׁוּק וְאָמְרוּ: ״יָדַעְנוּ שֶׁכְּתַב יָדָם הוּא, אֲבָל אֲנוּסִים הָיוּ, קְטַנִּים הָיוּ, פְּסוּלֵי עֵדוּת הָיוּ״ – הֲרֵי אֵלּוּ נֶאֱמָנִים. וְאִם יֵשׁ עֵדִים שֶׁכְּתַב יָדָם הוּא זֶה, אוֹ שֶׁהָיָה כְּתַב יָדָם יוֹצֵא מִמָּקוֹם אַחֵר, מִשְּׁטָר שֶׁקָּרָא עָלָיו עַרְעָר וְהוּחְזַק בְּבֵית דִּין – אֵין אֵלּוּ נֶאֱמָנִין.

§ **The Sages taught:** If **two** witnesses were **signatories on a document and they died,**[H] **and two** strangers **from the marketplace came and said: We know that this is their handwriting, but they were coerced** into signing the document, **or** if they said that **they were minors** when they signed the document, or if they said that **they were disqualified witnesses** when they signed the document, **these** strangers **are deemed credible,** as the mouth that prohibited and ratified the document is the mouth that permitted and undermined the document. **However, if there are** other **witnesses** who testify **that it is their handwriting, or if their handwriting emerges from another place, from a document that one challenged and** that **was deemed valid in court, these** witnesses from the marketplace are **not deemed credible** and their testimony does not undermine the validity of the document.

**NOTES**

**Our statement was a conditional statement – תְּנַאי הָיוּ דְּבָרֵינוּ:** Some say that signing a document that has an oral condition attached to it is an injustice, as they are signing a document from which the condition is omitted (Rid). Apparently, if it is explicitly stipulated in the document that there are no conditions, the witnesses are not deemed credible if they claim there was a condition, as they are effectively stating that they signed a false document (Ritva).

**Declaration and condition – מוֹדָעָא וּתְנַאי:** There are three opinions in the early commentaries with regard to the halakhic ruling in this case, and they explain the Gemara at length according to each. Some maintain that the *halakha* is fundamentally in accordance with the opinion of Mar bar Rav Ashi, who was the latest *amora* whose opinion was cited here, and his ruling that they are deemed credible applies even if their handwriting is authenticated by another document that they signed (Rav Hai Gaon). However, most early commentaries maintain that his ruling applies only to case where their handwriting is not authenticated by another document, as their credibility is based upon the principle: The mouth that prohibited is the mouth that permitted (Rambam). The *ge'onim* themselves disagreed with regard to the ruling here, and some ruled in accordance with the opinion of Rav Naḥman, based on the conclusion of the Gemara in *Bava Batra* (*Sefer Halttur*; Rid). No proof can be cited from the dilemma raised by Rava, which combines the cases of declaration and trust, as he raised the dilemma before Rav Naḥman, and Mar bar Rav Ashi lived many years after Rava (Meiri).

**One witness says there is a condition attached to the transaction – עֵד אוֹמֵר תְּנַאי:** The early commentaries note that the case cited is one where one witness claims with certainty that there was a condition attached, and the other is uncertain. Were they each to testify with certainty and contradict each other, the document would certainly be rendered invalid, as clearly one of them is lying (Ramban; Rashba; Ran).

**HALAKHA**

**Our statement was a conditional statement – תְּנַאי הָיוּ דְּבָרֵינוּ:** If witnesses authenticated their signatures and immediately claimed that there was an unfulfilled oral condition attached to the transaction, they are deemed credible, in accordance with the opinion of Rav Naḥman. However, in a case where their signatures can be independently authenticated, they are not deemed credible (Rashi; Rambam). Others rule that they are deemed credible even in a case where their signatures can be independently authenticated (Rav Hai Gaon; Ra'avad; Rambam *Sefer Shofetim*, *Hilkhot Edut* 3:9). See also the *Shulḥan Arukh*, who rules differently in two separate places (*Ḥoshen Mishpat* 46:37 and 82:12; see *Shakh*).

**One witness says there is a condition – עֵד אוֹמֵר תְּנַאי:** If one of the signatories on a document claims that there was an unfulfilled oral condition attached to the transaction, the defendant is exempt from payment, after taking an oath of inducement by rabbinic law. The authorities disagree about whether this is only in a case where there is no independent authentication of the signatures or if it applies even in a case where there is independent authentication (Rambam *Sefer Shofetim*, *Hilkhot Edut* 3:10; *Shulḥan Arukh*, *Ḥoshen Mishpat* 46:37 and 82:12).

**If two witnesses were signatories on a document and they died – שְׁנַיִם חֲתוּמִין עַל הַשְּׁטָר וּמֵתוּ:** If the witnesses who signed a document have died, and their signatures can be authenticated only by asking other witnesses, but the latter claim that the witnesses were compelled to sign the document or were disqualified from testifying or were minors at the time, their testimony is accepted, and the document is destroyed, in accordance with the *baraita*. If the lender claims that a deadline was set for him to ratify the document, the destruction of the document is delayed. However, if he did not explicitly make that claim, the document is destroyed immediately (Rashba; Rambam *Sefer Shofetim*, *Hilkhot Edut* 7:7; *Shulḥan Arukh*, *Ḥoshen Mishpat* 46:37).

וּמַגְבִּינַן בֵּיהּ כְּבִשְׁטָרָא מַעֲלְיָא? וְאַמַּאי? תְּרֵי וּתְרֵי נִינְהוּ!

The Gemara asks: **And** if the testimony of these witnesses is not accepted, is that to say **that we collect** debts with that document **as** one would collect debts **with a valid document? And why** would that be the case? **Aren't** the **two** signatories whose signatures were ratified **and** the **two** witnesses from the marketplace whose testimony invalidates the document contradictory witnesses?[N] Therefore, the document cannot be used to collect payment.

אָמַר רַב שֵׁשֶׁת: זֹאת אוֹמֶרֶת הַכְחָשָׁה תְּחִלַּת הֶזֵּמָה הִיא,

**Rav Sheshet said: That is to say** that **contradiction** of their testimony **is the first** stage in **rendering** them **false, conspiring witnesses,**[H] in the sense that certain restrictions that apply to the latter apply to the former as well.

**NOTES**

**Aren't the two signatories and the two witnesses contradictory witnesses – תְּרֵי וּתְרֵי נִינְהוּ:** Most commentaries explain that this refers to a case where the second pair of witnesses testifies to invalidate the testimony of the first pair of witnesses, without impugning the witnesses themselves, e.g., the witnesses were minors, relatives, or compelled to sign the document due to a threat to their lives. However, if they testify that the first witnesses are disqualified due to transgressions that they performed, the ruling in that case is like any other case where witnesses testify to disqualify other witnesses, and the testimony of the latter pair of witnesses is accepted (Ri Migash; *Tosafot*; Ramban; Rashba). Others explain that because the first pair of witnesses is dead, even if the second pair of witnesses testifies that the first set is disqualified because they were robbers or the like, the testimony of the second set is considered testimony to contradict their testimony, not to invalidate the witnesses. Therefore, it is a case of contradictory witnesses who negate each other's testimony (*Ba'al HaMaor*; Ritva).

**HALAKHA**

**Contradiction of their testimony is the first stage in rendering them false, conspiring witnesses – הַכְחָשָׁה תְּחִלַּת הֶזֵּמָה הִיא:** Witnesses whose testimony was contradicted and who were later rendered false, conspiring witnesses are subject to the full range of punishments administered to false, conspiring witnesses: Death, lashes, and monetary payment, as contradiction of their testimony is the first stage in rendering them false, conspiring witnesses, in accordance with the statements of Rav Sheshet and Rava (Rambam *Sefer Shofetim*, *Hilkhot Edut* 18:4; *Tur*, *Ḥoshen Mishpat* 38).

Perek **II**
Daf **20** Amud **a**

וּכְשֵׁם שֶׁאֵין מְזִימִין אֶת הָעֵדִים אֶלָּא בִּפְנֵיהֶם כָּךְ אֵין מַכְחִישִׁין אֶת הָעֵדִים אֶלָּא בִּפְנֵיהֶם.

**And just as** witnesses **render** other **witnesses false, conspiring** witnesses **only in their presence,** because with their testimony they render them liable to be punished, **so too,** witnesses **contradict** the testimony of other witnesses **only in their presence.**[N] Since the signatories to the document are dead, their testimony cannot be contradicted.

**NOTES**

**Contradiction of testimony and rendering witnesses false, conspiring witnesses – הַכְחָשָׁה וְהֶזֵּמָה:** There are several differences between these two forms of disallowing the testimony of witnesses. With regard to the testimony of the second pair of witnesses, they render the first pair of witnesses false, conspiring witnesses by testifying that they could not have witnessed what they claim to have witnessed because they were not in the place where they claimed that the incident they witnessed transpired. They contradict the testimony of the first pair of witnesses by partially or completely disputing the content of their testimony.

With regard to the respective consequences, when witnesses are rendered false, conspiring witnesses they receive the punishment that they sought to inflict on the person against whom they testified. The details of these *halakhot* and the exceptions to them are discussed in tractate *Makkot*. In the case of contradiction of testimony, although the first pair of witnesses is suspected of lying, they are not disqualified from testifying in other cases, and they certainly receive no punishment. In addition, with regard to rendering witnesses false, conspiring witnesses, there is a Torah decree that the testimony of the second pair of witnesses is accepted to disqualify the first witnesses. With regard to contradiction of testimony, the testimony of one pair of witnesses is no more accepted than the testimony of the other; they simply neutralize each other (*Talmidei Rabbeinu Yona*).

Rav Sheshet's opinion that contradiction of the witnesses' testimony is the first stage in rendering them false, conspiring witnesses is especially significant with regard to Rava's opinion cited in tractate *Bava Kamma*, which is also the halakhic ruling, that if the testimony of witnesses was contradicted and then those first witnesses were rendered false, conspiring witnesses, they are subject to the full range of punishments administered to false, conspiring witnesses. One does not say that because their testimony was contradicted they are no longer witnesses and cannot be rendered false, conspiring witnesses. The reason is that contradicting witnesses and rendering witnesses false, conspiring witnesses are essentially similar (see Ritva). However, Rabbi Abbahu maintains that since there is so substantive a difference between contradicting witnesses and rendering them false, conspiring witnesses, one cannot derive that restrictions that apply to one apply to the other as well.