The Geller Edition

שרשרת זהב

What You Never Saw Coming?

אונס דלא שכיח

Does being excused from blame
also excuse you from the result?

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These booklets are called **Sharsheres Zahav** (*Golden Chain*), based on the verse describing the golden chains of the Choshen (Shemos 28:13–14). Just as those chains connected the Choshen to its proper place, so too these works are intended to be small links in the golden chain of Torah transmission, connecting the learner to the teachings of Chazal, the Rishonim, the Acharonim, and the great Torah scholars of every generation.

In particular, these booklets seek to connect the reader to the illuminating Torah of the **Ketzos HaChoshen**, whose teachings serve as a central foundation throughout. Everything written here is based on the sacred words of our sages and was prepared through sincere effort to clarify and understand the sugyos in the light of their teachings.

May Hashem grant that these words find favor among those who study Torah, and may these works become worthy additions to the eternal chain of Torah transmission from generation to generation.

Amen.

How to Read This Sheet?

Each source appears first in the original Hebrew or Aramaic, with a plain English version directly underneath. A Sugya Note helps explain the source in everyday words.

A Term Note defines an important word or idea. A Takeaway sums up the main point in a line or two.

You do not need any background to follow along. Read each source, then the English, then the note. The sheet is built to walk you through the discussion one step at a time.

Do not worry if you do not finish the sheet in one sitting. A good Torah session is not measured only by how much you finish, but by how deeply you learn to think through the discussion.

אונס דלא שכיח
What You Never Saw Coming?

Does being excused from blame also excuse you from the result?

Opening Frame

Imagine a small business owner who takes out a $50,000 loan and backs it with a personal guarantee. The contract includes one strict rule: if he misses even a single payment, the lender can immediately seize the collateral, no court hearing required. When the due date arrives, the payment fails to go through. It isn't because he forgot or refused. His bank's wire system was down for three days, exactly when the payment was scheduled to process, and by the time it worked again, the deadline had already passed.

No one thinks he did anything wrong. Jewish law even has a term for this kind of situation: oness, meaning something that prevents a person from keeping his word through no fault of his own. But being free from blame is a separate question from what happens to the deadline itself. Does missing it this way still allow the lender to seize the collateral? Or does the law treat the payment as if it had arrived on time?

In other words: if a person misses a deadline through no fault of his own, does the law still hold it against him?

The key distinction to understand is that oness excuses a person morally, but it does not automatically undo the practical consequences written into an agreement. Jewish law treats these as two different issues. Whether the deadline still counts depends on how the specific case and contract are understood, which is exactly what makes this a genuine legal puzzle rather than a simple yes-or-no answer.

I. The Deadline Does Not Cost Him His Right

The Rambam states the rule, and the Kessef Mishneh traces its source.

Background

In Jewish civil law dealing with disputes over money or property, oaths are a serious legal tool. Often, when two people disagreed over a claim, the case would be settled by having one party swear an oath. To keep things moving, people would sometimes make a binding agreement that set a firm deadline for taking that oath. The passage explores what happens when someone blows past that deadline.

Two people are locked in a dispute, and they set up a binding deal with a hard deadline. The deal can be arranged two ways:

The first way, one person must show up by a set day to swear an oath. If he misses the deadline, his opponent automatically wins and collects the full claim, and doesn't even need to swear an oath himself.

The second way, the person must show up by the deadline to swear and collect what he's owed. If he misses it, he forfeits his claim completely, gets nothing, and his opponent walks away free.

Now the deadline passes and he never shows. The default rule is straightforward: the agreement's conditions were triggered, so he loses. The deal plays out exactly as written.

רמב"ם, הלכות סנהדרין ז:י | Rambam, Laws of Sanhedrin 7:10

Rambam (Rabbeinu Moshe ben Maimon, 1138 to 1204, Spain and Egypt). The Rambam arranged the whole Torah into a clear legal order. He was also a physician and communal leader in Egypt.

מי שקנו מידו שאם לא יבוא ביום פלוני ישבע יהיה חברו נאמן בטענתו ויטול כל מה שטען בלא שבועה, או שאם לא יבוא ביום פלוני וישבע ויטול אבד את זכותו ואין לו כלום ויפטר חברו, ועבר היום ולא בא נתקיימו התנאים ואבד את זכותו. ואם הביא ראיה שהיה אנוס באותו היום הרי זה פטור מקנין זה וישבע כשיתבענו חברו כשהיה מקדם, וכן כל כיוצא בזה.

Someone from whom a binding agreement was taken that if he does not come on a certain day to swear, his fellow will be believed in his claim and will collect everything he claimed without an oath; or that if he does not come on a certain day to swear and collect, he loses his right and has nothing, and his fellow is released — and the day passed and he did not come: the conditions have been met, and he has lost his right. But if he brought proof that an unavoidable event kept him away that day, he is released from this agreement, and he will swear when his fellow sues him again, exactly as before. And so, too, in any similar case.

Term Note

אונס | ***Oness*** **/ Unavoidable Event**

An event beyond a person's control that prevents him from doing what he was supposed to do, such as a sudden illness or accident. It is different from simply changing his mind.

כסף משנה, שם. | Kessef Mishneh, ad loc

Rav Yosef Karo (1488 to 1575, Spain and Tzfat), the same author of the Shulchan Aruch. His Kessef Mishneh traces many of the Rambam's rulings back to their earlier sources.

כתב ספר מצות גדול שכך הורו הגאונים והביא הוא ז"ל ראיה מהירושלמי (קידושין, פ"ג ה"ב) דגרסי' התם המתנה אם לא אעשה לך כך וכך ביום פלוני

The Sefer Mitzvos Gadol noted that this ruling, the one about an unavoidable event excusing a missed deadline, was the position of the Geonim, the leading rabbinic authorities of the early medieval period.

He brought proof from the Jerusalem Talmud (Kiddushin 3:2): a person sets a condition on himself, saying something like, "If I don't do such-and-such by a certain day, then this consequence will follow." Then an unavoidable event, something outside his control, stops him from meeting the deadline.

Rabbi Yochanan says we treat the situation as though the condition was never broken, as if he never failed to act. The unavoidable event excuses him, so the penalty doesn't kick in.

Reish Lakish says the opposite: we treat it as though the deadline simply passed and the condition took effect. On his view, the unavoidable event doesn't undo the consequence.

The law follows Rabbi Yochanan, not Reish Lakish.

יהא כך ואירע לו אונס, רבי יוחנן אומר אונסא כמאן דלא עבד וריש לקיש אמר אונסא כמאן דעבד, והלכה כרבי יוחנן לגבי ריש לקיש.

Sugya Note

The Kessef Mishneh is showing the full chain of authority behind this law. The Rambam didn't invent it, he drew it from the Geonim, whose position the Semag had already quoted. And the Geonim, in turn, rested it on the debate in the Jerusalem Talmud between Rabbi Yochanan and Reish Lakish.

Since the law follows Rabbi Yochanan, the principle is settled: when an unavoidable event prevents someone from meeting a deadline, the law treats the condition as never having been triggered. His legal standing and his rights remain exactly where they stood before the deadline, as if that moment had never carried any penalty at all.

מבואר מדברי הכס"מ, דמקור דברי הרמב"ם דבמקום אונס לא נתקיים התנאי ולא איבד זכותו, הוא מדברי הגאונים שהביא הסמ"ג, ויסוד הדין הוא מדברי הירושלמי, דפליגי ר' יוחנן וריש לקיש במתנה על דבר ואירע לו אונס, וקיי"ל כר' יוחנן דאונסא כמאן דלא עבד, והיינו דמחמת האונס לא חשיב שנתקיים התנאי, וממילא נשאר דינו וזכותו כמו שהיה מקודם.

Takeaway

According to the Rambam, an unavoidable event that keeps someone from meeting a condition does not cost him a right he already had.

II. The Proof Seems to Say the Opposite

The Bach reads Rabbi Yochanan's words very differently.

ב"ח, סימן כא, ס"ק א | Bach, Siman 21, Note 1

Rav Yoel Sirkis (1561 to 1640, Poland). His Bayis Chadash, known as the Bach, is famous for tracking every ruling in the Tur back to its Talmudic source.

But if Rabbi Yochanan only cares whether the deadline was met, not why it was missed, his ruling might actually prove the opposite of what they needed.

וראיה זו תמוה, דהא משמע דר"י סבר דאין חוששין לאונסו

וכיון דלא נתקיים התנאי אף המעשה בטל כאילו לא היה מקיים ברצון דדין אונס כדין הרצון וא"כ איפכא שמעינן לה מהתם.

This proof is hard to accept. Rabbi Yochanan seems to say the reason doesn't matter at all: if the condition wasn't met, whatever depended on it falls away, whether the person was stopped by something beyond his control or simply chose not to act. Being stopped by an unavoidable event, on this reading, counts the same as choosing not to act.

That's a problem. The Semag and Kessef Mishneh cited this very line to prove that an unavoidable event protects a person who misses a deadline.

Sugya Note

דהיינו דלכאורה אדרבה דמוכח להיפך, דאם התנה שאם לא יעשה דבר פלוני ביום פלוני יתבטל המעשה, ולבסוף לא עשאו מחמת אונס, וקאמר ר' יוחנן "אונסא כמאן דלא עבד", והיינו דאף דמה שלא קיים התנאי היה מחמת אונס, מ"מ אין האונס נחשב כאילו קיים את התנאי, אלא דיינינן ליה כמי שלא עשאו כלל. ונמצא דהתנאי לא נתקיים והמעשה בטל. וא"כ אדרבה, מהירושלמי משמע דאונס אינו מבטל את התנאי, אלא אף במקום אונס אזלינן בתר מה שאירע בפועל. וזהו היפך דברי הרמב"ם, דס"ל שאם לא בא מחמת אונס אינו מאבד את זכותו, ולכן צ"ע על הסמ"ג והכס"מ שהביאו מדברי ר' יוחנן ראיה לשיטת הרמב"ם.

Here's the problem laid out concretely. Someone makes a condition: "If I don't do this by a certain day, the act is void." He fails to do it, but only because an unavoidable event stopped him. Rabbi Yochanan rules: we treat it as though he did not do it. The condition wasn't met, so the act is void.

That looks backwards. It suggests an unavoidable event does nothing to save the condition, the law just goes by what actually happened. But the Rambam says the opposite: someone stopped by an unavoidable event does not lose his right. So the Semag and Kessef Mishneh have a real problem, the very source they cited to prove the Rambam's rule seems to disprove it.

The same words carry two different readings. Rabbi Yochanan's phrase is אונסא כמאן דלא עבד — "an unavoidable event is treated as though he did not do it."

How it was first understood:

אונסא כמאן דלא עבד ("treated as though he did not do it") — read as: he is excused, as if the missed deadline never happened to him. On this reading, the words are protective. That's why the Semag and Kessef Mishneh thought this line backed up the Rambam.

How the words actually read:

אונסא כמאן דלא עבד ("treated as though he did not do it") — the exact same words, but read as: the act itself did not happen. Not "he's excused," just "it didn't get done." The phrase isn't promising anything good or bad, it's only describing a fact: the act stayed undone.

- Heard one way, the words say: *he's protected, so treat the deadline as met.*
- Read plainly, the words say: *the act didn't happen, so treat it as not done.*

Same four Hebrew words. The first reading hears a promise of protection. The second reading hears a flat statement of fact, one that happens to be the opposite of what the Rambam needs,

since the Rambam wants the missed deadline treated as though it were met, not treated as though nothing happened at all.

Takeaway

The Semag and Kessef Mishneh cited Rabbi Yochanan's ruling ("an unavoidable event is treated as though he did not do it") as proof that an unavoidable event protects a person who misses a deadline. But read plainly, Rabbi Yochanan actually seems to say the opposite, that the law ignores the unavoidable event and goes strictly by what happened, that the deadline wasn't met, so the proof appears to undercut the very ruling it was meant to support.

III. Two Different Kinds of Conditions

The Shach puts the two cases side by side.

Background

The Shach argues that this objection dissolves once you see that the Yerushalmi is actually a different kind of case entirely.

ש"ך, שם, ס"ק ג | Shach, ad loc., Note 3

Rav Shabsai HaKohen (1621 to 1662, Lithuania and Poland). His Shach on Choshen Mishpat is one of the two commentaries printed on nearly every page of that section of Shulchan Aruch.

The Yerushalmi's actual case

A man makes an obligation depend on a condition being fulfilled by a certain day. The condition is not fulfilled because of an unavoidable event. Rabbi Yochanan rules that we treat the required act as not having been done. Since the condition was never fulfilled, the new obligation does not take effect.

The key: keep the status quo

The **status quo (chazaka)** means the legal position that was already in place before the condition was supposed to change anything.

The basic question is simple: where did everyone stand before the deadline was missed?

The Rambam's case: you already have the right.

The person already has a right. If he misses the deadline, he is supposed

ועוד נ"ל ברור, דגם הירושלמי סובר כש"ס דידן ואין ענין דינו הירושלמי לכאן כלל, דבירושלמי מיירי להדיא שאמר לה מקדש אני לך ע"מ מכניסיך ליום פלן, ואין אתא יום פלן כנסתיך לא יהוי לי כלום, ואירע לו אונסא, ר"י אומר אונסא כמאן דלא עבד, ואה"נ דס"ל לר"י דהיכא דאדם

to lose it. But if he misses the deadline only because of an unavoidable event, he keeps the status quo. The unavoidable event does not cause him to lose the right he already had. His legal position remains where it was before.

The Yerushalmi's case: you do not yet have the new right.

Here, something new is supposed to happen only if a condition is fulfilled. But the condition is never fulfilled because of an unavoidable event. Again, the status quo stays in place. The unavoidable event does not make the condition count as fulfilled and create something that was not there before.

So the same idea works in both cases:

- If you already have the right, the unavoidable event does not take it away.

- If you do not yet have the right, the unavoidable event does not create it for you.

That is what lies behind the Shach's distinction. An unavoidable event can protect someone from a consequence, but it cannot create a new obligation that depended on a condition being fulfilled.

The Bach saw Rabbi Yochanan's words, "treated as though he did not do it," and understood them to mean that the unavoidable event simply does not help.

The Shach answers that it can help, but only by preserving the status quo. It does not turn an unfulfilled condition into a fulfilled one and create a new legal position.

מחייב עצמו נגד חבירו בדבר שלא היה חייב על תנאי, וארעו אונס לזה שחייב עצמו שלא קיים התנאי, פטור, והרי הדבר כמו שהיה מקדם, אונס רחמנא פטריה, אבל מי שחייב עצמו נגד חבירו בדבר שלא היה חייב ע"מ שיעשה לו חבירו איזה ענין ליום פלוני, וארעו אונס לחבירו, אין המתחייב חייב בשביל אונסו של זה, דאונס רחמנא פטריה אמרי' אבל אונס רחמנא חייביה לא אמרי', ומה לו בזה שארעו לחברו אונס, הרי לא קבל על עצמו חיוב זה אלא על תנאי זה, וכיון שלא קיים חברו התנאי, אף שהוא מחמת אונס למה יתחייב הוא.

Sugya Note

The Rambam's case and the Yerushalmi's case are really asking the same question: what was the status quo before the condition was supposed to change it?

In the Rambam's case, the person already has the right. The unavoidable event prevents him from losing it, so the status quo remains in place.

In the Yerushalmi's case, the new right or obligation does not yet exist. Since the condition was never fulfilled, the unavoidable event does not create it. Here too, the status quo remains in place.

מבואר מהש"ך, דבאמת אין סתירה בין הירושלמי לדברי הרמב"ם, דבשניהם האונס משאיר את הדין בחזקתו כמו שהיה מקודם. בנידון הרמב"ם, האדם כבר היה מוחזק בזכותו, ורק אם לא יקיים את התנאי היה מפסיד אותה. כיון שלא קיימו מחמת אונס, אמרינן "אונס רחמנא פטריה", ואינו מאבד את זכותו, אלא נשאר בחזקתו הראשונה.

משא"כ בירושלמי, החיוב החדש לא היה חל אלא אם יתקיים התנאי בפועל. כיון שהתנאי לא נתקיים, אף שהיה מחמת אונס, אין האונס נחשב כאילו נתקיים התנאי כדי ליצור חיוב חדש. ד"אונס רחמנא פטריה" אמרינן, אבל "אונס רחמנא חייביה" לא אמרינן.

נמצא דבשני האופנים נשאר הדין בחזקתו: מי שכבר

That's the resolution. The unavoidable event leaves the case where it already stood.

יש לו זכות אינו מפסידה מחמת האונס, ומי שלא היה לו חיוב או זכות חדשה אינו זוכה בה מחמת האונס.

Takeaway

An unavoidable event preserves the status quo: if you already had the right, you keep it; if you did not yet have the right, the unavoidable event does not create it.

IV. The Ketzos Tests the Rule

A Mishnah in Gittin puts pressure on Reish Lakish's opinion.

Background

Reish Lakish disagrees with Rabbi Yochanan about what happens when a person is prevented by an unavoidable event:

- **Rabbi Yochanan**: It is considered as though he **did not act**.

- **Reish Lakish:** It is considered as though he **did act**, the condition is treated as fulfilled despite the unavoidable event.

Until now, we followed Rabbi Yochanan. The Gemara now examines Reish Lakish's view regarding a **get that takes effect only if a certain condition is fulfilled**.

קצות החושן, שם, ס"ק א | Ketzos HaChoshen, ad loc., Note 1

Rav Aryeh Leib Heller (1745 to 1812, Galicia). The Ketzos is famous for showing that money law isn't just practical. It has deep structure, categories, and logic underneath.

איכא דמידק לר"ל דס"ל אונס רחמנא חייביה וכמאן דעבד, מהא דתנן פרק מי שאחזו (גיטין, ע"ה:), הרי זה גיטך ע"מ שתשמשי את אבא, ע"מ שתניקי את בני, מת אב או הבן, אינו גט וע"ש, ואמאי אינו גט, הרי ה"ל אונס וכמה דעבד.

Some raise a question against Reish Lakish, who holds that an unavoidable event counts as though the person acted. The Mishnah in the chapter Mi She'achazo (Gittin 75b) says: "This is your get on condition that you serve my father," or "on condition that you nurse my son." If the father or the son dies, it is not a get.

But why not? The wife was blocked by something completely beyond her control, the person she was supposed to serve or nurse died. That's a textbook unavoidable event. By Reish Lakish's own rule, that should count as though she had fulfilled the condition, and the get should be valid. Yet the Mishnah says it isn't. The Mishnah seems to flatly contradict him.

Term Note

גט | ***Get*** **| Jewish Divorce Document**

The legal document a husband gives his wife to end their marriage. Jewish law lets him attach conditions to it, which is exactly what these sources examine.

Sugya Note

According to Reish Lakish, if a person is prevented by something beyond his control, it is considered as though he had fulfilled the condition. Here, the woman was unable to fulfill the condition because of an unavoidable event. Therefore, according to Reish Lakish, the condition should be considered fulfilled and the **get should be valid**. Yet the Mishnah says that it is not.

דהיינו דריש לקיש ס"ל דאונסא כמאן דעבד, והיינו דמחמת האונס חשיב כאילו נתקיים התנאי, אם כן קשה מהא דתנן בגיטין, באומר הרי זה גיטך על מנת שתשמשי את אבא או שתניקי את בני, ומת האב או הבן, דאינו גט. ולכאורה הרי נאנסה מלקיים התנאי, ולדעת ריש לקיש היה לנו לומר דאונסא כמאן דעבד וייחשב כאילו קיימה את התנאי, ומדוע אינו גט.

Background

Up to now we've had the two positions, Rabbi Yochanan (an unavoidable event is treated as though the person did not act) vs. Reish Lakish (as though he did act). Rav Boruch Ber steps back and asks a deeper question: why does an unavoidable event excuse a person in the first place?

שיעורי מרן רבי ברוך בער, כתובות, סימן א | Shiurei Rav Boruch Ber, Kesubos, Siman 1

Rav Boruch Ber Leibowitz (1866 to 1939, Lithuania). A leading student of Rav Chaim Brisker, he built his own yeshiva in Kamenitz and became known for sharp, original applications of his teacher's method.

It seems that Rabbi Yochanan and Reish Lakish disagree about the basic reason why a person is excused when an unavoidable event prevents him from acting.

Rabbi Yochanan holds that the Torah itself excuses a person who is prevented from acting. This exemption only protects him from being held responsible; it does not treat him as though he actually performed the required action. Therefore, if a marriage depends on fulfilling a condition and an unavoidable event prevents him from fulfilling it, the marriage does not take effect, because the condition was never actually fulfilled.

ולכאו' י"ל דבשאלה זו אם פטור אונס הוא משום אונס רחמנא פטריה או משום דאדעתא דהכי לא עביד, בזה פליגי ר"י ור"ל בירושלמי, דר"י ס"ל דפטור אונס הוא משום אונס רחמנא פטריה, ואם כן הפטור הוא רק שלא לחייבו על שעבר, אבל לא להיחשב כמאן דעביד, ולהכי בקידושין דהתנה על מנת שאכניסך ליום פלוני

בטלי הקידושין דחסר קיום התנאי בפועל, אבל ר"ל ס"ל דפטור אונס הוא משום דאדעתא דהכי לא עביד, וכיון דזה תלוי בכוונתו יכולים לומר דכוונתו היתה שאם לא יוכל לקיים מחמת אונס דיחשיב כמו שקיים בפועל כו', גם היה נ"מ בין הטעמים באונס דלא שכיח כלל, דאם הפטור מטעם דאונס רחמנא פטריה א"כ דלא שכיח כלל כ"ש דפטור, אבל אם נאמר דהטעם הוא משום דאדעתא דהכי לא עביד יכולים לומר מתי שייך אונס בדבר שעלה על דעתו כמו באונס דשכיח ולא שכיח, דעולה על דעתו שיכול להיות האונס ואדעתא דהכי לא עשה, אבל אונס דלא שכיח כלל שאינו עולה על דעתו דיכול להתרחש, בזה לא שייך להגיד שמקודם לא גמר בדעתו להקנות באופן זה, ולכן באונס דלא שכיח כלל אין טענת אונס ע"ש.

Reish Lakish, however, holds that the exemption is based on the person's intent. We assume that when he made the condition, he did not intend it to apply if an unavoidable event prevented him from fulfilling it. Therefore, when such an event occurs, the condition can be treated as though it was fulfilled.

There is also a practical difference between these two approaches when the event was completely unforeseeable. According to Rabbi Yochanan, the more unavoidable the event was, the stronger the reason to excuse him. According to Reish Lakish, however, the exemption depends on what the person could have had in mind when making the condition. If the event was so unusual that he could never have anticipated it, we cannot say that he intended to make an exception for it.

Thus, according to Reish Lakish, a completely unforeseeable event may actually provide less basis for claiming an unavoidable event.

In short: Rabbi Yochanan sees an unavoidable event as an excuse for not fulfilling the condition. Reish Lakish says that when the condition was made, the person never intended it to apply if an unavoidable event prevented him from fulfilling it.

Term Note

אונס דלא שכיח כלל | ***Oness D'Lo Shechiach Klal*** | **Utterly Rare Event**

An event so unusual that it would not normally enter a person's mind when he made the agreement.

Sugya Note

ואפשר לבאר סברת הש"ך ע"פ חקירה בעיקר דין אונס, אם יסודו מדין "אונס רחמנא פטריה", דעצם המעשה והתנאי עומדים במקומם אלא שהתורה פוטרת את האנוס מתוצאת אי־קיומו, או דילמא יסודו מצד אומדנא ד"אדעתא דהכי לא עביד", דמעיקרא לא היתה דעתו להתחייב ולהפסיד באופן מה שלא נתקיים התנאי מחמת אונס.

The Shach's position can perhaps be explained by examining the basic reason why a person is excused when an unavoidable event prevents him from fulfilling a condition. There are two possible explanations.

The first is that the Torah excuses a person who was prevented from acting. According to this approach, the condition itself remains unchanged; the Torah simply does not hold the person responsible for failing to fulfill it.

The second approach is based on the person's original

intent. We assume that when he accepted the condition, he never intended to bind himself in a situation where an unavoidable event would prevent him from fulfilling it.

Rabbi Baruch Ber explains that this is the dispute between Rabbi Yochanan and Reish Lakish in the Yerushalmi.

Rabbi Yochanan follows the first approach. An unavoidable event merely excuses the person; it does not make it as though he actually performed the required action. Therefore, if a man makes a marriage conditional upon bringing the woman home by a certain day, and an unavoidable event prevents him from doing so, the marriage does not take effect. Although he was not at fault, the condition was never actually fulfilled.

Reish Lakish, however, follows the second approach. The rule is based on the person's intent when making the condition. We can therefore assume that he never intended for the condition to prevent the transaction from taking effect when an unavoidable event made it impossible to fulfill. In such a case, the condition can be treated as though it was fulfilled.

There is another important difference between these two approaches when dealing with a completely unforeseeable event. According to Rabbi Yochanan, the exemption does not depend on what the person had in mind. If he truly could not fulfill the condition, the Torah excuses him. In fact, the more unavoidable and unexpected the event, the stronger the reason to excuse him.

According to Reish Lakish, however, everything depends on the person's intent. We can only say that he intended to make an exception for an event that he could reasonably have considered. If the event was so unusual that it could never have entered his mind, we cannot say that he intended to make an exception for it.

Based on Rabbi Baruch Ber's explanation, we can answer the Ketzos's question from the Mishnah in Gittin. The Mishnah discusses a man who gives his wife a get on condition that she serve his father or nurse his child. If the father or child dies before she fulfills the condition, the get does not take effect.

At first glance, this seems difficult according to Reish Lakish. If an unavoidable event is treated as though the

דהנה ביאור מרן הגאון הרב ברוך בער זצוקללה"ה, דבחקירה זו גופא פליגי ר' יוחנן וריש לקיש בירושלמי. דר' יוחנן ס"ל דיסוד פטור אונס הוא משום "אונס רחמנא פטריה", והיינו דאונס אינו נחשב כאילו עשה את המעשה, אלא הוא דין פטור בלבד שלא לחייבו מחמת מה שלא עשה. ומשו"ה בקידושין שהתנה ע"מ שיכניסנה ביום פלוני ונאנס ולא הכניסה, בטלו הקידושין, דסוף סוף התנאי לא נתקיים בפועל. משא"כ ריש לקיש ס"ל דיסוד דין אונס הוא משום אומדנא ד"אדעתא דהכי לא עביד", והיינו דאזלינן בתר דעתו וכוונתו בשעת התנאי. וממילא יש לומר דדעתו היתה שבאופן שלא יוכל לקיים מחמת אונס, לא יעכב האונס את חלות המעשה, אלא יהא נידון כאילו נתקיים התנאי.

ועוד נפק"מ בין שני הטעמים באונס דלא שכיח כלל. דאי פטור אונס הוא מדין "אונס רחמנא פטריה", אין הפטור תלוי כלל בדעתו בשעת ההתחייבות, אלא כל היכא שנאנס ולא היה בידו לקיים, פטרתו תורה, ואדרבה ככל שהאונס גדול ובלתי מצוי יותר, טפי יש מקום לפוטרו. אבל אי יסוד הפטור הוא משום "אדעתא דהכי לא עביד", הרי כל הפטור מיוסד על אומדנא בדעתו, שאילו היה יודע שיארע אונס זה לא היה מקבל על עצמו את ההתחייבות באופן זה. ולכן דוקא באונס ששייך שיעלה על דעתו אמרינן דאדעתא דהכי לא התחייב. משא"כ אונס דלא שכיח כלל, שלא היה שייך שיעלה על דעתו בשעת ההתחייבות, לא שייך לומר דאדעתא דאונס זה לא התחייב, שהרי מעולם לא העלה אפשרות זו על דעתו. וממילא מצד סברא זו אין לנו להפקיע את התחייבותו.

וממילא ע"פ דברי רבינו זצ"ל יש ליישב קושיית הקצוה"ח מהא דתנן בגיטין,

condition was fulfilled, the death of the father or child should not prevent the get from taking effect.

The answer may be that Reish Lakish's rule is based entirely on the husband's original intent. The death of the father or child, however, is considered a completely unforeseeable event, something he never contemplated when making the condition. We therefore cannot say that he intended to make an exception for such a case.

Accordingly, even Reish Lakish agrees that in this situation the condition is **not** treated as fulfilled. Since the condition was never actually performed, the get does not take effect.

הרי זה גיטך ע"מ שתשמשי את אבא או שתניקי את בני, ומת האב או הבן, דאינו גט. דיש לומר דאף לריש לקיש דס"ל בעלמא דאונסא כמאן דעבד, מ"מ היינו משום דס"ל דיסוד דין אונס הוא משום "אדעתא דהכי לא עביד", ולכן במקום אונס אמרינן דלא היתה דעתו שהתנאי יעכב באופן שנאנס. אבל במיתת האב או הבן, דהוי אונס דלא שכיח כלל ולא היה עולה על דעתו בשעת התנאי, לא שייך לומר "אדעתא דהכי לא עביד". ובכה"ג מודה ריש לקיש דלא חשיב כמאן דעבד, וכיון דבפועל לא נתקיים התנאי, אין הגט חל.

Takeaway

Reish Lakish's rule is based on the person's intent. It therefore applies only to unavoidable events he could have reasonably anticipated. The death of the father or child was completely unexpected, so it was not included in his intent. Therefore, even Reish Lakish agrees that the condition was not fulfilled and the get is invalid. This is why the Mishnah in Gittin does not contradict his view.

V. A Condition Interrupted by Death

A different Mishnah, about a get tied to a fixed period of time.

משנה, גיטין עו: | Mishnah, Gittin 76b

This Mishnah, from the same tractate, looks at a get tied to a set time period, not to someone else's action.

"This is your get if I do not come from now until twelve months," and he died within the twelve months. It is not a get.

הרי זה גיטיך אם לא באתי מכאן ועד י"ב חדש ומת בתוך י"ב חדש אינו גט.

גמרא, שם | .Gemara, ad loc

The Gemara asks right away exactly when this ruling takes effect.

Rabbi Elazar asked an elder: Do we permit her to remarry right away, since he clearly isn't coming? Or only after the twelve months, since only then has he actually met his condition?

א"ל ר"א להההוא סבא, לאלתר שריתוה, לאלתר שריתוה דהא לא אתי, או דלמא, לאחר י"ב חדש שריתוה דהא אקיים ליה תנאיה.

Sugya Note

Rabbi Elazar wasn't sure when to permit her. Right after his death? Once he's dead, it's certain he won't come back within the twelve months, so the condition is as if it has already been settled. Or only after the full twelve months have passed, since that was the condition which he stipulated.

דנסתפק ר' אלעזר אימתי יש להתירה, האם מיד לאחר מיתתו, דכיון שמת שוב ברור שלא יבוא בתוך י"ב חודש, ונמצא שכבר נתברר שיתקיים התנאי, או דילמא אין התנאי נחשב כמקוים עד שיעברו י"ב חודש בפועל, דכך היתה צורת התנאי שהתנה, שלא יבוא במשך כל י"ב החודש.

Tosafos, ad loc., s.v. d'ha akim | תוספות, שם, ד"ה דהא אקיים

Tosafos are the collected questions and comments of the medieval French and German Talmudists, active from the twelfth through fourteenth centuries. They read every Gemara against every other Gemara, and rarely let an answer stand without testing it against a hard question.

And if you ask: why wait? The condition will certainly be met, since once he's dead, he isn't coming home.

וא"ת לאלתר מה יש לחוש, דהא ודאי יתקיים התנאי דכיון דמת לא ישוב עוד לביתו.

Sugya Note

Tosafos ask the obvious question: once he dies within the twelve months, it's already certain he won't come back. So why does the Gemara even consider waiting? Why not free her the moment he dies, since the outcome is already clear?

דהקשו התוס', דלכאורה מאחר שמת בתוך י"ב חודש, שוב ודאי שלא יבוא עד סוף י"ב חודש, וא"כ כבר בשעת מיתתו ברור לנו שהתנאי של "אם לא באתי" עתיד להתקיים. וא"כ צ"ע מהו צד הספק בגמ' להמתין עד לאחר י"ב חודש, ולמה לא תהא מותרת מיד בשעת מיתתו, כיון שכבר עתה ברור בודאות שלא יבוא עוד ויתקיים התנאי.

Pnei Yehoshua, ad loc. | פני יהושע, שם

Rav Yaakov Yehoshua Falk (1680 to 1756, Poland and Frankfurt). As a young man he survived a gunpowder explosion that killed his wife and daughter, and he vowed then to devote the rest of his life to Torah study.

The Ran explains it differently: the husband never imagined he might die within the twelve months. So when he said "if I don't come" by the end of twelve months, he meant the divorce to take effect only at the end of that period. That is why she stays forbidden until the time is up.

והר"ן ז"ל מפרש בענין אחר, דאיהו ודאי לא סליק אדעתיה שימות תוך י"ב חדש, וא"כ מסתמא כשאמר לה אסלא אבא לאחר י"ב חדש, לא גמר בדעתו להתירה אלא בסוף י"ב חדש, ומש"ה אסורה עד סוף הזמן.

Sugya Note

When the husband gave the get, it never occurred to him that he might die within the twelve months. Therefore, we cannot say that he intended the get to take effect immediately if he died. Rather, when he said, "If I do not return within twelve months," his intention was for the get to take effect only at the end of the twelve months. Therefore, even if he dies during that time and it is certain that he will not return, the get does not take effect until the twelve months have passed.

The Pnei Yehoshua shows from here that a person's death during the specified time is considered a completely unforeseeable event, since the husband did not consider the possibility that he might die.

The same reasoning can be applied when the father or child dies. Their death was not something the husband had in mind when making the condition. Therefore, even according to Reish Lakish, who normally treats an unavoidable event as though the condition was fulfilled based on the person's intent, that reasoning does not apply here. Since this possibility never entered his mind, we cannot say that he intended to make an exception for it.

Therefore, the condition remains unfulfilled and the get does not take effect.

דהיינו דכיון שבשעת נתינת הגט לא עלה על דעת הבעל שימות בתוך י"ב חודש, ממילא אין לומר דדעתו היתה שבמקרה שימות יחול הגט מיד. אלא כשאמר "אם לא באתי מכאן ועד י"ב חודש", גמר בדעתו שהגט יחול רק בסוף י"ב חודש, לאחר שיעבור כל הזמן שקבע. ולכן אף שמת באמצע הזמן וברור שלא יבוא עוד, אין הגט חל מיד, אלא צריך להמתין עד סוף י"ב חודש, דאז הוא הזמן שעליו היתה דעתו שיחול הגט.

ומבואר מדברי הפנ"י, דמיתת אדם בתוך הזמן שקבע חשיבא אונס דלא שכיח כלל, דלא סליק אדעתיה בשעת התנאי שימות בתוך הזמן. ולפי"ז נראה דה"ה במת האב או הבן, דגם מיתתם לא היתה בכלל הדברים העולים על דעתו בשעת התנאי, וממילא חשיב אונס דלא שכיח כלל. ולפיכך אף לריש לקיש, דס"ל בעלמא דאונסא כמאן דעבד משום "אדעתא דהכי לא עביד", הכא לא שייך סברא זו, דבאונס שלא עלה על דעתו כלל ליכא למימר דאדעתא דהכי לא התנה, וממילא אין כאן טענת אונס והתנאי לא נתקיים.

Beis Yosef Responsum, Laws of Kiddushin, No. 3, citing the Riv'ash
תשובת בית יוסף, דיני קידושין, סימן ג, בשם הריב"ש

Rav Yitzchak bar Sheshet Perfet, known as the Riv'ash (1326 to 1408, Spain and Algeria). Forced by riots to flee Spain for North Africa, his Written Rulings (Responsa) became a foundational source for later authorities on Jewish law.

And furthermore, there is no difference between a father dying and a house collapsing on him. Both are utterly rare events.

ועוד דלא מפלגינן בה בין מת האב לנפל עליו הבית דהוי אונס דלא שכיח כלל.

Sugya Note

This confirms it directly: a parent's death counts as an utterly rare event. And that resolves the Ketzos's question.

Recall the difficulty. In Gittin, the Mishnah rules that a get tied to "serve

מבואר להדיא דמיתת האב או הבן חשיב אונס דלא שכיח כלל. ולפי זה מיושבת קושיית

my father" or "nurse my son" doesn't take effect if the father or son dies, even though the wife was stopped by something entirely beyond her control. On the surface, that clashed with Reish Lakish, who normally treats an unavoidable event as though the person fulfilled the condition. Shouldn't the death count as though she performed it, making the get valid

Now we see why it doesn't. Reish Lakish's rule is built on reading the person's intent, and that reading only works for obstacles he could have imagined and meant to exclude. But a parent's death is an utterly rare event, not something that crossed anyone's mind when the condition was made. Since it can't be folded into an intent nobody had, even Reish Lakish agrees there's no claim of an unavoidable event here. The condition simply went unmet, and so the get never takes effect.

The Mishnah in Gittin, then, was never a contradiction to Reish Lakish at all. Once his rule is properly understood as grounded in intent, and therefore limited to foreseeable obstacles, the case of a parent or child's death falls cleanly outside its reach, and the Mishnah fits him perfectly.

הקצות על דברי הש"ך, דבגיטין תנן, הרי זה גיטך על מנת שתשמשי את אבא, על מנת שתניקי את בני, מת האב או הבן, אינו גט, ולכאורה אמאי אינו גט, והרי הוי אונס וכמאן דעביד, אך לפי המבואר, הכל מיושב, דמיתת האב או הבן הוי אונס דלא שכיח כלל, ואונס דלא שכיח כלל, אפילו ריש לקיש מודה דאין בו טענת אונס, ולפיכך אין הגט חל.

Takeaway

A parent or child's death is exactly the kind of event that never crossed anyone's mind when the condition was made. Even on Reish Lakish's approach, it doesn't count as done.

AT A GLANCE

The Rambam: Someone who misses a deadline because of a real unavoidable event doesn't lose the right he already had.

The Bach: Questions the proof from the Yerushalmi. Rabbi Yochanan's words seem to say an unavoidable event never counts as meeting a condition, which looks like the opposite of the Rambam's rule.

The Shach: Resolves it. An unavoidable event can protect an existing right. It can't create a new obligation that depended on a condition actually being met.

The Ketzos: Asks how that fits Reish Lakish, who elsewhere treats an unavoidable event as though the act was done, against a Mishnah in Gittin where a parent's death doesn't turn a conditional get into a divorce.

Rav Boruch Ber's Rabbi Yochanan: An unavoidable event is a plain Torah exemption. It doesn't change what actually happened. The condition stays unmet.

Rav Boruch Ber's Reish Lakish: An unavoidable event works because it reflects the person's original intent. He never meant the condition to hold him back if he was stopped, so it counts

as done. But that only works for something that could have crossed his mind.

The Pnei Yehoshua and the Riv'ash: A death that interrupts a fixed period, or a parent's death mid-agreement, is exactly the kind of event that would never have crossed anyone's mind. Even on Reish Lakish's approach, it doesn't count as done.

The Ketzos's question can now be answered: the get in the Mishnah doesn't take effect, because a parent's death is exactly the sort of utterly rare event that even Reish Lakish would agree can't be read into someone's original intent.

Conclusion

We began with a borrower who missed a loan payment because his bank's wire system went down, through no fault of his own. Jewish law excuses him from blame. But the sources here ask a sharper question: does that excuse simply protect him from the result of missing the deadline, or does it go further, counting as though he had actually met it?

The Rambam and the Yerushalmi trace this to a dispute between Rabbi Yochanan and Reish Lakish. The Bach's challenge and the Shach's answer settle the more common case: an unavoidable event protects a right a person already had. It doesn't create an obligation that depended on someone else meeting a condition.

Rav Boruch Ber gives that dispute a deeper foundation. On his reading, Rabbi Yochanan treats the exemption as a plain Torah exemption: the condition itself was never met, and nothing changes that. Reish Lakish, by contrast, reads the person's original intent — since he never meant the condition to hold him back if something beyond his control happened, the unavoidable event itself counts as fulfillment.

That distinction matters most in the hardest case: an event that never crossed anyone's mind. On an intent-based reading, an event that never entered a person's mind can't be treated as something he silently planned around. That is why, even for Reish Lakish, a parent's sudden death doesn't turn an unmet condition into a met one.