

## אימת מטא גיטא לידך – When did the *Get* come into your possession

### Overview

כתב ליתן explained that we are not concerned (by a lost גט) that perhaps לקוחות can always claim to the woman, 'present witnesses when you actually received the גט' (and if it was before we purchased the פירות you are entitled to them). It would seem that the לקוחות should always be allowed to make this claim, so that a woman cannot collect פירות unless she provides proof when she received the גט. Our תוספות disabuses us from this notion.

בשאר גיטין לא אמרינן כן דמסתמא ביום שנכתב נמסר<sup>1</sup> אבל זה דנפל אתרע:

By other גיטין (which were not lost and found), we do not say this that the לקוחות can force her to bring proof when she received the גט, for presumably it was delivered on the date in which it was written; however this גט, since it was lost, it is flawed, so therefore the לקוחות have the right not to pay unless she presents עדים when she received the גט.

### Summary

It is only by a גט שנפל that the לקוחות can claim לידך (since it was אתרע), but not by other גיטין (which were not lost).

### Thinking it over

Why indeed should not the ruling be that in all circumstances<sup>2</sup> the לקוחות have the right to claim לידך גיטא מטא גיטא לידך?!

<sup>1</sup> If the date on the גט precedes their date of purchase they must pay her for these פירות. The לקוחות cannot force her to bring עדים when לידך גיטא מטא גיטא לידך.

<sup>2</sup> Especially since she has the option of going to another בי"ד (which does not know that she lost her גט), and the לקוחות may lose out (see (רמב"ן).