JUDAISM

# The Talmud

## Ketubot

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# Contents

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## Chapter 1

[1] MISHNA: A virgin is married on Wednesday and a widow on Thursday. The reason for the former is that twice a week courts convene in the towns, on Monday and Thursday, so that if the husband had a claim concerning the bride’s virginity when consummating the marriage on Wednesday night, he would go early the next day to court and make his claim.

[2] GEMARA: Rav Yosef said that Rav Yehuda said that Shmuel said: Due to what reason did they say that a virgin is married on Wednesday? It is because we learned in a mishna elsewhere (57a): If the time that the groom designated for the wedding arrived, and the wedding was postponed, and they were not married, the brides are entitled to eat from his food and, if he is a priest, eat teruma.

[3] One might think that if the designated time arrived on Sunday, and the wedding was postponed, he would provide her sustenance beginning on Sunday. Therefore, we learned: A virgin is married on Wednesday. Until Wednesday, the designated time is not considered to have arrived, even if the original date was earlier in the week.

[4] After citing the statements above, Rav Yosef said in astonishment: Lord of Abraham, Shmuel makes that which is taught dependent on that which is not taught, using the latter to explain the former. The Gemara asks: Which is taught and which is not taught? Both this mishna is taught and that mishna is taught. The Gemara answers: Rather, Shmuel makes the halakha that is taught in the mishna here, whose reason is explicit, dependent on a halakha that is taught in the later mishna, whose reason is not explicit. Citation of the later mishna contributed nothing to the understanding of the mishna here.

[5] Rather, if it was stated, this is how it was stated: Rav Yehuda said that Shmuel said: Due to what reason did the Sages in the mishna say that a virgin is married on Wednesday? It is so that if the husband had a claim concerning the bride’s virginity, he would go early the next day to court and make his claim. The Gemara asks: But if that is the reason, let her marry on Sunday, as then too, if the husband had a claim concerning the bride’s virginity, he would go early the next day to court and make his claim. The Gemara answers: The Sages were assiduous in seeing to the well-being of Jewish women and instituted that the wedding take place on Wednesday, so that the groom would exert himself in arranging the wedding feast for three days: Sunday, Monday, and Tuesday, and on Wednesday, he marries her.

[6] The Gemara continues: And now that we learned that the reason for the ruling in the mishna that a woman is married on Wednesday is that the Sages were assiduous in this matter, then with regard to that halakha, which we learned in the later mishna: If the time arrived and they were not married, the brides are entitled to eat from his food and eat teruma, one may conclude: If the time arrived on Sunday, since he is unable to marry her because he is busy preparing the wedding feast, he is not obligated to provide her sustenance until Wednesday.

[7] Therefore, according to the same line of reasoning, if the husband fell ill, or if the bride fell ill, or in a case where she began to menstruate [peirsa nidda] and the wedding had to be postponed, he similarly need not provide her sustenance from the designated time, as he did not initiate the delay.

[8] And there are those who raised it as a dilemma: If the groom fell ill, what is the ruling with regard to his obligation to provide her sustenance? There, in the case where the designated time arrived on Sunday, what is the reason that he is exempt? It is due to the fact that he was forced to postpone the wedding by circumstances beyond his control. And here too, isn't he forced by circumstances beyond his control, and he should therefore be exempt? Or, perhaps there is a distinction between the cases. There, he was forced by an ordinance that was instituted by the Sages that a virgin marries on Wednesday, and they exempted him from providing for her until then. However, here, that is not the case. Therefore, despite the existence of circumstances beyond his control, he is not exempt from providing her sustenance due to his illness.

[9] And if you say that if he fell ill, he provides her sustenance at the time designated for the wedding, then if she fell ill, what is the ruling? Can he say to her: I am standing here prepared to wed you, and if you are not prepared, it is not my fault? Or perhaps she can say to him that his field was inundated, i.e., her illness is tantamount to a natural disaster that befell him, and he must nevertheless provide for her.

[10] And if you say that if she fell ill she can say to him that his field was inundated, if she became a menstruating woman and the wedding was postponed, what is the ruling? Is this too considered an unavoidable circumstance, like illness, and he must provide for her, or was this predictable?

[11] If she began menstruating at the time of her set period [vista], do not raise the dilemma,

[12] as it is clear that she cannot say to him that his field was inundated. Here, the circumstances were avoidable, and postponement of the wedding is attributable to her. When you should raise a dilemma is in a case where menstruation began not at the time of her set period. What is the ruling there? Since it is not the time of her set period, it is comparable to the case of her illness, and she can say to him that his field was inundated. Or, perhaps since there are some women whose set period changes, it is avoidable, and its legal status is like menstruation at the time of her set period, and postponement of the wedding is attributable to her.

[13] Rav Aḥai resolved these dilemmas through a careful reading of the mishna: If the time arrived and they were not married, the brides are entitled to eat from his food and eat teruma. It doesn't teach: And the grooms didn't marry, in the active form. Rather, it teaches: And the brides were not married, in the passive form.

[14] The Gemara asks: What are the circumstances described in the phrase: They were not married? If the brides postpone the marriage, why do they eat from his food and eat teruma? Rather, is it not referring to a case where they were compelled by circumstances beyond their control in that manner, e.g., the bride falling ill or beginning to menstruate, and it teaches: The brides eat from his food and eat teruma, and his bad fortune is responsible for his situation.

[15] Rav Ashi said: Actually, I will say to you: In any case of unavoidable circumstances, whether they affect him or they affect her, she doesn't eat from his food, and the mishna is referring to a case where grooms postpone the wedding. And by right, the tanna should have taught: They didn't marry, which would have established that grooms caused the postponement. And since the tanna taught the

first clause of the mishna cited above in terms of a bride: The Sages give a virgin twelve months, it taught the latter clause in terms of a bride. Therefore, no inference may be drawn from the formulation of the latter clause. Only if the groom postpones the wedding is he obligated to provide sustenance for the women when the time designated for the wedding arrives.

[16] Rava said: And although delays caused by circumstances beyond his control exempt the groom from providing support to his betrothed at the time originally designated for the wedding, with regard to bills of divorce that is not so. Apparently, Rava maintains that unavoidable circumstances have no legal standing with regard to bills of divorce. If one stipulated that the bill of divorce will take effect only with the fulfillment of a condition, even if that condition was fulfilled due to circumstances beyond his control, the bill of divorce takes effect.

[17] The Gemara asks: From where does Rava learn this principle? If we say it is from that which we learned in a mishna (Gittin 76b) with regard to one who said to his wife: This is your bill of divorce, if I do not return from now until the conclusion of twelve months, and he died within those twelve months, the document is not a bill of divorce. Therefore, if she has no children from her deceased husband, the halakhot of levirate marriage would apply to her. The Gemara infers: If he died, that is when it is not a bill of divorce, since a divorce cannot take effect posthumously. By inference, in cases involving other circumstances beyond his control, e.g., if he fell ill, and therefore did not return, it is a bill of divorce and it takes effect. Apparently, if the reason for his failure to arrive is a circumstance beyond his control, the divorce takes effect.

[18] The Gemara refutes that proof. And perhaps, actually I will say to you that in the case where he falls ill it is also not a bill of divorce, and the mishna cited the case of death merely as an example of circumstances beyond his control. And the reason that example itself was chosen is to teach us that there is no bill of divorce posthumously. Even if the divorce is not conditional, and the husband simply states that it will take effect after he dies, it is not a valid bill of divorce.

[19] The Gemara asks: Does it come to teach that there is no bill of divorce posthumously? Wasn’t it already taught in the first clause of the mishna (Gittin 72a) that if one on his deathbed said to his wife: This is your bill of divorce if I die, or: This is your bill of divorce if I die from this illness, or: This is your bill of divorce after I die, he said nothing. The bill of divorce does not take effect after his death.

[20] The Gemara answers: Perhaps it was necessary for the first clause to mention specifically the case of death, to exclude that which our Rabbis said and not to exclude the case of one who fell ill, as it is taught in a baraita: And our Rabbis permitted her to remarry, in a case where he died within the twelve months that he stipulated. And we said: Who are our Rabbis mentioned here? Rav Yehuda said that Shmuel said: It is the court that permitted the oil of gentiles for consumption. In this regard, they hold in accordance with the opinion of Rabbi Yosei, who said: The time written in a document proves when it takes effect. The fact that a certain date is written in the bill of divorce indicates that one’s intention was that the divorce take effect from the day that it was written and delivered, not after his death. In any event, there is proof neither for nor against Rava’s opinion from this baraita.

[21] And rather, proof may be cited from the latter clause of the mishna. If a man says to his wife: This is your bill of divorce from now if I do not return from now until the conclusion of twelve months, and he died within those twelve months, this document is a bill of divorce. This is the halakha in a case where he dies, and the same is true if he fell ill. If the divorce takes effect when his failure to

return is attributable to death, the ultimate circumstance beyond his control, all the more so should it take effect if it is attributable to a less extreme circumstance.

[22] The Gemara rejects that proof: Perhaps the divorce takes effect specifically in the case where he died, because he is not amenable to have his wife happen before her yavam, his brother, if he had no children. However, if other circumstances beyond his control caused the condition to be fulfilled, where levirate marriage is not a consideration, his intention is that the bill of divorce will not take effect.

[23] Rather, proof may be cited from this case, where a certain man who said to the agents with whom he entrusted the bill of divorce: If I do not return from now until after thirty days have passed, let this be a bill of divorce. He came at the end of thirty days, before the deadline passed, but was prevented from crossing the river by the ferry that was located on the other side of the river, so he did not come within the designated time. He said to the people across the river: See that I have come, see that I have come. Shmuel said: This is not considered to be a return. Apparently, even if the condition was fulfilled due to circumstances beyond his control, the condition is considered fulfilled.

[24] The Gemara rejects that proof: And perhaps unavoidable circumstances that are common and could be anticipated, e.g., the ferry is located at the other side of the river, are different, since he should have stipulated that exception when establishing the condition, and he did not stipulate it, he brought the failure to arrive upon himself. Although he regrets it now, at the time his intent was that even if the condition were fulfilled due to that circumstance, the divorce would take effect. In contrast, however, if the condition is fulfilled due to an uncommon circumstance that could not have been anticipated, the divorce would not take effect.

[25] Rather, Rava is stating a halakha based on his own reasoning. Circumstances beyond one’s control are not a factor in determining whether or not a condition is fulfilled, and this is due to virtuous women and due to licentious women. The Gemara articulates: There is concern due to virtuous women, as, if you said: Let it not be a bill of divorce, if the reason that the condition was not fulfilled was due to circumstances beyond his control,

[26] then sometimes, where he was not detained unavoidably but he fulfilled the condition willingly to effect the divorce, and the wife thinks that he was detained unavoidably, she will sit deserted, forever unable to remarry. And the concern due to licentious women is, as, if you said: Let it not be a bill of divorce, then sometimes, when he was detained unavoidably and she thinks that he was not detained unavoidably, she goes and remarries. And the result will be that the bill of divorce is void, and her children from the second marriage will be mamzerim, products of an adulterous relationship.

[27] The Gemara questions the following premise: By Torah law, a condition that is unfulfilled due to circumstances beyond one’s control is considered fulfilled, and it is merely by rabbinic ordinance that it is deemed unfulfilled: And is there a matter where by Torah law it is not a bill of divorce, but due to virtuous women and due to licentious women we permit a married woman to others?

[28] The Gemara answers: Yes, it is within the authority of the Sages to institute an ordinance freeing the woman from the marriage, as anyone who betroths a woman, betroths her contingent upon the agreement of the Sages, and in certain cases, such as those mentioned above, the Sages invalidated his betrothal retroactively.

[29] Ravina said to Rav Ashi: That works out well if he betrothed her with money, as in that case, the courts could declare the money ownerless, and one cannot betroth a woman with money that is not his. However, if he betrothed her with intercourse, what can be said? Rav Ashi answered: The Sages rendered his intercourse licentious intercourse.

[30] Some say, to the contrary, that Rava said: Just as with regard to postponement of a wedding due to circumstances beyond his control, the groom is not obligated to provide sustenance for his betrothed, the same is true with regard to the matter of bills of divorce. The Gemara concludes that apparently Rava maintains: Unavoidable circumstances have legal standing with regard to bills of divorce.

[31] The Gemara raises an objection from a mishna (Gittin 76b): With regard to one who said to his wife: This is your bill of divorce if I do not return from now until the conclusion of twelve months, and he died within those twelve months, the document is not a bill of divorce. The Gemara infers: If he died, that is when it is not a bill of divorce, since a divorce cannot take effect posthumously. However, in cases involving other circumstances beyond his control, e.g., if he fell ill and therefore did not return, it is a bill of divorce and it does take effect.

[32] The Gemara answers: Actually, I will say to you that in the case where one falls ill it is also not a bill of divorce, and death is merely an example of circumstances beyond one's control. And the fact that the mishna cited that example itself teaches us that there is no bill of divorce posthumously.

[33] The Gemara asks: Does it come to teach that there is no bill of divorce posthumously? Wasn't it already taught in the first clause of that mishna? The Gemara answers: Perhaps it was necessary for the first clause to mention specifically the case of death, to exclude the opinion of our Rabbis.

[34] Come and hear an additional proof from the latter clause of that mishna: If one said: This is your bill of divorce from now if I have not returned from now until the conclusion of twelve months, and he died within those twelve months, then this document is a bill of divorce. What, is it not that the same is true if his failure to return is due to the fact that he fell ill? The Gemara rejects that proof. The divorce takes effect specifically in the case where he died, and he wrote the bill of divorce because he was not amenable to have his wife happen before her yavam, his brother, for levirate marriage if he had no children. However, in cases where that is not a consideration, if other circumstances beyond his control caused the condition to be fulfilled, his intention is that the bill of divorce will not take effect.

[35] Come and hear an additional proof from the case of a certain man who said to the agents with whom he entrusted the bill of divorce: If I do not return from now until thirty days have passed, let this be a bill of divorce. He came at the end of thirty days, before the deadline passed, but was prevented from crossing the river by the ferry that was located on the other side of the river, so he did not come within the designated time. He said to the people across the river: See that I have come, see that I have come. Shmuel said: It is not considered to be a return. Apparently, even if the condition was fulfilled due to circumstances beyond his control, the condition is considered fulfilled.

[36] The Gemara rejects that proof: Perhaps unavoidable circumstances that are common and could be anticipated, e.g., the ferry being located at the other side of the river, are different, since he should have stipulated that exception when giving his wife the bill of divorce. And since he did not stipulate it, he brought the failure upon himself.

[37] § Rav Shmuel bar Yitzḥak said: The Sages teach that this halakha that a virgin is married on Wednesday is in effect only from the institution of the ordinance of Ezra that courts are in regular session only on Monday and Thursday. However, prior to the institution of the ordinance of Ezra, when courts were in regular session every day, a woman was married on any day of the week.

[38] The Gemara asks: Prior to the institution of the ordinance of Ezra? What was in the past was in the past. There are no halakhic ramifications to that statement. The Gemara answers: This is what Rav Shmuel bar Yitzḥak is saying: If there are courts in regular daily session today, as they were prior to the institution of the ordinance of Ezra, a woman is married on any day of the week.

[39] The Gemara asks: Don't we require the additional reason that a virgin is married on Wednesday because the Sages were assiduous in seeing to the well-being of Jewish women and made certain that the groom would have several days to prepare for the wedding feast prior to the wedding? The Gemara answers: This is referring to a case where he already exerted himself and prepared everything before Shabbat, so the feast will be prepared even if the wedding is Sunday or Monday.

[40] The Gemara asks: What is the meaning of: The Sages were assiduous? It is as it is taught in a baraita: Due to what reason did the Sages in the mishna say that a virgin is married on Wednesday? It is so that if the husband had a claim concerning the bride's virginity, he would go early the next day to court and make his claim. The baraita continues: But if that is the reason, let her marry on Sunday, as then too, if the husband had a claim concerning the bride's virginity, he would go early the next day to court and make his claim. The Gemara answers: The Sages were assiduous in seeing to the well-being of Jewish women and preferred Wednesday, so that the husband would exert himself in arranging the wedding feast for three days, Sunday, Monday and Tuesday, and on Wednesday, he marries her.

[41] The baraita continues: And from the time of danger and onward, the people adopted the custom to marry on Tuesday as well, and the Sages did not reprimand them. And on Monday one may not marry even in time of danger. However, if it is due to the coercion, it is permitted. The baraita concludes: One isolates the groom from the virgin bride, so that he will not engage in intercourse with her for the first time on Shabbat evening, because by rupturing the hymen he inflicts a wound, which is a labor prohibited on Shabbat.

[42] The Gemara elaborates: What is the danger mentioned in the baraita? If we say it is referring to a situation where the government said that a virgin who is married on Wednesday will be executed, would the response be merely that they adopted the custom to marry on Tuesday? Let them totally abolish the ordinance to marry on Wednesday in the face of life-threatening danger.

[43] Rabba said: The baraita is referring to a period where the government said that a virgin who is married on Wednesday will submit to intercourse with the prefect [hegmon] first. The Gemara questions the formulation of the baraita: Is that characterized as danger? It is coercion. The Gemara answers: There is also danger involved, as there are virtuous women who give their lives rather than allow themselves to be violated, and they will come to mortal danger.

[44] The Gemara asks: And if so, let the Sages instruct these women that in cases of coercion it is permitted to submit to violation rather than sacrifice their lives, and they will not be forbidden to their husbands. The Gemara answers: The Sages cannot issue an instruction of that sort, because there are licentious women who would exploit the situation to engage in intercourse willingly,

rendering them forbidden to their husbands. And furthermore, there are also women married to priests, who are rendered forbidden to their husbands even if they are raped.

[45] The Gemara asks: And let the Sages completely abolish the ordinance to marry on Wednesday and establish marriage on a different day. The Gemara answers: A decree of religious persecution [shemada] is likely to be abrogated, and we do not abolish a rabbinic ordinance in the face of a decree of religious persecution. Rather, a lenient ruling is issued instructing them not to follow the ordinance, as long as the decree of persecution is in effect. The Gemara asks: If so, what is accomplished by moving the marriage to Tuesday? The prefect will come on Tuesday too, to violate them. The Gemara answers: The date of the marriage is not fixed, and for a situation of uncertainty the prefect will not uproot himself to violate the bride.

[46] The baraita continues: And on Monday one may not marry even in time of danger. However, if it is due to the coercion, it is permitted. The Gemara asks: What is the coercion mentioned in the baraita? If we say it is referring to that which we mentioned with regard to the decree of prima nocta it is difficult, as there the tanna calls it danger, and here he calls it coercion. Furthermore, there it says that they adopted the custom to marry on Tuesday; here it states that it is permitted.

[47] Rava said: Coercion refers to a case where they said: A general and his army are coming to the city on Wednesday, and the concern is that the troops will appropriate the supplies for the feast. What are the circumstances? If it is a situation where the general comes and passes through, let them postpone the wedding until the following week. Rather, it is necessary to teach the halakha with regard to the general only in a case where he comes and establishes himself there. The Gemara asks: In any case, let one marry on Tuesday. Why does the baraita permit marrying on Monday? The Gemara answers: It was necessary to move the wedding to Monday because his entourage [asperava] arrives on Tuesday.

[48] And if you wish, say instead: What is the meaning of: Due to the coercion? It is as it is taught in a baraita: If one’s bread was baked, and his animal slaughtered, and his wine diluted, and all preparations for the wedding feast were complete, and the father of the groom or the mother of the bride died before the wedding, then before burying the deceased, which would trigger the onset of mourning, one moves the corpse into a room, and the bride and groom are ushered to the wedding canopy and they are married.

[49] And the groom then engages in intercourse with the bride to fulfill the mitzva, and then he withdraws from his wife, and the corpse is buried. And the groom then observes the seven days of the wedding feast, which are a personal festival for him, when the obligation of mourning rites does not take effect, and thereafter he observes the seven days of mourning. And throughout those days of rejoicing and mourning, the groom sleeps among the men, and the bride sleeps among the women, and they are not permitted to enter into seclusion. And in the event of mourning, one does not withhold jewels from the bride for the entire thirty-day period after the wedding, so that she not be undesirable to her husband.

[50] And the wedding takes place and is followed by seven days of feasting and seven days of mourning, specifically if it is the father of the groom or the mother of the bride who died, as in that case there is no other person who would exert themselves for them. They are the ones responsible for the wedding preparations, and therefore the preparations that were completed must be utilized. However, if the opposite takes place, i.e., the mother of the groom or the father of the bride dies, no,

the practice is different. The corpse is buried immediately, the seven-day mourning period is observed, and only afterward is the couple married.

[51] Rafram bar Pappa said that Rav Ḥisda said: The Sages taught that they are married immediately only if one already placed water on the meat. In that case, it will be impossible to sell it to others, and if it is not cooked immediately it will spoil and a significant loss will be incurred, potentially resulting in cancellation of the wedding feast. However, if he did not place water on the meat, it can be sold. No significant loss will be incurred, so the mourning period need not be postponed.

[52] Rava said: And in a city, where there are typically many buyers, even if he placed water on the meat it can be sold, and the mourning period need not be postponed. Rav Pappa said: And in a village, even if he did not place water on the meat, it cannot be sold, because no buyers can be found to purchase a quantity of meat that great. Based on the statements of Rava and Rav Pappa, whether or not water was placed on the meat is irrelevant both in a large city and in a village. The Gemara asks: Where do you find a case where the statement of Rav Ḥisda applies? Rav Ashi says: It can be found in a place like his city of Mata Meḥasya, which is removed from the category of a city, as it is too small, and removed from the category of a village, as it is too large.

[53] The following baraita was taught in accordance with the opinion of Rav Ḥisda: If one's bread was baked, and his animal slaughtered, and his wine diluted, and he placed water on the meat, and the father of the groom or the mother of the bride died, one moves the corpse into a room, and the bride and groom are ushered to the wedding canopy, and they are married. The groom then engages in intercourse with the bride to fulfill the mitzva, and he then withdraws from his wife, and the corpse is buried. And the groom then observes the seven days of the wedding feast, and thereafter observes the seven days of mourning. And throughout those days of feast and mourning, the groom sleeps among the men, and his wife sleeps among the women, and they are not permitted to be alone together.

[54] And likewise, a groom whose wife began to menstruate at the time of the wedding, he sleeps among the men and she sleeps among the women, until she becomes ritually pure. However, the Sages do not withhold jewels from the bride while she is in mourning for the entire thirty-day period after the wedding. In any event, the groom may not engage in intercourse with his virgin bride, neither on Shabbat evening, as he will thereby inflict a wound, nor at the conclusion of Shabbat.

[55] The Gemara proceeds to analyze the baraita. The Master said: He sleeps among the men and she sleeps among the women. This supports the opinion of Rabbi Yoḥanan, as Rabbi Yoḥanan said: Although they stated that there is no mourning observed on a Festival, yet one observes matters of privacy, i.e., mourning practices not apparent to onlookers. Therefore, the groom and the bride may not engage in relations during the seven days of rejoicing, as the legal status of those days is like that of a Festival for them.

[56] Rav Yosef, son of Rava, taught in the name of Rava: They taught the halakha that if the bride began menstruating, the bride and groom may not be alone together, only if he did not engage in intercourse with her. However, if he engaged in intercourse with her, and afterward she begins menstruating, his wife sleeps with him, and there is no concern that this will lead to their engaging in forbidden relations.

[57] The Gemara asks: But here, with regard to mourning, we are dealing with a case where he already engaged in intercourse that was permitted prior to the funeral, and yet the tanna teaches: He sleeps among the men and she sleeps among the women. The Gemara answers: When he states the ruling

that if they already engaged in intercourse she sleeps with him, it was concerning only a case where his wife began menstruating, and it is not a case of mourning.

[58] The Gemara asks: But doesn't it state: And likewise, indicating that the legal status of the mourner and the legal status of the groom whose wife is menstruating are the same?

[59] This is what the tanna is saying: And likewise, with regard to a groom whose wife began to menstruate, and he had not yet engaged in intercourse with her, he sleeps among the men, and his wife sleeps among the women. However, in the case of a mourner, even if they already engaged in sexual relations, he sleeps among the men and she sleeps among the women.

[60] The Gemara asks: Is that to say that the prohibition against relations during mourning is more lenient in his opinion than the prohibition against relations with a menstruating woman? That is apparently the case, as after engaging in the initial intercourse, he may enter into seclusion with his menstruating wife but not with his wife when either of them is in mourning.

[61] The Gemara continues: But didn't Rav Yitzḥak bar Ḥanina say that Rav Huna said: All tasks that a woman typically performs for her husband, a menstruating woman performs for her husband, except for pouring his drink into the cup; arranging his bed; and washing his face, hands, and feet, as these actions are particularly intimate. Whereas with regard to mourning, it is taught in a baraita: Although they said that a man may not compel his mourning wife, to paint her eyes blue or to rouge [pokeset] her face, in truth they said that she may pour his drink into the cup; arrange his bed; and wash his face, hands, and feet. Apparently, the concern lest they come to engage in relations while in mourning is less pressing than the concern while she is menstruating.

[62] The Gemara answers: This is not difficult. Here, where the Sages required them to sleep apart, it is in a case of the husband's mourning; there, where the Sages allowed her to pour his drink and perform other intimate activities, it is in a case of the wife's mourning. The prohibition against relations when one is mourning is not perceived to be as severe as the prohibition against relations with a menstruating woman. However, when his wife is mourning, even were he unable to restrain himself, his wife would not be complicit. Therefore, the Sages did not restrict their interaction.

[63] The Gemara asks: But isn't it taught in that baraita: The father of the groom and the mother of the bride? This indicates that it makes no difference which of them was in mourning. When the tanna teaches that there is no distinction between which of them was in mourning, it was concerning the rest of the mourning practices cited there, not with regard to prohibiting their seclusion.

[64] The Gemara asks: And do the Sages distinguish between his mourning and her mourning? But isn't it taught in a baraita: With regard to one whose father-in-law or mother-in-law died, he may not compel his wife to paint her eyes blue or to rouge her face. Rather, he overturns his bed, as was the practice among mourners, and observes the mourning period with her. And likewise, if a wife's father-in-law or mother-in-law dies, she is not allowed to paint her eyes blue or to rouge her face. Rather, she overturns her bed and observes the mourning period with him. There is no mention in the context of his mourning that he must not be alone with his wife.

[65] The Gemara emends the baraita. Teach with regard to his mourning: He sleeps among the men and his wife sleeps among the women. The Gemara asks: But doesn't the tanna teach: And likewise? This indicates that there is no difference between the two cases. The Gemara answers: When the tanna teaches that there is no distinction between which of them is mourning, it is with regard to painting

and rouge. The Gemara asks: But doesn’t the tanna teach: With him? What, does it not mean with him together in bed, and there is no concern that it will lead to sexual relations? No, it means with him at home, and it is as that which Rav said to Ḥiyya, his son, when his wife’s father died: Before her, observe mourning practices; not before her, do not observe mourning practices. Understood in this context, the term: With him, means in his presence.

[66] Rav Ashi said that the question was based on a mistaken premise: Can you compare the mourning here with mourning in general? Mourning in general is stringent, and one will not come to take it lightly. However, with regard to mourning here, immediately following the wedding, since the Sages were lenient, one will come to take it lightly.

[67] What leniency did the Sages enact in this case? If we say it is that which the tanna teaches: The groom engages in the initial intercourse with the bride to fulfill the mitzva and then he withdraws from his wife, then there, where the corpse is placed into a room in the house, it is due to the fact that mourning has not yet taken effect upon him. Consequently, there is no leniency with regard to mourning practices. If it is according to the opinion of Rabbi Eliezer, mourning does not take effect until the corpse emerges from the entrance of the house for burial. If it is according to the opinion of Rabbi Yehoshua, mourning does not take effect until the covering of the grave is sealed.

[68] Rather, the leniency is that which the tanna teaches: And the groom then observes the seven days of feast following the wedding, and thereafter he observes the seven days of mourning. Since the Sages were lenient and allowed him to observe the wedding feast, despite the fact that he is a mourner, they prohibited his being alone with his wife so he would be less likely to practice additional leniencies in his mourning.

[69] § The Master said in the baraita: In any event, the groom may not engage in intercourse with his virgin bride, neither on Shabbat evening, nor at the conclusion of Shabbat. Granted, on Shabbat evening he may not engage in intercourse due to the prohibition against inflicting a wound on Shabbat. However, at the conclusion of Shabbat, why may he not engage in intercourse with his virgin bride?

[70] Rabbi Zeira said:

[71] It is due to calculations performed on Shabbat to prepare for the wedding. He would thereby engage in weekday matters on Shabbat.

[72] Abaye said to him: And are calculations for a mitzva prohibited on Shabbat? But wasn’t it Rav Ḥisda and Rav Hamnuna who both said: With regard to calculations for a mitzva, it is permitted to reckon them on Shabbat? And Rabbi Elazar said: One may allocate charity to the poor on Shabbat. And Rabbi Ya’akov said that Rabbi Yoḥanan said: One goes to synagogues and study halls to supervise matters affecting the multitudes on Shabbat. And Rabbi Ya’akov bar Idi said that Rabbi Yoḥanan said: One supervises matters of saving a life on Shabbat.

[73] And Rabbi Shmuel bar Naḥmani said that Rabbi Yonatan said: One goes to theaters [tartiyyaot] and circuses [karkiyyaot] to supervise matters affecting the multitudes on Shabbat, because the fate of the Jewish people or of individual Jews is often decided there and one’s presence could prevent calamity. And the Sage of the school of Menashya taught: One makes matches [meshadkhin] among the families concerned for a young girl to be betrothed on Shabbat, and similarly one may make arrangements for a young boy to teach him Torah and to teach him a craft. Apparently, calculations

for a mitzva may be reckoned on Shabbat, including calculations for a wedding. Therefore, this cannot be the reason for the prohibition against marrying at the conclusion of Shabbat.

74 Rather, Rabbi Zeira said: It is a decree lest one slaughter a young fowl on Shabbat, due to his preoccupation with the preparations for that night's wedding feast. Abaye said to him: If that is so, Yom Kippur that occurs on Monday should be postponed when fixing the calendar, due to a decree lest one slaughter a young fowl on Shabbat for the meal on Yom Kippur eve, which is a mitzva. The Gemara distinguishes between the cases. There, with regard to Yom Kippur eve, when one is preparing a meal for himself, he is not preoccupied, and he will not overlook the fact that it is Shabbat. Here, in the case of a wedding, one is preparing a meal for others and is preoccupied. Alternatively, there, on Yom Kippur eve, he has an interval of time during which he can slaughter the bird, as the mitzva is to eat the meal on Yom Kippur eve the next day. Here, he does not have an interval of time, because the wedding and the feast take place at night at the conclusion of Shabbat.

75 The Gemara says: Now that we have come to this understanding of the prohibition against marrying at the conclusion of Shabbat, the prohibition not to engage in sexual intercourse on Shabbat evening, too, is not due to the intercourse. Rather, it is a decree lest one slaughter a young fowl for the wedding feast.

76 § The Gemara raises a dilemma: Is a virgin married on Wednesday and does she engage in intercourse on that Wednesday, and we are not concerned lest his resolve to take his bride to court upon discovering that she was not a virgin cool overnight? Rather, he will certainly go to court the next morning. Or perhaps, a virgin is married on Wednesday but engages in intercourse on Thursday, as we are concerned that his resolve will cool.

77 Come and hear proof, as bar Kappara taught: A virgin is married on Wednesday and engages in intercourse on Thursday, since the blessing to the fish: Be fruitful and multiply, was stated on the fifth day of Creation. A widow is married on Thursday and engages in intercourse on Friday, since the blessing of procreation was stated to man on the sixth day of Creation. It may be inferred that the reason is due to the blessing, but with regard to the possibility lest his resolve cool, we are not concerned.

78 The Gemara asks: If so, a widow should also engage in intercourse on Thursday, since the blessing to the fish was stated then. The Gemara answers: Since there is the option to postpone engaging in relations to the day on which the blessing of man was stated, doing so is preferable for him.

79 Alternatively, that day was established as the day for a widow to engage in sexual relations due to the fact that the Sages were assiduous in seeing to the well-being of Jewish women, as it is taught in a baraita: Why did the Sages say that a widow is married on Thursday and engages in intercourse on Friday? It is because if you say that she should engage in intercourse on Thursday, on the next day the groom will go to ply his craft early and leave his wife alone. When a man marries a widow, there is no observance of the seven days of rejoicing, whose legal status is like that of a Festival, during which he does not go to work. Therefore, the Sages were assiduous in seeing to the well-being of Jewish women and ensured that the groom rejoice with her for three days: Thursday, the day of the wedding; and Shabbat eve, the day when they engage in sexual relations; and Shabbat.

80 What practical difference is there between the two reasons given to engage in relations on Friday, i.e., the blessing of procreation for man and the fact that the Sages were assiduous? The Gemara

answers: There is a practical difference between them in the case of an idle person, who has no job, in which case the reason of blessing applies and the reason that the Sages were assiduous does not, as no matter what he will not go to work early. Alternatively, there is a practical difference in the case of a Festival that occurs on Shabbat eve. There too, the reason of blessing applies but the Sages' assiduousness does not apply, as one does not work on a Festival.

[81] § The Gemara cites additional aggadic statements of bar Kappara. Bar Kappara taught: The handiwork of the righteous is greater than the creation of heaven and earth, as with regard to the creation of heaven and earth it is written: "My hand also has laid the foundation of the earth, and My right hand has spanned the heavens" (Isaiah 48:13). There, hand is written in the singular. Whereas with regard to the handiwork of the righteous it is written: "The place which You have made for Yourself to dwell in, Lord, the Sanctuary, Lord, which your hands have established" (Exodus 15:17). The reference is to the Temple, which is the handiwork of man, and hand is written in the plural.

[82] A certain Babylonian, and his name is Rabbi Ḥiyya, responded with a challenge. It is written with regard to creation of the earth: "And His hands formed the dry land" (Psalms 95:5). The Gemara answers: "His hand" is the way it is written. Although the word is vocalized in the plural, it is written in the singular, without the letter yod. But isn't it written: "Formed," in the plural? Rav Naḥman bar Yitzḥak said: The plural is referring to His fingers, as it is written: "When I see Your heavens, the work of Your fingers, the moon and stars, which You have established" (Psalms 8:4).

[83] The Gemara raises an objection: "The heavens declare the glory of God, and the firmament proclaims the work of His hands" (Psalms 19:2). The heavens were created by His hands. The Gemara answers that this is what the verse is saying: Who attests to the handiwork of the righteous, that they are performing the will of God? It is the heavens. And what is the avenue through which the heavens do so? It is by means of rain that falls due to the prayers of the righteous.

[84] Bar Kappara taught: What is the meaning of that which is written: And you shall have a peg among your weapons [azenekha]" (Deuteronomy 23:14)? Do not read it as: Your weapons [azenekha]. Rather, read it: On your ear [oznekha], meaning that if a person hears an inappropriate matter,

[85] he should place his finger, which is shaped like a peg, into his ears. And that is what Rabbi Elazar said: Why are the fingers of a person similar to pegs? The Gemara asks: What is the reason that Rabbi Elazar said that fingers are like pegs? If we say that it is due to the fact that they are discrete from each other, each and every finger was designated for its own discrete, sacred matter, as the Master said: This small finger is for measuring a span, the distance between the little finger to the tip of the thumb used in measuring the breastplate of the High Priest; this next finger is used for taking a fistful of the meal-offering; this middle finger is used for measuring a cubit, the distance from the elbow to the tip of the middle finger; this one next to the thumb is the finger used to sprinkle the blood of offerings on the altar; this is the thumb, on which the blood and oil is placed in the purification ritual of a leper.

[86] Rather, the question is: What is the reason that they are pointed like pegs? It is so that if a person hears an inappropriate matter, he will place his fingers in his ears. Similarly, a Sage of the school of Rabbi Yishmael taught: Why is the entire ear hard and the earlobe soft? It is so that if a person hears an inappropriate matter, he will bend his earlobe into his ear to seal it. The Sages taught: A person

should not allow his ears to hear idle matters. Because of the fact that ears are very sensitive and are the first of the limbs burned, one should make certain not to expose them to anything problematic.

[87] § A dilemma was raised before the Sages: What is the halakha with regard to engaging in intercourse with one's virgin bride for the first time on Shabbat? The dilemma is with regard to the nature of the blood that emerges as a result of the piercing of the hymen. Is it that the blood is pooled, and it is released once the hymen is pierced, so that no prohibition is violated? Or, is the blood flowing through vessels attached to the body, and it emerges as a result of a wound, so that he does violate a prohibition?

[88] And if you say that it is pooled and the intercourse does not cause a wound, there is an additional dilemma: Does the husband require the blood to flow, and that is his objective in performing the act, in which case it is permitted? Or, perhaps he requires the opening caused by the rupture of the hymen, and creating that opening is prohibited on Shabbat.

[89] And if you say that he requires the blood, and the opening comes about incidentally as an unintended consequence, is the halakha in accordance with the opinion of Rabbi Shimon, who said: An unintentional act, i.e., a permitted action from which a forbidden labor inadvertently ensued, is permitted? Or, is the halakha in accordance with the opinion of Rabbi Yehuda, who said: An unintentional act is forbidden?

[90] And even if you say that the halakha is in accordance with the opinion of Rabbi Yehuda in this regard, is this a destructive action vis-à-vis the opening, and is it consequently permitted on Shabbat because only constructive actions are forbidden? Or, perhaps it is a constructive action vis-à-vis the opening.

[91] Some say that the series of dilemmas is as follows: And if you say that the blood is flowing through vessels attached to the body and emerges as a result of a wound, does the husband require the blood, and engaging in intercourse is consequently prohibited, as his intent is to cause the wound? Or, perhaps he requires the act of intercourse solely for his own pleasure, and it is permitted.

[92] And if you say that he requires the act of intercourse solely for his own pleasure, and the blood comes incidentally, as it was not his intent to draw blood, is the halakha in accordance with the opinion of Rabbi Yehuda with regard to an unintentional act, or is it in accordance with the opinion of Rabbi Shimon?

[93] And if you say that the halakha is in accordance with the opinion of Rabbi Yehuda and unintentional acts are forbidden, is one destructive in causing the wound or constructive in causing the wound?

[94] And if you say that he is destructive in causing the wound, in cases involving destructive acts is the halakha in accordance with the opinion of Rabbi Yehuda, who rules that one who performs any destructive act on Shabbat is exempt, even if he did so intentionally?

[95] Or, is the halakha in accordance with the opinion of Rabbi Shimon, who ruled that one who is destructive in causing a wound on Shabbat is liable if he did so intentionally?

[96] With regard to the halakha of engaging in intercourse with one's virgin bride on Shabbat, it was stated that in the school of Rav they say: Rav permitted doing so and Shmuel prohibited doing so. In Neharde'a, where Shmuel lived, they say: Rav prohibited doing so and Shmuel permitted doing so. Rav Naḥman bar Yitzḥak said: And your mnemonic is: These are lenient with regard to themselves,

and those are lenient with regard to themselves. Each attributes the lenient ruling to the local halakhic authority, whose ruling is binding in that locale.

97 The Gemara asks: And did Rav permit engaging in intercourse in those circumstances? But didn't Rav Shimi bar Ḥizkiyya say in the name of Rav: In the case of this cloth stopper of a barrel [nazyata], it is prohibited to insert it tightly in the spout of the barrel on a Festival, because in the process liquid will be squeezed from the cloth, and squeezing liquids is prohibited on Shabbat and Festivals. Apparently, Rav prohibits even unintentional actions.

98 The Gemara answers: In the case of the barrel, even Rabbi Shimon concedes, as it is Abaye and Rava who both say: Rabbi Shimon concedes in the case of: Cut off its head and will it not die, i.e., a case that involves inevitable consequences like the decapitation of an animal, that the action is forbidden. Here, the liquid will inevitably be squeezed from the cloth.

99 The Gemara asks: But didn't Rav Ḥiyya bar Ashi say that Rav said with regard to unintentional acts: The halakha is in accordance with the opinion of Rabbi Yehuda, and Rav Ḥanan bar Ami said that Shmuel said: The halakha is in accordance with the opinion of Rabbi Shimon. And Rav Ḥiyya bar Avin taught these rulings directly, without citing additional men who transmitted them. Rav said: The halakha is in accordance with the opinion of Rabbi Yehuda, and Shmuel said: The halakha is in accordance with the opinion of Rabbi Shimon. How then did Rav permit intercourse with one's virgin bride on Shabbat?

100 The Gemara answers: Actually, Rav holds in accordance with the opinion of Rabbi Yehuda. According to that version that said that the blood is pooled, he is destructive vis-à-vis the opening. According to that version that said that blood is flowing through blood vessels attached to the body, he is destructive in causing the wound, and Rabbi Yehuda concedes that it is permitted.

101 Rav Ḥisda raised an objection from a mishna (Nidda 64b). With regard to a young girl whose time to see the flow of menstrual blood has not arrived, as she has not yet reached puberty, and she married, Beit Shammai say: One gives her four nights during which she may engage in intercourse, as any blood is attributed to the ruptured hymen. Beit Hillel say: There is no limit. Rather, any blood she sees is attributed to the ruptured hymen until the wound heals.

102 If, however, her time to see the flow of menstrual blood has arrived, as she has reached the age of puberty, even if she has not yet menstruated, and she married, Beit Shammai say: One gives her the first night, during which the blood is attributed to the wound. Thereafter, the blood is presumed to be menstrual blood, and she is forbidden to her husband. Beit Hillel say: One gives her from Wednesday, the day designated for marriage of a virgin, until the conclusion of Shabbat, four nights. During that period, any blood is attributed to the wound, and she is permitted to her husband.

103 What, is it not referring to a case where if he did not yet engage in full-fledged intercourse, i.e., rupturing the hymen, with his bride, he may engage in full-fledged intercourse with her even on Shabbat? Apparently, it is permitted to engage in intercourse with a virgin on Shabbat. Rava said: No, it is referring to any other day except for Shabbat. Abaye said to him: But isn't it taught: Until the conclusion of Shabbat, four nights? Four nights from Wednesday until the conclusion of Shabbat includes Shabbat. Rather, Rava said: It is referring to a case where he engaged in full-fledged intercourse with his bride before Shabbat. Therefore, there is no concern lest he cause a wound on Shabbat.

[104] However, if it is referring to a case where he already engaged in intercourse, what is the tanna teaching us when he says that it is permitted to have intercourse with her even on Shabbat? He teaches us that although it might cause bleeding, it is permitted to engage in intercourse on Shabbat, in accordance with the statement of Shmuel, as Shmuel said: It is permitted to enter into a narrow opening in a wall on Shabbat, although doing so causes pebbles to fall from the wall. Here too, although it might cause a wound and bleeding, intercourse is permitted on Shabbat.

[105] Rav Yosef raised an objection from a mishna (Berakhot 16a): A groom is exempt from the mitzva of reciting Shema on the first night of his marriage to a virgin on Wednesday night, until Saturday night, if he has not taken action and consummated the marriage. What, is it not that he is exempt due to the fact that he is preoccupied because he wishes to engage in intercourse with her and is concerned that he will fail to do so properly? Apparently, if he did not yet consummate the marriage, he is exempt from reciting Shema even on Shabbat, indicating that it is permitted to engage in intercourse on Shabbat. Abaye said to him: No. It can be explained that he is exempt from reciting Shema because he is preoccupied due to the fact that he did not yet engage in intercourse with her. No proof may be cited with regard to engaging in intercourse on Shabbat.

[106] Rava said to Abaye: And is one exempt due to preoccupation? If that is so, would one whose ship sunk at sea also be exempt? The Gemara reinforces its question: And if you would say: In fact, that is so, didn't Rabbi Abba bar Zavda say that Rav said: A mourner is obligated in all the mitzvot in the Torah except for the mitzva to don phylacteries, as the term splendor is stated with regard to phylacteries: "Make no mourning for the dead; bind your splendor upon yourself" (Ezekiel 24:17). Splendor is antithetical to mourning. If a mourner, who is clearly pained and preoccupied, is obligated to recite Shema, then certainly all others who are preoccupied due to events that transpired in the past should be obligated. If the groom is exempt, it must be due to his preoccupation with a mitzva that remains incumbent upon him to perform in the future.

[107] Rather, Rava said: This matter of intercourse with a virgin on Shabbat is subject to a dispute between tanna'im, as one tanna taught: If he did not take action on the first night he is exempt from reciting Shema even on the second. If he failed to consummate the marriage on the second night he is exempt even on the third night, which is Shabbat evening.

[108] And another baraita is taught: On the first and second nights he is exempt; on the third he is obligated to recite Shema. He is obligated on the third night, even if he did not yet consummate the marriage, because the third night is Shabbat, when intercourse with his virgin wife is forbidden. The different rulings in the two baraitot indicate that there is a tannaitic dispute with regard to intercourse with a virgin on Shabbat.

[109] And how does Abaye respond to this proof? He says that there too, it can be explained that it is with regard to preoccupation that the tanna'im disagree. Everyone agrees that it is prohibited to engage in intercourse with a virgin on Shabbat. The dispute is whether or not one's preoccupation with the fact that he has not yet performed the mitzva of consummating the marriage in the past is considered preoccupation with a mitzva, which would exempt him from reciting Shema?

[110] And the dispute between these tanna'im in the baraitot cited is parallel to the dispute between these tanna'im, as it is taught in another baraita: With regard to one who marries a virgin, he may not engage in intercourse with her for the first time on Shabbat, and the Rabbis permit doing so.

111 The Gemara asks: Who are the Rabbis that permit doing so? Rabba said: It is the opinion of Rabbi Shimon, who said: An unintentional act is permitted on Shabbat. Since one's intention is to perform a permitted action, i.e., the consummation of the marriage, and there is no intent to perform a forbidden action, any forbidden action that may ensue is not a source of concern.

112 Abaye said to Rabba: But doesn't Rabbi Shimon concede that in the case of: Cut off its head and will it not die, i.e., inevitable consequences, one is not exempted by lack of intent. Since rupture of the hymen and the subsequent bleeding is inevitable, Rabbi Shimon would concede that intercourse with a virgin is forbidden. Rabba said to him: Unlike these Babylonians, who are not experts in diverting during intercourse and are unable to engage in intercourse without rupturing the hymen, there are those who are experts in diverting. Therefore, rupture of the hymen is not an inevitable consequence.

113 The Gemara asks: If so, and the groom is expert in diverting, why is there preoccupation that renders him exempt from reciting Shema? The Gemara answers: The exemption due to preoccupation is limited to one who is not expert. The Gemara asks: If so, the Sages should say explicitly: One who is expert is permitted to have intercourse with a virgin on Shabbat, and one who is not expert is prohibited from doing so. The Gemara answers: The majority of men are experts in this matter. Therefore, rupture of the hymen is not an inevitable consequence, and intercourse is permitted on Shabbat.

114 Rava bar Rav Ḥanan said to Abaye: If that is so, and most people are able to engage in intercourse with a virgin without rupturing the hymen, why are groomsmen stationed to ensure that no deceit is employed by the groom with regard to the bride's virginity? And why is a sheet necessary to determine whether there was blood? The absence of blood proves nothing if intercourse is possible without blood. Abaye said to him: There, the groomsmen and the sheet are necessary lest the groom see blood and seek to destroy it intentionally. Certainly, if he seeks to engage in intercourse and keep the hymen intact he can do so. However, if he engages in full-fledged intercourse and the hymen is ruptured, the Sages sought to ensure that the facts are clear.

115 Rav Ami raised an objection from a mishna (Eduyyot 2:5): With regard to one who drains an abscess on Shabbat, if his intent is to create a permanent opening so that the abscess will dry, he is liable to receive punishment for performing an action similar to the prohibited labor of building on Shabbat. However, if he created the opening to remove pus,

116 he is exempt. In this case, exempt means permitted ab initio. Ostensibly, intercourse with a virgin is comparable to creating an opening in an abscess. Why then, would intercourse with a virgin be forbidden on Shabbat? The Gemara rejects the proof: There, the pus in the abscess is pooled in one place and completely removed from the vessels in the flesh. In creating the opening, he creates nothing enduring. Here, however, in the case of the ruptured hymen, even according to the opinion that the blood is pooled, it is not completely removed from the blood vessels in the flesh. Through intercourse, the blood is removed from its place, which constitutes an aspect of a prohibited labor.

117 The Gemara relates: Rav Ami permitted one to engage in intercourse with his virgin wife for the first time on Shabbat. The Sages said to him: But her marriage contract is not yet written. Engaging in conjugal relations with one's wife without a marriage contract is considered an act of promiscuity. He said to them: Have her seize a portion of her husband's movable property equivalent to the value

of her marriage contract, and that will serve as a deposit until he writes the marriage contract. He may then engage in sexual relations with her.

118 The Gemara relates: Rav Zevid permitted one to engage in intercourse with his virgin wife for the first time on Shabbat. There are those who say: Rav Zevid himself engaged in intercourse with his virgin wife for the first time on Shabbat.

119 It was further related: Rav Yehuda permitted one to engage in intercourse with his virgin wife for the first time on a Festival. Rav Pappi said in the name of Rava: Do not infer and say: It is on a Festival that it is permitted, but on Shabbat it is prohibited, similar to actions involving food preparation, which are permitted on Festivals and prohibited on Shabbat, as the same is true that even on Shabbat it is permitted. And the reason Rav Yehuda issued his ruling with regard to a Festival is due to the fact that the incident that took place, took place in this way.

120 Rav Pappa said in the name of Rava: According to Rav Yehuda, on a Festival it is permitted, on Shabbat it is prohibited. Rav Pappi said to Rav Pappa: What is your thinking? Is it: Since causing a wound was permitted on a Festival when performed for the purpose of food preparation, it was also permitted when not performed for the purpose of food preparation? If that is so, it would be permitted to prepare incense [mugmar] on a Festival due to the following reason: Since kindling a fire was permitted on a Festival when performed for the purpose of food preparation, it was also permitted when not performed for the purpose of food preparation.

121 Rav Pappa said to him: It is about your assertion that the verse states with regard to a Festival: “Save that which every person must eat, that alone may be done by you” (Exodus 12:16), indicating a matter that is equal for every person. Incense is burned only by those who are particularly delicate. It is not equally utilized by everyone, and therefore it is not permitted. Intercourse, on the other hand, is universally practiced.

122 Rav Aḥa, son of Rava, said to Rav Ashi: If that is so, if a deer happened to come into his possession on a Festival, since it is not a food that is equal for every person, would the ruling also be that it is prohibited to slaughter it? Rav Ashi said to him: I said a matter that is a need for every person, and deer meat is a matter that although difficult to acquire, is a need for every person. Incense, even when available, is not universally utilized.

123 Rabbi Ya’akov bar Idi said: Rabbi Yoḥanan issued a ruling in the city of Tzaidan: It is prohibited to engage in intercourse with one’s virgin wife for the first time on Shabbat. The Gemara asks: And is there a ruling issued to prohibit an action? Typically, that language is utilized in reference to a firmly established ruling. A stringent ruling can be issued even based on uncertainty. In contrast, a lenient ruling can be issued only if the matter is clearly established by means of tradition or the reasoning of the Sage issuing the ruling.

124 The Gemara answers: Yes, that language is used with regard to a stringent ruling, as didn’t we learn the following in a mishna (Nazir 19b): When Queen Helene’s son went to war, she took a vow to be a nazirite for seven years, and she fulfilled that vow for the duration of her stay in the Diaspora? When she immigrated to Eretz Yisrael, Beit Hillel issued a ruling that she shall be a nazirite for seven additional years. Apparently, rulings are issued to prohibit an action as well.

125 And alternatively, this is similar to that which is taught in a baraita: If a majority of the spinal cord of an animal is severed, the animal is a tereifa; this is the statement of Rabbi Yehuda HaNasi.

Rabbi Ya’akov says: Even if the spinal cord is perforated but otherwise intact, the animal is a tereifa. The baraita continues: Rabbi Yehuda HaNasi issued a ruling in accordance with the opinion of Rabbi Ya’akov. Here too, the term: Issue a ruling, is employed with regard to a stringent ruling. Rav Huna said: Despite the fact that Rabbi Yehuda HaNasi ruled in accordance with his opinion, the halakha is not in accordance with the opinion of Rabbi Ya’akov, but rather it is in accordance with the opinion of Rabbi Yehuda HaNasi. This is one version of this discussion.

[126] Rav Naḥman bar Yitzḥak taught this alternative version of the ruling of Rabbi Yoḥanan. Rav Abbahu said: Rabbi Yishmael ben Ya’akov, who is from Tyre, asked Rabbi Yoḥanan in Tzaidan, and I heard the exchange: What is the halakha with regard to engaging in intercourse with one’s virgin wife for the first time on Shabbat? And he said to him: It is prohibited. The Gemara concludes: And the halakha is that it is permitted to engage in intercourse with one’s virgin wife for the first time on Shabbat, and one need not be concerned lest he cause a wound, create an opening, or initiate bleeding.

[127] § Rabbi Ḥelbo said that Rav Huna said that Rabbi Abba bar Rav Zavda said that Rav said: Both a virgin and a widow who marry require that the benediction of the grooms be recited. The Gemara asks: Did Rav Huna say that? But didn’t Rav Huna say: A widow does not require that a benediction be recited? The Gemara answers: This is not difficult. Here, where Rav Huna said that a widow requires a benediction, it is with regard to a bachelor who married a widow. There, where Rav Huna said she does not require a benediction, it is with regard to a widower who married a widow.

[128] The Gemara asks: And does a widower who married a widow not require a benediction to be recited? But didn’t Rav Naḥman say: Huna bar Natan said to me that it was taught: From where is it derived that the benediction of the grooms is recited in a quorum of ten men? It is as it is stated with regard to Boaz, who married Ruth: “And he took ten men of the Elders of the city and said: Sit you here, and they sat” (Ruth 4:2). And when Boaz married Ruth, he was a widower marrying a widow. As that is the primary source for the obligation to recite the benediction, apparently the benediction is recited even in that case.

[129] The Gemara answers: What is the meaning of: Does not require a benediction, that Rav Huna stated? It means that she does not require a benediction all seven days of the wedding celebration, but everyone agrees that for one day, she requires that a benediction be recited.

[130] The Gemara asks: However, that which is taught in a baraita, that the Sages were assiduous in seeing to the well-being of Jewish women, ensuring that the groom will rejoice with her three days, and that is why they established that a widow is married on Thursday, with regard to what circumstance is the baraita speaking? If it is with regard to a bachelor who marries a widow, didn’t you say he celebrates seven days; why then did the Sages see to a mere three-day celebration? If it is with regard to a widower who marries a widow, didn’t you say he celebrates for one day? Why then did the Sages see to a three-day celebration?

[131] The Gemara answers that this can be resolved in several manners. If you wish, say: In the case of a widower marrying a widow, there is one day for benediction and three days for celebration. The wedding is scheduled on Thursday to facilitate a three-day celebration. And if you wish, say instead: In the case of a bachelor marrying a widow, there are seven days for benediction and there are three days for celebration, during which he must refrain from going to work.

[132] The Gemara raises an objection from a baraita: One recites a benediction for a virgin who marries for seven days and for a widow who marries for one day. What, is it not even in the case of a widow who is married to a bachelor, that one recites the benediction for one day? The Gemara answers: No, it is only in the case of a widow who is married to a widower that the benediction is recited for one day. The Gemara asks: However, one may then infer that in the case of a widow who is married to a bachelor, what is the halakha? The blessing is recited seven days? If so, let the tanna teach the baraita: One recites a benediction for a virgin who marries for seven days, and for a widow who marries a bachelor seven days, and for a widow marrying a widower for one day. Why was the middle case omitted?

[133] Although the tanna could have included that case in the baraita, he taught categorical matters. He preferred to avoid entering into detail, as there is no virgin for whom the benediction is recited fewer than seven days, and there is no widow for whom the benediction is recited for less than one day. However, there are circumstances where even for a widow the benediction is recited for more than one day.

[134] § Apropos the source for the benediction of the grooms, the Gemara discusses the matter itself. Rav Naḥman said: Huna bar Natan said to me that it was taught: From where is it derived that the benediction of the grooms is recited in a quorum of ten men? It is as it is stated: “And he took ten men of the Elders of the city and said: Sit you here, and they sat” (Ruth 4:2). And Rabbi Abbahu said that the source is from here: “In assemblies [mak’helot], bless God, the Lord, from the source of Israel” (Psalms 68:27). This verse indicates that a congregation [kahal], which contains at least ten men, blesses God when reciting a benediction related to the source of Israel, i.e., conjugal relations, which will lead to the birth of Jewish children.

[135] And what does Rav Naḥman derive from this verse from which Rabbi Abbahu derived that halakha? He requires the verse to derive that which is taught in a baraita: Rabbi Meir would say: From where is it derived that even fetuses in their mother’s womb recited the song at the Red Sea? It is as it is stated in the chapter of Psalms that describes the exodus from Egypt: “In assemblies, bless God, the Lord, from the source of Israel.” Even those fetuses that were still in the source, i.e., the womb, joined the assemblies in blessing God. And the other Sage, Rabbi Abbahu says: If that is the meaning, let the verse say: From the belly of Israel. What is the meaning of the term “source”? Clearly, it is referring to matters related to the source of Israel, i.e., the benediction of the grooms, which must be recited in a congregation, a quorum of ten.

[136] And what does Rabbi Abbahu derive from this verse from which Rav Naḥman derived his halakha? He requires the verse stating that Boaz assembled ten men in order to teach that the Torah prohibition with regard to marrying members of the nations of Ammon and Moab is limited to a male Ammonite and not a female Ammonite, and to a male Moabite and not a female Moabite, as, if it would enter your mind that Boaz gathered the men only to recite a benediction, would it not have been sufficient if they were not Elders? From the fact that he convened a quorum of Elders, apparently it was to engage in halakhic discourse and to issue a halakhic ruling.

[137] And the other Sage, Rav Naḥman, would reject that proof. If it would enter your mind that he gathered the men in order to teach a halakha, would it not have been sufficient if they were not ten? The Gemara answers: Yes, in fact a quorum of ten is not necessary to issue a halakhic ruling. Nevertheless, Boaz convened ten Elders to publicize the matter, as Shmuel said to Rav Ḥana of

Baghdad: Go and bring me an assembly of ten men and I will say to you before them a halakha that I seek to disseminate: With regard to one who transfers ownership of an object to a fetus, the fetus acquires it, although it has not yet entered the world. Boaz too assembled ten Elders to publicize the matter. Apropos the halakha that Shmuel publicized, the Gemara rules: And the halakha is: With regard to one who transfers ownership of an object to a fetus, the fetus does not acquire it.

138 The Sages taught in a baraita: One recites the benediction of the grooms in the house of the grooms, when the bride enters into the wedding canopy. Rabbi Yehuda said: One recites it even in the house of the betrothal, at the time of the betrothal.

139 Abaye said: And the Sages taught the statement of Rabbi Yehuda in Judea because there the custom was that the groom be secluded with his betrothed, leading to the concern lest he engage in conjugal relations with her. Therefore, the blessing is recited already at that stage.

140 It is taught in another baraita: One recites the benediction of the grooms in the house of the grooms, and the benediction of the betrothal in the house of the betrothal. With regard to the benediction of the betrothal, what formula does one recite? Ravin bar Rav Adda and Rabba bar Rav Adda both said in the name of Rav Yehuda: Blessed are You, Lord our God, King of the universe, Who sanctified us through His mitzvot, and commanded us concerning the forbidden relatives, and prohibited to us those women who are betrothed, and permitted to us those women who are married by means of the wedding canopy and betrothal. Rav Aḥa, son of Rava, concludes the blessing in the name of Rav Yehuda: Blessed are You, Lord, Who sanctifies Israel by means of the wedding canopy and betrothal.

141 One who does not conclude the benediction of the betrothal in accordance with the opinion of Rav Aḥa, but instead recites it without a concluding blessing, deems the formula of this blessing just as the formula is in the blessing recited over fruits and the blessing recited over mitzvot, in which the words: Blessed are You, Lord, appear only at the beginning of the blessing. And one who concludes the benediction of the betrothal in accordance with the opinion of Rav Aḥa, deems the formula of this blessing just as the formula is in the blessing of kiddush, in which the words: Blessed are You, Lord, appears both at the beginning and the conclusion of the blessing.

142 § The Sages taught: One recites the benediction of the grooms in a quorum of ten men all seven days of the wedding celebration. Rav Yehuda said: And that is the case only when new faces who did not previously participate in the festivities came to join the celebration.

143 The Gemara asks: What blessings does one recite? Rav Yehuda said that these are the seven blessings: Blessed are You, Lord our God, King of the universe,

144 Who has created all for His glory.

145 And the second blessing is: Blessed are You…Creator of mankind.

146 And the third blessing is: Blessed are You…Who made humanity in His image, in the image of the likeness of His form, and out of His very self formed a building (see Genesis 2:22) for eternity. Blessed are You, Lord, Creator of mankind.

147 The fourth blessing is: May the barren city of Jerusalem greatly rejoice and delight with the ingathering of her children within her in joy. Blessed are You, Lord, Who gladdens Zion through her children.

148 The fifth blessing is: Bring great joy to these loving friends, as You gave joy to Your creations in Eden in ancient times. Blessed are You, Lord, Who brings joy to the groom and bride.

149 The sixth blessing is: Blessed are You, Lord our God, King of the universe, Who has created joy and gladness, groom and bride, delight, exultation, happiness, jubilation, love and brotherhood, and peace and friendship. Soon, Lord our God, may there be heard in the cities of Judea and in the streets of Jerusalem the sound of joy and the sound of gladness, the sound of the groom and the sound of the bride, the joyous sound of grooms from their wedding canopy and of young people from their feast of song (see Jeremiah 33:11). Blessed are You, Lord, Who makes the groom rejoice with the bride. Together with the blessing over the wine, these are the seven wedding blessings.

150 The Gemara relates: Levi happened to come to the house of Rabbi Yehuda HaNasi during the wedding celebration of Rabbi Shimon, his son, and recited five of these blessings. Rav Asi happened to come to the house of Rav Ashi during the wedding celebration of Mar, his son, and recited six of these blessings.

151 The Gemara suggests: Let us say that they disagree about this: One Sage holds: It was one act of creation with which man was created. And one Sage holds: It was two acts of creation with which man was created. The first opinion, that there was one act of creation, is based on the concept that man was created with two sides, one male and one female. There was no additional act of creation. Man and woman were subsequently separated into two independent beings. Therefore, there is no need for the two blessings: Who created mankind, and: Who created mankind in His image. The second opinion is that there were in fact two separate acts of creation. Therefore, it is appropriate to recite two blessings with regard to the creation of mankind.

152 The Gemara rejects that suggestion: No, everyone agrees that it was only one act of creation. However, one Sage holds: It is according to the initial thought that we proceed. And one Sage holds: It is according to the action that we proceed. God’s initial thought was to create man and woman as separate entities. Ultimately, they were created as one entity. That explanation is like the following. Rav Yehuda raises a contradiction. In one verse it is written: “And God created man in His own image” (Genesis 1:27), indicating one act of creation, and in another verse it is written: “Male and female He created them” (Genesis 5:2), indicating two acts. How can this apparent contradiction be resolved? Initially, the thought entered God’s mind to create two, but ultimately only one was actually created.

153 The Gemara relates: Rav Ashi happened to come to the house of Rav Kahana to attend a wedding. The first day he recited all seven blessings. From that point forward, if there were new faces present, he recited all the blessings, and if not, he would say: It is merely an extension of the original celebration, and he would recite the blessing: In Whose dwelling is joy, in the zimmun prior to Grace after Meals, and the sixth blessing after Grace after Meals: Who has created.

154 § Apropos the wedding blessings, the Gemara continues: From seven days after the wedding until the thirtieth day, whether the groom said to the guests that he is inviting them due to the wedding celebration or whether he did not say to them that he is inviting them due to the wedding celebration, he recites the blessing: In Whose dwelling is joy. From this point, thirty days after the wedding, forward, if he said to them that he is inviting them due to the wedding celebration [hillula], he recites the blessing: In Whose dwelling is joy, and if not, he doesn’t.

155 The Gemara asks: And when the groom said to them that he is inviting them due to the wedding celebration, until when is this blessing recited? Rav Pappi said in the name of Rava: Until twelve months of the year have passed since the wedding. Since his legal status remains that of a groom, the blessing: In Whose dwelling is joy, may be recited. The Gemara asks: And initially, prior to the wedding, from when is that blessing recited? Rav Pappa said: From when they cast barley into the mortar to prepare beer for the wedding. The Gemara asks: Is that so? But didn't Rav Pappa involve himself in preparations for the wedding of his son, Abba Mar, and begin reciting the blessing from the time of betrothal? Rav Pappa is different, because the wedding preparations had already been prepared for him, and it was merely a matter of waiting for the designated time to arrive. Therefore, the wedding celebration began for him from the time of betrothal.

156 The Gemara relates: Ravina arranged for his son to marry a woman from the house of Rav Ḥaviva and recited the blessing from the time of betrothal. He said: I am certain with regard to them, that they will not retract their commitment and terminate the betrothal, and the wedding will take place on time. Nevertheless, the matter was not to be, and ultimately they retracted their commitment, and the wedding was canceled. The Gemara relates: Rav Taḥlisa, from the West, i.e., Eretz Yisrael, happened to come to Babylonia, and he elaborated on the themes of the wedding blessings and recited six long blessings. The Gemara concludes: And the halakha is not in accordance with his opinion. Rather, one must adhere to the formula coined by the Sages.

157 It is further related: Rav Ḥaviva happened to come to the house where a circumcision was taking place. He recited the blessing: In Whose dwelling is joy. The Gemara concludes: And the halakha is not in accordance with his opinion. Since the parents of the baby are anxious, as the baby is experiencing pain, it is not appropriate to recite the blessing under those circumstances.

158 § Rav Naḥman said that Rav said: With regard to the quorum of ten required to recite the wedding blessings, grooms are included in the tally. And mourners are not included in the tally for the blessing of the mourners. The Gemara raises an objection from a baraita: Grooms and mourners are included in the tally. The Gemara responds: Are you raising a contradiction from a baraita against the opinion of Rav? Rav himself had tanna status and therefore, unlike later amora'im, could disagree with opinions of tanna'im. It was stated: Rabbi Yitzḥak said that Rabbi Yoḥanan said: Grooms are included in the tally, but mourners are not included in the tally. The Gemara raises an objection from the baraita cited above: Grooms and mourners are included in the tally.

159 The Gemara answers: When that baraita is taught, it is with regard to combining with others to form a quorum of three to recite Grace after Meals, as a mourner is obligated to recite Grace after Meals. However, when Rabbi Yoḥanan says that mourners are not included in the tally, it is with regard to the quorum of ten men required to form a line to comfort the mourners following the burial.

160 And the Gemara raises an objection: However, that which Rabbi Yitzḥak said that Rabbi Yoḥanan said: One recites the blessing of the grooms in a quorum of ten, and the grooms are included in the tally, and one recites the blessing of the mourners in a quorum of ten, and the mourners are not included in the tally. Is there a blessing recited in the line formed to comfort the mourners? Clearly, this statement of Rabbi Yoḥanan cannot be explained as referring to the line. Rather, when Rabbi Yoḥanan said that mourners are not included in the tally, it was with regard to the blessing recited in the square adjacent to the cemetery, where the meal of comfort takes place and various blessings are recited to comfort the mourners. Mourners are not included in the requisite quorum of ten.

161 The Gemara asks: However, with regard to that which Rabbi Yitzḥak said that Rabbi Yoḥanan said: One recites the blessing of the grooms in a quorum of ten all seven days of celebration, and the grooms are included in the tally; and one recites the blessing of the mourners all seven days of mourning in a quorum of ten, and the mourners are not included in the tally, is there a blessing recited in the square all seven days? The meal of comfort and the associated blessings take place directly after the burial, not throughout the seven days of mourning. The Gemara answers: You find blessings recited throughout the seven-day mourning period in a case where new faces who did not attend the burial are present. In that case, eulogies and words of comfort are repeated, and the blessing of the mourners is recited again.

162 § This is similar to that incident involving Rav Ḥiyya bar Abba, who was the Bible teacher of the sons of Reish Lakish, and some say that he was the Mishna teacher of the son of Reish Lakish. His child died. On the first day, Reish Lakish did not go to comfort him. The next day, he took Yehuda bar Naḥmani, his disseminator, with him to comfort Rav Ḥiyya bar Abba. Reish Lakish said to his disseminator: Stand and say a matter of comfort with regard to the death of the child. He began and said: “And the Lord saw it and He abhorred them, due to the provocation of His sons and His daughters” (Deuteronomy 32:19). A generation in which the fathers abhor the Holy One, Blessed be He, He is angered at their sons and their daughters, and they die when they are small.

163 And there are those who say that the child who died was not a small child, but a youth, and this is what the disseminator said to him: “Therefore the Lord shall have no joy in their young men, nor shall He have compassion on their orphans and widows, for everyone is a flatterer and an evildoer, and every mouth speaks obscenity. For all this His anger is not turned away, and His hand is still outstretched” (Isaiah 9:16). What is the meaning of the phrase “And His hand is still outstretched”? Rav Ḥanan bar Rav said: Everyone knows why a bride enters the wedding canopy. It is the step before consummation of the marriage. However, one should not speak about it unnecessarily, as anyone who profanes his mouth and issues a matter of profanity from his mouth, even if a positive decree of seventy years was sealed for him, nevertheless, it is transformed for him into an evil decree.

164 The Gemara asks about this incident: He came at the behest of Reish Lakish to comfort Rav Ḥiyya bar Abba and instead he upset him by attributing the death of his son to his transgressions! The Gemara answers: It was not his intention to upset Rav Ḥiyya bar Abba and to attribute the death of his son to his actions. Rather, this is what he is saying to him: You are sufficiently significant to be seized, i.e., to die or suffer, for the sins of the generation, as it is specifically the righteous few who are punished for the transgressions of a sinful generation.

165 Reish Lakish said to his disseminator: Stand and say a statement with regard to the praiseworthiness of the Holy One, Blessed be He. He began and said: God, Who is great in the abundance of His greatness, mighty and strong in the abundance of His awesome deeds, Who revives the dead in fulfillment of His statement, Who does great deeds beyond comprehension, wondrous deeds without number. Blessed are You, Lord, Who revives the dead.

166 Reish Lakish said to him: Stand and say a statement with regard to the mourners. He began and said: Our brothers, who are exhausted, who are overwhelmed by this mourning, set your heart to examine this: This is what stands forever. It is a path from the six days of Creation, i.e., death exists since Creation, and it is well known that this is the fate of man. Many have drunk from the poisonous

cup of death, and many will drink. As was the consequence of the drink of the first who have drunk, so too will be the consequence of the drink of the last who will drink. Our brothers, may the Master of solace comfort you. Blessed are You, Lord, Who comforts the mourners.

167 Abaye said with regard to the statement concerning the mourners: Let him say: Many have drunk; let him not say: Many will drink. Let him say: The drink of the first; let him not say: The drink of the last. This is as Rabbi Shimon ben Lakish said, and likewise it was taught in the name of Rabbi Yosei: A person should never open his mouth to Satan and speculate about potential disasters. Rav Yosef said: What is the verse from which it is derived? “We should have almost been as Sodom, we should have been like unto Gomorrah” (Isaiah 1:9), after which, what did the prophet reply to them? “Hear the word of the Lord, rulers of Sodom; give ear unto the law of our God, people of Gomorrah” (Isaiah 1:10). Isaiah drew the analogy and immediately it was realized.

168 Reish Lakish said to the disseminator: Stand and say a statement with regard to those who comfort the mourners. He began and said: Our brothers, bestowers of loving-kindness, sons of bestowers of loving-kindness, who embrace the covenant of Abraham our Patriarch, as it is stated: “For I know him, that he will command his children…to do righteousness and justice” (Genesis 18:19). Our brothers, may the Master of reward pay you your just deserts. Blessed are You, Lord, Who pays the just deserts.

169 Reish Lakish said to the disseminator: Stand and say a statement with regard to the entire Jewish people. He began and said: Master of the worlds, redeem and save, rescue and deliver Your people, Israel, from the pestilence and from the sword, and from spoil, and from the blight, and from the mildew, and from all types of afflictions that suddenly erupt and come to the world. Before we call and You will respond. Blessed are You, Lord, Who halts the plague. Apparently, several blessings are recited on the days following the burial.

170 § In connection with comforting mourners, Ulla said, and some say that it was taught in a baraita: The Sages instituted ten cups of wine to be drunk in the house of the mourner: Three cups prior to the meal, in order to open his intestines, i.e., whet his appetite; three during the meal, to soak the food in his intestines in order to facilitate digestion; and four cups after the meal, each corresponding to a blessing in the Grace after Meals. One corresponds to the first blessing: Who feeds all; one corresponds to the second blessing, the blessing of the land; one corresponding to the third blessing: Who builds Jerusalem; and one corresponding to the fourth blessing: Who is good and does good.

171 Later, the Sages added to those four additional blessings: One, noting the actions of the attendants of the city [ḥazzanei ha’ir], who tend to burials and other communal needs; one, noting the actions of the leaders of the city, who would provide funding for the burial of the poor; one, noting the Temple, commemorating its destruction; and one, noting the actions of Rabban Gamliel. The people began observing this ordinance instituted by the Sages, and they would drink and become intoxicated. Therefore, the Sages restored the matter to its previous status and established that they drink no more than ten cups.

172 What is the connection between Rabban Gamliel and a house of mourning? It is as it is taught in a baraita: Initially, the funeral expenditures for the deceased were more taxing for his relatives than his death, as the burials were opulent, until it reached a point where people would abandon the deceased and flee. This continued until Rabbi Gamliel came and conducted himself in a self-deprecatory manner, instructing the people that they were to take him for burial in plain linen

garments. And all the people conducted themselves following his example, and instructed their families to take them for burial in plain linen garments. Rav Pappa said: And today, everyone is accustomed to bury the dead in plain garments, even in rough cloth [tzerada] worth one zuz.

[173] Rabbi Elazar said:

[174] A groom who says: I encountered an unobstructed orifice, claiming that when he consummated the marriage he discovered that his bride was not a virgin, is credible to render her forbidden to himself. Although it is not always possible to corroborate his claim with testimony that his wife committed adultery after betrothal, he is credible to render her forbidden to him as though she had in fact committed adultery.

[175] The Gemara asks: But why is she forbidden to him? It is a case of compound uncertainty. It is uncertain whether she engaged in intercourse while under his jurisdiction, after betrothal, in which case she would be forbidden to him, and it is uncertain whether she engaged in intercourse while not under his jurisdiction, in which case she would not be forbidden to him. And if you say that she engaged in intercourse while under his jurisdiction, it is uncertain whether she engaged in intercourse by coercion, in which case she would not be forbidden to him, and it is uncertain whether she engaged in intercourse willingly, in which case she would be forbidden to him. In cases of compound uncertainty, the ruling is lenient. Why, then, is his claim deemed credible?

[176] No, it is necessary to teach this ruling only in the case of the wife of a priest, who is rendered forbidden to her husband even if she engaged in intercourse by coercion. In that case, there is a single uncertainty. And if you wish, say instead that this ruling is relevant even to the wife of an Israelite, and it is in a case where her father accepted her betrothal when she was less than three years and one day old. Intercourse with a girl less than three years old does not permanently rupture the hymen, and therefore there is no uncertainty whether she engaged in intercourse before or after betrothal. Clearly, it took place after betrothal, and there is only one uncertainty: Did she engage in intercourse by coercion or willingly?

[177] The Gemara asks: If this is a case where there is only one uncertainty, what is it teaching us? We already learned this explicitly: With regard to a man who says to a woman: I betrothed you, and she says: You did not betroth me, and there are no witnesses to corroborate either claim, she is permitted to marry any of his relatives, e.g., his brother, because based on her claim they are not related. And it is prohibited for him to marry her relatives, as based on his claim she is his betrothed. Apparently, one is capable of creating a prohibition for himself without corroborating witnesses.

[178] The Gemara says that it was necessary to teach the case of the claim of virginity, lest you say: There, where certainly it is clear to him that he betrothed her, it is prohibited for him to marry her relatives. However, here, perhaps it is not clear to him that she was not a virgin, as he is not experienced in these matters and is mistaken. Therefore, Rabbi Elazar teaches us that his claim is nevertheless credible and she is forbidden to him.

[179] And did Rabbi Elazar say that? But didn’t Rabbi Elazar say: A woman is forbidden to her husband due to adultery, only over matters of jealous warning and seclusion, and as it was in the incident that transpired involving David and Bathsheba? A wife is forbidden to her husband only in a case where he warns her not to seclude herself with a certain man and witnesses testify that she subsequently entered into seclusion with him.

[180] And how can you understand it in that manner? Was the incident that transpired with jealous warning and seclusion? Furthermore, did the Sages render Bathsheba forbidden to her husband? Had she been forbidden to her husband, she would have also been forbidden to David, based on the following principle: Just as an adulteress is forbidden to her husband, she is also forbidden to her paramour.

[181] That is not difficult, as this is what Rabbi Elazar is saying: The fact that a woman is forbidden to her husband due to adultery only over matters of jealous warning and seclusion is derived from the incident that transpired involving David and Bathsheba, as there was no jealous warning and seclusion, and therefore she was not forbidden to her husband. In any case, it is difficult, as the statements of Rabbi Elazar are contradictory. It may be inferred: By means of jealous warning and seclusion, yes, a man renders his wife forbidden to him; by means of the claim that he encountered an unobstructed orifice, no, he does not render her forbidden.

[182] The Gemara rejects that inference: And according to your reasoning, that the statement of Rabbi Elazar restricts to jealous warning and seclusion the manner in which a husband can render his wife forbidden, infer: By means of jealous warning and seclusion, yes, a man renders his wife forbidden to him; by means of the testimony of two witnesses that she engaged in adulterous relations, no, he does not render her forbidden. That cannot be so, as clearly two witnesses establish her as one who committed adultery and render her forbidden to her husband.

[183] The Gemara explains: Rather, this is what Rabbi Elazar is saying: A woman is not rendered forbidden to her husband through the testimony of one witness. Rather, she is rendered forbidden only by means of the testimony of two witnesses who testify that she engaged in adulterous relations. And if there was jealous warning and seclusion, she is rendered forbidden even by means of the testimony of one witness as well, if he comes after the husband warned his wife and testifies that she engaged in adulterous relations. And the legal status of the claim: I encountered an unobstructed orifice, is like that of two witnesses, and it renders her forbidden even without jealous warning and seclusion.

[184] And if you would say with regard to the incident that transpired involving David and Bathsheba: For what reason did the Sages not deem her forbidden, when clearly David committed adultery with a married woman? The Gemara answers: There it was rape, and she did not engage in intercourse willingly. And if you wish, say instead that the Sages did not deem her forbidden, as that which Rabbi Shmuel bar Naḥmani said that Rabbi Yonatan said:

[185] Anyone who goes to a war waged by the royal house of David writes a conditional bill of divorce to his wife. This was done to prevent a situation in which the wife of the soldier would be unable to remarry because her husband did not return from battle and there were no witnesses with regard to his fate. The conditional bill of divorce accorded the wife the status of a divorcée and freed her to remarry, as it is written: “And to your brothers bring greetings and take their pledge [arubatam]” (I Samuel 17:18). What is the meaning of: And take arubatam? Rav Yosef taught: It is referring to matters that are shared [hame’oravin] between the husband and his wife, i.e., marriage. Since apparently it was customary for men at war to send their wives a conditional divorce, and since Uriah later died, Bathsheba assumed divorced status retroactively from the time that he set out to war. Therefore, she was not forbidden to David.

[186] § Apropos the credibility of the claim: I encountered an unobstructed orifice, Abaye said: We, too, learn in the mishna proof for the opinion of Rabbi Elazar: A virgin is married on Wednesday. Abaye infers: On Wednesday, yes, a virgin is married; on Thursday, no, she is not married. What is the reason for this ruling? It is due to the fact that if the marriage were to be held on Thursday, several days would elapse before the court would next convene, and in the interim his resolve will cool and his anger subside. The concern is that consequently he will fail to claim before the court that his bride was not a virgin.

[187] The Gemara asks: And for what matter is that a source of concern? If the concern is with regard to giving her payment for her marriage contract, i.e., if he fails to go to court, her legal status at the time of marriage will remain that of a virgin, and when the time comes she will receive payment for her marriage contract to which she is not entitled; then let him give it to her if he wishes. Why is that a concern? Rather, it is with regard to rendering her forbidden to him, and that would result in a case where he makes a claim.

[188] What, is it not referring to a case where he makes the claim: I encountered an unobstructed orifice, after engaging in intercourse with his bride, and his claim is accorded credibility to render her forbidden to him in accordance with the opinion of Rabbi Elazar? The Gemara rejects that proof: No, it can be explained that it is a case where he makes the claim that there was no blood, which would have resulted from rupture of the hymen had she been a virgin. That is a claim based on objective, verifiable evidence and not merely dependent on his subjective sensation.

[189] § Rav Yehuda said that Shmuel said that a groom who says: I encountered an unobstructed orifice, is deemed credible with regard to causing her to lose her marriage contract. Rav Yosef said: What is he teaching us? We already learned explicitly in a mishna (12a): A man who eats at the house of his father-in-law in Judea after betrothal, without witnesses to attest to the fact that he was not alone with her, cannot make a claim about his bride’s virginity after marriage, because in accordance with the custom in Judea, the assumption is that he secluded himself with her and it was he who engaged in intercourse with her. The Gemara infers: It is in Judea that he cannot claim that she is not a virgin, but in the Galilee, he can claim that this is the case.

[190] The Gemara asks: And for what matter is this claim directed? If it is to render her forbidden to him, then in Judea why is the claim not credible? If he is certain that he did not engage in intercourse with her, and finds that she is not a virgin, apparently she committed adultery and that claim should render her forbidden. Rather, is it not that he is seeking to cause her to lose her marriage contract in a case where he makes a claim? And what, is it not referring to a case where he makes the claim: I encountered an unobstructed orifice, and apparently he is accorded credibility? The Gemara rejects that proof: No, it can be explained that it is a case where he makes the claim that there was no blood.

[191] § It was stated: Rav Naḥman said that Shmuel said in the name of Rabbi Shimon ben Elazar: The Sages instituted the marriage contract for Jewish women: For a virgin two hundred dinars and for a widow one hundred dinars. And they deemed the groom credible in that if he says with regard to his virgin bride: I encountered an unobstructed orifice and she is not a virgin, he is deemed credible, causing her to lose her marriage contract. The Gemara asks: If so, and the Sages deemed him credible, what did the Sages accomplish in their ordinance that the marriage contract of a virgin is two hundred dinars, if his claim that she is not a virgin is effective?

192 Rava said: The ordinance is effective due to the presumption that a person does not exert himself to prepare a wedding feast and then cause it to be lost. Investing in the wedding preparations clearly indicates that the groom's intention is to marry the bride and rejoice with her. If, nevertheless, he claims that she is not a virgin, apparently he is telling the truth.

193 § A Sage taught in a baraita: Since payment of the marriage contract is a penalty instituted by the Sages, she may collect only from the husband's land of the most inferior quality. The Gemara asks: A penalty? What penalty is there in a marriage contract? Rather, emend the baraita and say: Since it is a rabbinic ordinance and not a Torah obligation, she may collect only from the husband's land of the most inferior quality. Rabban Shimon ben Gamliel says: The marriage contract of a woman is an obligation by Torah law.

194 The Gemara asks: And did Rabban Shimon ben Gamliel say that? But isn't it taught in a baraita that it is written with regard to a seducer: "He shall pay money according to the dowry of virgins" (Exodus 22:16)? The Torah establishes that this fine will be like the dowry of a virgin, and that the dowry of a virgin will be like this fine, i.e., fifty silver sela, or two hundred dinars. From here the Sages based their determination that a woman's marriage contract is an obligation by Torah law. Rabban Shimon ben Gamliel says: The marriage contract of a woman is not an obligation by Torah law, but is by rabbinic law.

195 The Gemara resolves the contradiction between the statements of Rabban Shimon ben Gamliel: Reverse the attribution of opinions in this baraita. The Gemara asks: And what did you see that led you to reverse the attribution of opinions in the latter baraita? Reverse the attribution of opinions in the former, in the baraita, and say that Rabban Shimon ben Gamliel is the one who holds that the marriage contract is a rabbinic ordinance.

196 The Gemara answers: The reason is that we learned that it is Rabban Shimon ben Gamliel who said elsewhere that the marriage contract of a woman is an obligation by Torah law, as we learned in a mishna (110b) that Rabban Shimon ben Gamliel says that if a man marries a woman in Cappadocia, where the currency is more valuable, and he divorces her in Eretz Yisrael, he gives her payment for the marriage contract from the money of Cappadocia. From the fact that he is obligated to pay the marriage contract in the currency of the place where he undertook the obligation, apparently the marriage contract of a woman is an obligation by Torah law.

197 And if you wish, say instead that the entire latter baraita is in accordance with the opinion of Rabban Shimon ben Gamliel, but the baraita is incomplete and it is teaching the following: From here, the Sages based their determination that a woman's marriage contract in the case of a virgin is an obligation by Torah law. However, the marriage contract of a widow is not an obligation by Torah law but is an ordinance by rabbinic law, as Rabban Shimon ben Gamliel says: The marriage contract of a widow is not an obligation by Torah law but is an ordinance by rabbinic law.

198 § The Gemara relates: A certain man who had never been married came before Rav Naḥman and said to him: I encountered an unobstructed orifice when I consummated the marriage. Rav Naḥman said in his regard: Flog him with palm branches [kufrei]; prostitutes [mevarakhta] are common around him. As he was never previously married, how was he able to determine whether or not the orifice was unobstructed, if he did not gain experience with prostitutes?

199 The Gemara asks: But isn't Rav Naḥman he who said that he is deemed credible when he claims that he encountered an unobstructed orifice? The Gemara answers: Yes, he is deemed credible, and

nevertheless, we flog him with palm branches. Rav Aḥai answered: Here, in the case where he is flogged, it is with regard to a bachelor, who is not accorded credibility, because he lacks experience. There, in the case where he is accorded credibility, it is with regard to one who has been married.

200 The Gemara relates a similar incident from an earlier era: A certain man who came before Rabban Gamliel said to him: I encountered an unobstructed orifice. Rabban Gamliel said to him: Perhaps you diverted your approach and therefore, you encountered no obstruction? I will tell you a parable to which this is similar. It is similar to a man who was walking in the blackness of night and darkness and he arrived at the entrance to the house; if he diverts the object preventing the door from opening, he finds it open; if he does not divert it, he finds it locked. Perhaps you too diverted your approach and entered from a different angle and that is why you did not encounter an obstruction.

201 Some say this is what Rabban Gamliel said to him: Maybe you diverted your approach intentionally and you displaced the door and the bolt. I will tell you a parable to which this is similar. It is similar to a man who is walking in the blackness of night and darkness and he arrives at his entrance. If he diverts intentionally, he finds it open; if he does not divert intentionally, he finds it locked.

202 The Gemara relates: A certain man who came before Rabban Gamliel bar Rabbi Yehuda HaNasi said to him: My teacher, I engaged in intercourse and did not find blood. The bride said to him: My teacher, I was a virgin. Rabban Gamliel bar Rabbi Yehuda HaNasi said to them: Bring me that cloth [sudar] on which you consummated the marriage. They brought him the cloth, and he soaked it in water and laundered it and found upon it several drops of blood from the rupture of the hymen. Rabban Gamliel bar Rabbi Yehuda HaNasi said to the groom: Go take possession of your acquisition, as she was a virgin and there is no need for concern.

203 Huna Mar, son of Rava, from Parzakya, said to Rav Ashi: Let us do so as well in similar cases and examine whether there is blood that is obscured by semen or another substance. Rav Ashi said to him:

204 Our calendering in Babylonia, which includes passing an abrasive stone over the garments to scrape off dirt, is like their laundering in Eretz Israel, and only in that manner do the garments in Babylonia reach that level of cleanliness. And if you say: Let us perform the process of calendering on cloths brought as proof that she was not a virgin, the stone removes any trace of blood. Therefore, the process would be ineffective.

205 The Gemara relates: A certain man who came before Rabban Gamliel bar Rabbi Yehuda HaNasi said to him: My teacher, I engaged in intercourse and did not find blood. The bride said to him: My teacher, I am still a virgin. Rabban Gamliel bar Rabbi Yehuda HaNasi said to them: Bring me two maidservants, one a virgin and one a non-virgin, to conduct a trial. They brought him the two maidservants, and he seated them on the opening of a barrel of wine. From the non-virgin, he discovered that the scent of the wine in the barrel diffuses from her mouth; from the virgin he discovered that the scent does not diffuse from her mouth. Then, he also seated that bride on the barrel, and the scent of the wine did not diffuse from her mouth. Rabban Gamliel bar Rabbi Yehuda HaNasi said to the groom: Go take possession of your acquisition, as she is a virgin.

206 The Gemara asks: Since Rabban Gamliel was familiar with this method of examination, let him use it to examine her initially. Why was the trial with the maidservants necessary? The Gemara answers: He learned that it was effective through tradition; however, he had never seen it in action,

and he thought perhaps he was not sufficiently expert in that manner of examination, and it is improper conduct to demean Jewish women by subjecting them to that indignity for naught. Once he established the effectiveness of that method, he proceeded to examine the bride to resolve the matter.

207 The Gemara relates: A certain man who came before Rabban Gamliel the Elder said to him: My teacher, I engaged in intercourse and did not find blood. The bride said to him: My teacher, I am from the family of Dorketi, who have neither menstrual blood nor blood from the rupture of the hymen. Rabban Gamliel investigated among her relatives to determine whether the claim with regard to her family was true, and discovered that the truth was in accordance with her statement. He said to him: Go take possession of your acquisition. Happy are you that you were privileged to marry a member of the Dorketi family, as those forms of blood will never pose a problem for you.

208 The Gemara elaborates: What is the meaning of Dorketi? It means truncated generation [dor katua]. Rabbi Ḥanina said: Rabban Gamliel consoled that man with vain words of consolation, because the absence of blood in this woman is a drawback. As Rabbi Ḥiyya taught: Just as leaven is fortuitous for dough, so too, blood is fortuitous for a woman. And it was taught in the name of Rabbi Meir: Any woman whose blood is plentiful, her children are plentiful. This bride, who lacks blood, will not produce many children.

209 It was stated that there is a dispute with regard to Rabban Gamliel's reply. Rabbi Yirmeya bar Abba said that Rabban Gamliel said to the groom: Exercise your privilege and take possession of your acquisition. And Rabbi Yosei bar Avin said that Rabban Gamliel said to him: It is your misfortune to take possession of your acquisition. Granted, according to the one who says: It is your misfortune, that is in accordance with the opinion of Rabbi Ḥanina, who said the consolation was vain. However, according to the one who says: Exercise your privilege, what is the privilege to which he is referring? The Gemara answers: The privilege is that thanks to the condition of the women of this family, he will not come to a situation of uncertainty whether she has the halakhic status of a menstruating woman.

210 The Gemara relates: A certain man who came before Rabbi Yehuda HaNasi said to him: My teacher, I engaged in intercourse and did not find blood. The bride said to him: My teacher, I was still a virgin. And the Gemara comments that this incident was during years of drought. Rabbi Yehuda HaNasi saw that their faces were black due to hunger. He instructed his attendants to tend to them and they took them into the bathhouse and bathed them and they fed them and gave them drink. Then they took them into a room, and the groom engaged in intercourse with her and found blood, as it was due to the famine that there was no blood. Rabbi Yehuda HaNasi said to him: Go take possession of your acquisition. Rabbi Yehuda HaNasi read this verse in their regard: "Their skin is shriveled upon their bones, it is withered, it has become like a stick" (Lamentations 4:8), in the sense that no blood flows from them.

211 MISHNA: With regard to a virgin, her marriage contract is two hundred dinars, and with regard to a widow, her marriage contract is one hundred dinars. With regard to a virgin who is a widow, a divorcée, or a ḥalutza who achieved that status from a state of betrothal, before marriage and before consummation of the marriage, for all of these their marriage contract is two hundred dinars, and they are subject to a claim concerning their virginity, as their presumptive status of virginity is intact.

212 GEMARA: What is the relationship between the term almana and its meaning, widow? Rav Ḥana of Baghdad said: A widow is called an almana after the maneh, one hundred dinars, which is the sum

of her marriage contract. The Gemara asks: With regard to a widow from betrothal, whose marriage contract is two hundred dinars and not a maneh, what is there to say? The Gemara answers: Since they called this widow from marriage almana, this widow from betrothal they also called almana.

213 The Gemara asks: That explains the use of almana in the terminology of the Sages. However, with regard to the term almana that is written in the Torah, what is there to say? The rabbinic ordinance that the marriage contract of a widow is a maneh was not yet instituted. The Gemara answers: The Torah employs the term almana because the Sages are destined to institute the sum of a maneh for her in her marriage contract. The Gemara asks: And is a verse written for the future? The Gemara answers: Yes, indeed it is, as it is written: "And the name of the third river is Tigris; that is it which goes toward the east of Asshur" (Genesis 2:14). And Rav Yosef taught: Asshur, that is Seleucia. And did that city exist when the Torah was written? Rather, the Torah is referring to that city because it was destined to exist in the future. Here too, the Torah employs the term almana because a widow was destined to have a marriage contract of a maneh instituted for her.

214 Apropos the statement of Rav Ḥana of Baghdad, the Gemara cites additional statements of his. And Rav Ḥana of Baghdad said: Rain irrigates, saturates, and fertilizes the land, and refines the fruit and causes it to proliferate. Rava bar Rabbi Yishmael, and some say it was Rav Yeimar bar Shelamya who said: What is the verse that alludes to this? "Watering its ridges abundantly, settling its furrows, You make it soft with showers, You bless its growth" (Psalms 65:11). "Watering its ridges abundantly" indicates that the rain irrigates and saturates the land, "You make it soft with showers" indicates that it fertilizes the land, and "You bless its growth" indicates that it refines the fruit and causes it to proliferate.

215 Rabbi Elazar said: The term mizbe'aḥ, altar, is a rough acrostic representing its qualities. It moves [meziaḥ] sins and sustains [mezin], because as a result of the offerings sacrificed on the altar, sustenance is provided to all. It endears [meḥabev], and atones [mekhapper]. Mizbe'aḥ evokes the letters mem and zayin from the first two qualities, bet from meḥabev and the kaf from mekhapper. The Gemara asks: This quality, that the altar atones, is the same as that quality, that it moves sins. Why are they listed separately? The Gemara answers: The altar moves evil decrees, and atones for sins.

216 And Rav Ḥana of Baghdad said: Dates warm and satiate, loosen the bowels, strengthen, but do not pamper. Rav said: If one ate dates he should not issue halakhic rulings, as dates are intoxicating. The Gemara raises an objection: With regard to dates, in the morning and evening they have a positive effect on one who eats them; in the afternoon, they have a negative effect on one who eats them. At noon, their positive effect is unparalleled, and they negate three matters: A troubling thought, intestinal illness, and hemorrhoids. Apparently, the effect of dates is primarily a positive one.

217 The Gemara answers that there is no contradiction. Did we say that they are not exemplary? They are exemplary, and at the same time cause temporary distraction and intoxication, just as it is in the case of wine, as the Master said: One who drinks a quarter-log of wine should not issue halakhic rulings. And if you wish, say instead: This apparent contradiction is not difficult. This statement, which prohibits issuing a ruling under the influence of dates, is referring to one eating dates before he eats bread, when eating them can lead to intoxication. That statement, which enumerates the salutary effects of dates, is referring to one eating dates after he eats bread. As Abaye said: My mother told

me that dates eaten before eating bread are destructive like an ax to a palm tree; dates eaten after eating bread are beneficial like a bolt to a door, which provides support.

218 Apropos the term door [dasha], the Gemara cites statements referring to its etymology as well as that of several other Aramaic terms. With regard to the word dasha, door, Rava said: It is an acrostic for derekh sham, meaning through there. With regard to the word darga, ladder or stair, Rava said: It is an acrostic for derekh gag, meaning way to the roof. With regard to the word purya, bed, Rav Pappa said: It is an acrostic for parin veravin aleha, meaning one procreates upon it. Rav Naḥman bar Yitzḥak said:

219 We too will say: Ailonit, a sexually underdeveloped woman, is a term meaning: Like a ram [dukhranit], because like a male sheep [ayyil] she does not bear children.

220 MISHNA: With regard to a female convert, or a captive woman, or a maidservant, who were ransomed with regard to the captive, or who converted with regard to the convert, or who was freed with regard to the maidservant, when she was less than three years and one day old, for all of these, their marriage contract is two hundred dinars, as their presumptive status is that of a virgin. Even if they were subject to intercourse when they were younger than that age, the hymen remains restored. And they are subject to a claim concerning their virginity.

221 GEMARA: Rav Huna said: With regard to a convert who is a minor, one immerses him in a ritual bath with the consent of the court. As a minor lacks the capacity to make halakhic decisions, the court is authorized to make those decisions in his stead.

222 What is Rav Huna coming to teach us? Is he teaching that it is a privilege for the minor to convert, and one may act in a person’s interests even in his absence? We already learned that explicitly in a mishna (Eiruvin 81b): One may act in a person’s interests in his absence, but one may not act against a person’s interests in his absence.

223 Rav Huna’s statement was necessary lest you say: With regard to a gentile, licentiousness is preferable for him, so conversion is contrary to his interests, just as we maintain that with regard to a slave, licentiousness is certainly preferable. Just as a slave has no interest in assuming the restrictions that come with freedom, in that a freed Canaanite slave is a convert to Judaism, a gentile would have the same attitude toward conversion.

224 Therefore, Rav Huna teaches us: That applies only with regard to an adult, who has experienced a taste of prohibition. Therefore, presumably he prefers to remain a slave and indulge in licentiousness. However, with regard to a minor, who did not yet engage in those activities, it is a privilege for him to convert.

225 The Gemara suggests: Let us say that the mishna supports Rav Huna’s statement: With regard to a female convert, or a captive woman, or a maidservant, who were ransomed with regard to the captive, or who converted with regard to the convert, or who were freed with regard to the maidservant, when she was less than three years and one day old; what, is it not referring to a case where they immersed the minor converts and the maidservants with the consent of the court? Apparently, a conversion of that sort is valid.

226 The Gemara rejects that proof: No, with what are we dealing here? It is with a convert whose minor sons and daughters converted with him, as they are content with whatever their father does in their regard. However, that does not apply to a child who is converting on his own.

227 Rav Yosef said: In any case where minors convert, when they reach majority they can protest and annul their conversion. Abaye raised an objection to his opinion from the mishna: With regard to a female convert, or a captive woman, or a maidservant who were ransomed, or who converted, or who were freed when they were less than three years and one day old, their marriage contract is two hundred dinars. And if it enters your mind to say that when they reach majority they can protest and annul their conversion, do we give her the payment of the marriage contract that she will go and consume in her gentile state?

228 The Gemara answers: She receives payment of her marriage contract once she has reached majority and does not protest, but not while still a minor. The Gemara asks: When she reaches majority too, is there not the same concern that she will protest and abandon Judaism? The Gemara answers: Once she reached majority for even one moment and did not protest, she may no longer protest. This mishna poses no difficulty to the opinion of Rav Yosef.

229 Rava raised an objection from a mishna (29a): These are the cases of young women for whom there is a fine paid to their fathers by one who rapes them: One who engages in intercourse with a mamzeret; or with a Gibeonite woman [netina], who are given [netunim] to the service of the people and the altar (see Joshua 9:27); or with a Samaritan woman [kutit]. In addition, the same applies to one who engages in intercourse with a female convert, or with a captive woman, or with a maidservant, provided that the captives were ransomed or that the converts converted, or that the maidservants were freed when they were less than three years and one day old, as only in that case do they maintain the presumptive status of a virgin. In all of these cases, there is a fine paid to their fathers if they are raped. And if you say that when they reach majority they can protest and annul their conversion, do we give her payment of the fine that she will go and consume in her gentile state?

230 The Gemara answers: She receives payment of the fine once she has reached majority and does not protest, but not while she is still a minor. The Gemara asks: When she reaches majority too, is there not the same concern that she will protest and abandon Judaism? The Gemara answers: Once she reached majority for even one moment and did not protest, she may no longer protest.

231 Abaye did not state his objection from the same source as did Rava, because there, in the mishna cited by Rava, it is referring to a fine, and in that case this is the reason: So that the sinner will not profit. The Sages did not absolve the rapist from payment of the fine merely due to the concern that the woman he raped may ultimately negate the conversion.

232 Rava did not state his objection from the same source as did Abaye, as with regard to a marriage contract, this is the reason that the Sages instituted it: So that his wife will not be inconsequential in his eyes, enabling him to easily divorce her. As long as this woman does not negate her conversion, she is a Jewish woman and the Sages saw to her interests.

233 MISHNA: With regard to an adult man who engaged in intercourse with a minor girl less than three years old; or a minor boy less than nine years old who engaged in intercourse with an adult woman; or a woman who had her hymen ruptured by wood or any other foreign object, for all these women their marriage contract is two hundred dinars, as their legal status is that of a virgin. This is the statement of Rabbi Meir. And the Rabbis say: The marriage contract of a woman whose hymen was ruptured by wood is one hundred dinars, as physically, since her hymen is not intact, she is no longer a virgin.

[234] With regard to a virgin who is either a widow, a divorcée, or a ḥalutza who achieved that status from a state of marriage, for all these women their marriage contract is one hundred dinars,

[235] and they are not subject to a claim concerning their virginity. Since they were married, even if they did not engage in intercourse with their husband, their presumptive status is that of non-virgins, and the second husband cannot claim that he was misled with regard to their status as virgins.

[236] And similarly, with regard to a female convert, or a captive woman, or a maidservant, who were ransomed with regard to the captive, or who converted with regard to the convert, or who were freed with regard to the maidservant, when she was more than three years and one day old, for all of these, their marriage contract is one hundred dinars and they are not subject to a claim concerning their virginity. When they married, their presumptive status was that of a non-virgin.

[237] GEMARA: Rav Yehuda said that Rav said: A minor boy who engaged in intercourse with an adult woman renders her as one whose hymen was ruptured by wood, as the act is not considered full-fledged intercourse. Rav Yehuda continues: When I said this statement before Shmuel, he said to me: A woman does not achieve the status of one whose hymen was ruptured by wood by means of flesh, i.e., intercourse.

[238] Some teach this halakha independent of Rav Yehuda: With regard to a minor boy who engaged in intercourse with an adult woman, Rav said: He renders her as one whose hymen was ruptured by wood. And Shmuel said: A woman does not achieve the status of one whose hymen was ruptured by wood by means of flesh.

[239] Rav Oshaya raised an objection to the opinion of Rav from the mishna: With regard to an adult man who engaged in intercourse with a minor girl less than three years old, or a minor boy less than nine years old who engaged in intercourse with an adult woman, or a woman who had her hymen ruptured by wood or any other foreign object, the marriage contract for each of these women is two hundred dinars. This is the statement of Rabbi Meir. And the Rabbis say: The marriage contract of a woman whose hymen was ruptured by wood is one hundred dinars. Contrary to Rav’s opinion, the Rabbis distinguish between the halakha in the case of the intercourse of a minor boy and the halakha in the case of a woman whose hymen was ruptured by wood.

[240] Rava said that this is what the mishna is saying: An adult man who engaged in intercourse with a minor girl less than three years old has done nothing, as intercourse with a girl less than three years old is tantamount to poking a finger into the eye. In the case of an eye, after a tear falls from it another tear forms to replace it. Similarly, the ruptured hymen of the girl younger than three is restored. And a young boy who engaged in intercourse with an adult woman renders her as one whose hymen was ruptured by wood. And with regard to the case of a woman whose hymen was ruptured by wood itself, there is a dispute between Rabbi Meir and the Rabbis. Rabbi Meir maintains that her marriage contract is two hundred dinars, and the Rabbis maintain that it is one hundred dinars.

[241] Rami bar Ḥama said: This dispute is specifically in a case where the husband was aware that her hymen was ruptured by wood, as in that case Rabbi Meir likens her to a grown woman, whose hymen does not completely obstruct the orifice as a result of the maturation process. Nevertheless, her marriage contract is that of a virgin, two hundred dinars. And the Rabbis liken her to a non-virgin who engaged in intercourse in the past. Her marriage contract is one hundred dinars. However, if he was not aware that her hymen was ruptured by wood and was under the impression that she was a

full-fledged virgin, everyone agrees that she receives no marriage contract at all when he becomes aware of her condition, as the marriage was a mistaken transaction.

[242] The Gemara asks: And why does Rabbi Meir liken her to a grown woman? Let him liken her to a non-virgin, who engaged in intercourse in the past. The Gemara answers: In the case of a non-virgin, an action was performed on her by a person; but with regard to this woman, whose hymen was ruptured by wood, an action was not performed on her by a person. The Gemara asks: And with regard to the Rabbis, rather than likening her to a non-virgin, let them liken her to a grown woman. The Gemara answers: In the case of a grown woman, no action was performed on her; but with regard to this woman, whose hymen was ruptured by wood, an action was performed on her.

[243] Rami bar Ḥama concluded his statement: However, if he was not aware that her hymen was ruptured by wood, everyone agrees that she receives no marriage contract at all. Rav Naḥman raised an objection from a mishna (13a): In a case where she says: I am one whose hymen was ruptured by wood, i.e., she admits that her hymen is not intact but claims that it was not ruptured through intercourse, and the groom says: No; rather, you are one who was violated by a man and you are no longer a virgin, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible and her claim is accepted. In that case, she is claiming that she is entitled to a marriage contract. Despite the fact that the groom had no prior awareness of her condition, Rabban Gamliel and Rabbi Eliezer maintain that she is deemed credible and receives a marriage contract of at least one hundred dinars. Apparently, not everyone agrees that in that case she receives nothing at all.

[244] Rather, Rava said: This is what the mishna is saying: Whether the husband was aware that her hymen was ruptured by wood and whether he was not aware of her condition, according to Rabbi Meir she receives a marriage contract of two hundred dinars and it is not a mistaken transaction. According to the Rabbis, if he was aware of her condition she receives a marriage contract of one hundred dinars like a non-virgin; if he was not aware of her condition she receives no marriage contract at all, since it is a mistaken transaction, as when he married her he believed that her hymen was intact. According to this explanation, the mishna cited by Rav Naḥman is in accordance with the opinion of Rabbi Meir.

[245] And Rava retracted his opinion, as it is taught in a baraita: How does the slander described in the Torah come about? If the groom comes to court and says: So-and-so, father of the bride, I did not find in your daughter an intact hymen. If there are witnesses that she committed adultery while under the husband’s jurisdiction after betrothal, she receives a marriage contract of one hundred dinars. The Gemara asks: If there are witnesses that she committed adultery while under his jurisdiction after betrothal, she is subject to execution by stoning. Obviously, she is in no position to receive a marriage contract. The Gemara answers that this is what the mishna is saying: If there are witnesses that she committed adultery while under his jurisdiction after betrothal, she is subject to execution by stoning. However, if she engaged in intercourse initially, prior to betrothal, she receives a marriage contract of one hundred dinars, like any non-virgin.

[246] And Rav Ḥiyya bar Avin said that Rav Sheshet said: That is to say, if the groom married a woman with the presumptive status of a virgin and she is found to be a non-virgin, she receives a marriage contract of one hundred dinars. And Rav Naḥman raised an objection to the statement of Rav Sheshet from a mishna (12b): There is a case of one who marries a woman and did not find her hymen intact, and she says: After you betrothed me I was raped, and his, i.e., her husband’s, field was inundated,

meaning that it is his misfortune that she is not a virgin, as she was raped after betrothal. And he says: No; rather, you were raped before I betrothed you, and my transaction was a mistaken transaction. The betrothal was predicated on your presumptive status as a virgin and in fact, you were not a virgin then. In that case, she does not receive any marriage contract at all.

247 And Rav Ḥiyya bar Avin said to those present: Is it possible that Rav Amram and all the prominent Sages of the generation were sitting when Rav Sheshet said this halakha, and Rav Naḥman's question was difficult for them, and they answered: What is the meaning of mistaken transaction in this context? It too means that he is absolved from his commitment to pay the marriage contract of a virgin, two hundred dinars, because she is not entitled to that sum. However, she is entitled to one hundred dinars. And, contrary to that consensus, you say that she does not receive any marriage contract at all?

248 And Rava said: The one who raised the objection, Rav Naḥman, raises the objection well, as the term: Mistaken transaction, indicates that the betrothal is dissolved totally. The Gemara asks: But that baraita with regard to slander remains difficult, as in that case, if he discovered that she was not a virgin, she receives a marriage contract of one hundred dinars. The Gemara answers: Resolve the apparent contradiction and say this in the text of the baraita: If there are witnesses that she committed adultery while under his jurisdiction after betrothal, she is subject to execution by stoning. If she engaged in intercourse initially, prior to betrothal, she receives nothing at all. If she was discovered to be one whose hymen was ruptured by wood, she is entitled to a marriage contract of one hundred dinars.

249 But isn't it Rava himself who said that according to the Rabbis, in the case of a woman whose hymen was ruptured by wood, if he was not aware of her condition she receives no marriage contract at all? Rather, conclude from it that Rava retracted that statement, and he holds that even according to the Rabbis, even if he was unaware of her condition she receives a marriage contract of one hundred dinars.

250 § The Sages taught: If her first husband brought her into his home for the purpose of marriage, and she has witnesses who testified that she did not seclude herself with him, or alternatively, they testified that she secluded herself with him and did not stay in seclusion with him for a period equivalent to the time required to engage in intercourse, if the first husband dies or divorces her and she remarries, despite the testimony of the witnesses, the second husband cannot make a claim concerning virginity, and say the betrothal was predicated on the assumption that she was a virgin and she should lose her marriage contract. Since the first husband brought her into his home, the second husband should have considered that a woman who entered her husband's home is no longer a virgin.

251 Rabba said: That is to say, if one married a woman with the presumptive status of a virgin, as there were witnesses that she did not engage in intercourse, and she was found to be a non-virgin, she is entitled to a marriage contract of one hundred dinars. The Gemara rejects the proof. Rav Ashi said: In general, actually, I would say to you that in that case she does not receive a marriage contract at all, as it is a mistaken transaction. But here it is different, and she does not totally lose her marriage contract, because the first husband brought her into his house. Therefore, the second husband should have considered that a woman who entered her husband's home is no longer a virgin.

252 The Gemara asks: And since there are witnesses that she did not engage in intercourse with the first husband, let us be concerned that perhaps she committed adultery after betrothal, while under the jurisdiction of the second husband, and rule that she is forbidden to him due to suspicion of adultery and is not entitled to a marriage contract at all. Rav Sherevya said: The baraita is referring to a case where he betrothed her and engaged in intercourse immediately. Therefore, there was no opportunity to engage in adultery between her betrothal and her marriage to the second husband.

253 Others taught this statement of Rabba with regard to the mishna: Concerning a virgin who is a widow, a divorcée, or a ḥalutza who achieved that status from a state of marriage, for all these women their marriage contract is one hundred dinars, and they are not subject to a claim concerning their virginity. The Gemara asks: How can you find a virgin from a state of marriage? It is in a case where she entered the wedding canopy and did not engage in intercourse.

254 Rabba said: That is to say, if one married a woman with the presumptive status of a virgin and she was found to be a non-virgin, her marriage contract is one hundred dinars. The Gemara rejects the proof. Rav Ashi said: In general, actually, I would say to you that in general, she does not receive a marriage contract at all, as it is a mistaken transaction. But here it is different, and she does not totally lose her marriage contract, because she entered the wedding canopy. Therefore, the second husband should have considered that a woman who entered her husband’s home is no longer a virgin.

255 The Gemara asks: And let us be concerned that perhaps she committed adultery after betrothal, while under the jurisdiction of the second husband. Rav Sherevya said: The baraita is referring to a case where he betrothed her and engaged in intercourse immediately. Therefore, there was no opportunity to engage in adultery between her betrothal and her marriage to the second husband.

256 The Gemara notes: The one who taught the exchange between Rabba and Rav Ashi with regard to the baraita, where there is explicit testimony that she did not engage in intercourse with the first husband and nevertheless no proof can be brought that if he discovers that she is not a virgin she receives a marriage contract of one hundred dinars, all the more so would he say that the same is true with regard to the mishna. And the one who taught the exchange with regard to the mishna, however, would not say the same with regard to the baraita, due to the fact that the husband could say to her: I relied on witnesses. Therefore, proof can be brought from the baraita that if he discovered that she is not a virgin, she receives a marriage contract of one hundred dinars.

257 MISHNA: A man who eats at the house of his father-in-law in Judea after betrothal and without witnesses to attest to the fact that he was not alone with his betrothed is unable to make a claim concerning virginity after marriage because in accordance with the custom in Judea, the assumption is that he secluded himself with her, and the concern is that it was he who engaged in intercourse with her.

258 GEMARA: The Gemara infers: From the fact that the mishna teaches the halakha employing the phrase: A man who eats, by inference one may conclude that there is also a place in Judea where the groom does not eat at the house of his father-in-law, and does not enter into seclusion with his betrothed. Abaye said: Conclude from it that in Judea too there are different places with different customs, as it is taught in a baraita that Rabbi Yehuda said: In Judea, at first they would seclude the groom and bride together for a brief period before their entry into the wedding canopy, so that he would grow accustomed to her companionship in order to ease the awkwardness when they would consummate the marriage. And in the Galilee they did not do so.

[259] The baraita continues. In Judea, at first they would appoint for them two groomsmen [shushvinin], one for him and one for her, in order to examine the groom and the bride at the time of their entry into the wedding canopy and thereafter, to ensure that neither would engage in deception with regard to the presence or absence of blood from the rupture of the hymen. And in the Galilee they would not do so. As the custom of appointing groomsmen would be relevant only in a case where the groom and the bride had not been together in seclusion prior to marriage, this is apparently a custom in Judea different from the first custom cited in the mishna, where they would enter into seclusion prior to marriage.

[260] The baraita continues. In Judea, at first the groomsmen would sleep in the house in which the groom and bride sleep, in order to examine the sheet on which the marriage was consummated immediately following intercourse. This was in order to ensure that the groom would not attempt to obscure the blood of the rupture of the hymen and claim that the bride was not a virgin. And in the Galilee they would not do so.

[261] The baraita concludes: And anyone who did not conduct himself in accordance with this custom cannot make a claim concerning virginity against the bride. The Gemara asks: Concerning which case in the baraita was this principle stated? If we say it is concerning the first clause of the baraita, regarding the custom to seclude the couple prior to marriage, in that case, the phrase: Anyone who conducted himself in accordance with this custom cannot make a claim concerning virginity, is what it needed to say, due to the concern that perhaps they had sexual relations before the marriage.

[262] Rather, it is concerning the latter clause of the baraita: They would appoint for them two groomsmen to examine them, that the principle was stated. In that case, the phrase: Anyone who was not examined by the groomsmen, is what it needed to say, as it is dependent on the family of the bride, and not the phrase: Anyone who did not conduct himself in accordance with this custom, which indicates that it depends on him.

[263] Abaye said: Actually, the principle is stated concerning the first clause; and emend the baraita and teach: Anyone who conducted himself in accordance with this custom. Rava said to him: But isn’t it teaching explicitly: Anyone who did not conduct himself in accordance with this custom? One should not corrupt a baraita due to a difficulty that arose in understanding it. Rather, Rava said that this is what the baraita is saying: Anyone who did not practice the custom of the Galilee in the Galilee, but instead observed the custom of Judea in the Galilee, cannot make a claim concerning virginity against the bride. Rav Ashi said: Actually, this principle could be applied concerning the latter clause, and teach: Anyone who was not examined. When it said in the baraita: Anyone who did not conduct himself in accordance with this custom, it is referring to the custom of being examined.

[264] MISHNA: For both a widow who is an Israelite woman and a widow who is the daughter of priests, her marriage contract is one hundred dinars. A court of priests would collect a marriage contract of four hundred dinars for a virgin daughter of a priest, twice the sum of the standard marriage contract for a virgin, and the Sages did not reprimand them.

[265] GEMARA: A Sage taught in a baraita: And for a widow who is the daughter of priests, her marriage contract is two hundred dinars. The Gemara asks: But didn’t we learn in the mishna: For both a widow who is an Israelite woman and a widow who is the daughter of priests, their marriage contract is one hundred dinars?

266 Rav Ashi said: There were two ordinances instituted: Initially, the court of priests instituted for a virgin daughter of a priest a marriage contract of four hundred dinars, and for a widow, a marriage contract of one hundred dinars.

267 Once the members of the court saw that the priests were demeaning the widows, they instituted for them a marriage contract of two hundred dinars, so that they would treat them with greater esteem. Once they saw that the grooms were distancing themselves from them, as they said: Instead of marrying a widow who is the daughter of priests and paying a marriage contract of two hundred, let us go marry a virgin Israelite woman for the same price. Since men would no longer marry widows from priestly families, they restored matters to their original status. This indicates that the mishna and the baraita are addressing different time periods and different ordinances.

268 § It is stated in the mishna that a court of priests would collect a marriage contract of four hundred dinars for a virgin daughter of a priest. Rav Yehuda said that Shmuel said: Not only with regard to a court of priests did the Sages say that they could collect a greater sum for the marriage contract of their daughters, but even families of distinguished lineage in Israel. If they wanted to act as the priests do, they may act in that manner.

269 The Gemara raises an objection from a baraita: One who sought to act as the priests do, as in cases where an Israelite woman is married to a priest, or the daughter of a priest is married to an Israelite, may act in that manner. The Gemara infers: This allowance is specifically in cases where an Israelite woman is married to a priest, or the daughter of a priest is married to an Israelite, where there is an aspect of priesthood involved. However, apparently, in a case where the daughter of an Israelite is married to an Israelite, no, it is not allowed.

270 The Gemara rejects that inference. The baraita is stated employing the style of: It is not necessary. It is not necessary to state a case where the daughter of an Israelite is married to an Israelite, as in that case the groom cannot say to her: By marrying you, I am raising your social status, and it is clear that women from distinguished families would demand a marriage contract with a greater sum. However, in a case where an Israelite woman is married to a priest, where he can say to her: I am raising your social status, as you are marrying into the priesthood, you might think to say no, the woman cannot demand a marriage contract with a greater sum. Therefore, the baraita teaches us that even in the case of a woman from a distinguished family of Israelites marrying a priest, she may demand a marriage contract with a greater sum.

271 MISHNA: There is a case of one who marries a woman and did not find her hymen intact, and she says: After you betrothed me I was raped, and his, i.e., her husband’s, field was inundated, meaning that it is his misfortune that she is not a virgin, as she was raped after betrothal. And he says: No; rather, you were raped before I betrothed you, and my transaction was a mistaken transaction. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible. Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives; rather, this woman assumes the presumptive status of one who engaged in intercourse when she was not yet betrothed and she misled him, until she brings proof supporting her statement.

272 GEMARA: It was stated: With regard to one who approaches another and says: I have one hundred dinars in your possession, and the other says: I don’t know, Rav Yehuda and Rav Huna say: The respondent is obligated to pay, because he did not deny the claim, and Rav Naḥman and Rabbi Yoḥanan say: He is exempt from payment. The Gemara elaborates. Rav Huna and Rav Yehuda say

that the respondent is obligated to pay based on the principle: When there is a certain claim, e.g., that of the claimant, and an uncertain claim, e.g., that of the respondent, the certain claim prevails. Rav Naḥman and Rabbi Yoḥanan say: The respondent is exempt based on the principle: Establish the money in the possession of its owner, and the burden of proof rests upon the claimant. Since the claimant does not support his claim with proof, the money remains in the possession of the respondent.

273 Abaye said to Rav Yosef: This ruling of Rav Huna and Rav Yehuda is essentially the statement of Shmuel, as we learned in a mishna (13a): In the case of an unmarried woman who was pregnant, and the Sages said to her: What is the nature of this fetus, i.e., who is the father. And she says: It is from a man called so-and-so and he is a priest and is certainly of valid lineage. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and the fetus is deemed to be of valid lineage. Rav Yehuda said that Shmuel said: The halakha is in accordance with the opinion of Rabban Gamliel.

274 And Rav Shmuel bar Yehuda said to Rav Yehuda: Big-toothed one [shinnana], you said to us in the name of Shmuel that the halakha is in accordance with the opinion of Rabban Gamliel even in the first dispute, the dispute cited in the mishna, which is the first in a series of disputes with regard to conflicting claims. The Gemara asks: What is the meaning of even the first? What is unique about that dispute relative to the others? The Gemara answers: The novel element in the first dispute is that the claim of the bride is accepted despite the fact that although there is room to say: Establish the money in the possession of its owner, and since the money is in the possession of the husband and the woman is the claimant, Rabban Gamliel said that the certain claim of the bride prevails over the uncertain claim of the groom, who can only speculate about when she was raped.

275 The Gemara suggests: Let us say that it is Rav Yehuda and Rav Huna who say their ruling in accordance with the opinion of Rabban Gamliel, who says that a certain claim prevails over an uncertain one even to collect money from the possession of the respondent. And it is Rav Naḥman and Rabbi Yoḥanan who say their ruling in accordance with the opinion of Rabbi Yehoshua, that one does not collect money based merely on a claim.

276 The Gemara rejects that suggestion. Rav Naḥman could have said to you: That which I said, is even in accordance with the opinion of Rabban Gamliel. Rabban Gamliel says his ruling only there, with regard to claims of a groom and a bride, where there is a miggo, a halakhic argument that the ability to make a more advantageous claim grants credibility to the claim one actually makes, that bolsters the bride’s claim. She could have claimed that she wasn’t raped at all, but rather that her hymen was ruptured by wood. That is a more advantageous claim because she is not disgraced in the eyes of the groom. Therefore, her claim that she was raped is accorded credibility. However here, where one claims that another owes him money, what miggo is there bolstering his claim and according it credibility?

277 Alternatively, Rav Naḥman could have said to you: Rabban Gamliel says his ruling only there, where we say: Establish her legal status according to her presumptive status as a virgin, and the husband’s claim seeks to undermine that presumptive status. However here, what presumptive status does this claimant have supporting the claim that another owes him money? Therefore, even Rabban Gamliel would concede that his certain claim does not prevail.

278 The Gemara notes: Indeed, it is also reasonable to explain as we are teaching, that it is Rav Naḥman who said his ruling in accordance with the opinion of Rabban Gamliel.

[279] Because if that were not so, it is difficult, as there would be a contradiction between one halakha and another halakha. Since, on the one hand, we maintain a principle in halakhic ruling that the halakha is in accordance with the opinion of Rav Naḥman in civil law; and, on the other hand, in that case involving the claims of the bride and the groom Rav Yehuda said that Shmuel said: The halakha is in accordance with the opinion of Rabban Gamliel. Rather, can we not conclude from this apparent contradiction that the matter must be understood as we are teaching, that the opinion of Rav Naḥman can be reconciled with the opinion of Rabban Gamliel? The Gemara affirms: Indeed, conclude from it that this is the case.

[280] MISHNA: In a case where she says: I am one whose hymen was ruptured by wood, i.e., she admits that her hymen is not intact but claims that it was not ruptured through intercourse, and the groom says: No; rather, you are one who was trampled by a man, and your hymen was ruptured through intercourse, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible and her claim is accepted because she certainly knows what actually happened. Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives; rather, she retains the presumptive status of one who was trampled by a man, until she brings proof supporting her statement that her hymen was ruptured by wood.

[281] GEMARA: The Gemara asks: What are their respective financial claims? Rabbi Yoḥanan said: The bride claims that since her hymen was ruptured by wood, her legal status is that of a virgin and she is entitled to a marriage contract of two hundred dinars; and the groom claims that she engaged in intercourse and is entitled to a marriage contract of one hundred dinars. Rabbi Elazar said: The bride claims that although her hymen is not intact she did not completely deceive him, as she never engaged in intercourse, and therefore she is entitled to a marriage contract of one hundred dinars; and the groom claims that she engaged in intercourse, rendering the betrothal a mistaken transaction, and therefore she is entitled to nothing at all.

[282] The Gemara elaborates. Rabbi Yoḥanan said: The dispute between the bride and groom is whether the marriage contract is two hundred dinars or one hundred dinars, because the tanna of the mishna holds in accordance with the opinion of Rabbi Meir, who said: Whether the husband was aware that her hymen was ruptured by wood or whether he was not aware of her condition, she receives payment of her marriage contract of two hundred dinars and it is not a mistaken transaction. And Rabbi Elazar says: The dispute between the bride and groom is whether the marriage contract is one hundred dinars or whether she is entitled to nothing at all, because the tanna of the mishna holds in accordance with the opinion of the Rabbis, who said: Whether the husband was aware that her hymen was ruptured by wood or whether he was not aware of her condition, she receives payment of her marriage contract of one hundred dinars.

[283] The Gemara asks: Granted, Rabbi Elazar did not state his explanation of the mishna in accordance with the explanation of Rabbi Yoḥanan because he preferred to establish the mishna in accordance with the opinion of the Rabbis, according to which the halakha is ruled, and not the opinion of Rabbi Meir. However, what is the reason that Rabbi Yoḥanan did not state his explanation of the mishna in accordance with the explanation of Rabbi Elazar?

[284] The Gemara answers: The reason that Rabbi Yoḥanan explained the mishna in that manner is that he holds: If the groom married a woman with the presumptive status of a virgin, and she is found to be a non-virgin, she receives payment of her marriage contract of one hundred dinars. Therefore,

here, according to the explanation of Rabbi Elazar, who explains the mishna according to the opinion of the Rabbis, he is saying that she engaged in intercourse and is entitled to a marriage contract of one hundred dinars; and she is saying that her hymen was ruptured by wood and she is entitled to a marriage contract of one hundred dinars. What difference is there between his claim and her claim? Therefore, Rabbi Yoḥanan explains the mishna in accordance with the opinion of Rabbi Meir, who holds that the dispute between the bride and the groom is whether she is entitled to a marriage contract of two hundred dinars or a marriage contract of one hundred dinars.

285 Again we question: Granted, according to Rabbi Elazar, who explains that the dispute between the bride and the groom is with regard to whether she is entitled to a marriage contract of one hundred dinars because her hymen was ruptured by wood, or whether she is entitled to nothing because she engaged in intercourse, that is why the tanna teaches two similar disputes, in this mishna and in the previous one. One dispute, in this mishna, comes to exclude the opinion of Rami bar Ḥama, who said: If he was not aware that her hymen was ruptured by wood, everyone agrees that she receives no marriage contract at all, as the marriage was a mistaken transaction. From this mishna it is clear that according to her claim that her hymen was ruptured by wood, she is entitled to one hundred dinars.

286 And one dispute, in the previous mishna, is brought in order to exclude that which Rav Ḥiyya bar Avin said that Rav Sheshet said: If the groom married a woman with the presumptive status of a virgin and she is found to be a non-virgin, she receives payment of her marriage contract of one hundred dinars. In the previous mishna he claims: Before I betrothed you, you were raped and my transaction was a mistaken transaction, indicating that she is entitled to nothing. However, according to Rabbi Yoḥanan, why do I need the tanna to teach two similar disputes? In his opinion, the previous mishna could not have been taught to exclude that which Rav Ḥiyya bar Avin said that Rav Sheshet said. It has already been established that Rabbi Yoḥanan agrees with the opinion that if she is found to be a non-virgin, she receives payment of her marriage contract of one hundred dinars.

287 The Gemara answers: The two similar disputes were necessary. One is to convey to you the far-reaching nature of the opinion of Rabban Gamliel and the extent of the credibility that he accords to her claim; and one is to convey to you the far-reaching nature of the opinion of Rabbi Yehoshua and the extent to which he does not accord credibility to her claim. The Gemara elaborates: The first mishna, where she admits she was raped but claims that it was after betrothal, conveys to you the far-reaching nature of the opinion of Rabbi Yehoshua: That even though there is room to say that her claim is bolstered by a miggo, she is not deemed credible. The second mishna, where she claims that her hymen was ruptured by wood and he claims that she engaged in intercourse, conveys to you the far-reaching nature of the opinion of Rabban Gamliel: That even though there is no room to say that her claim is bolstered by a miggo, in his opinion she is deemed credible.

288 MISHNA: If people saw a woman speaking to one man, but they did not recognize him, and they said to her: What is the nature [tivo] of this man? And she said to them: He is a man called so-and-so and he is a priest; Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. Rather, she assumes the presumptive status of one who engaged in intercourse with a Gibeonite or with a mamzer, men of flawed lineage who disqualify her from marrying a priest, until she brings proof supporting her statement.

289 Similarly, if a single woman was pregnant, and people said to her: What is the nature of this fetus? And she says to them: It is from a man called so-and-so and he is a priest; Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. Rather, she assumes the presumptive status of one who conceived from a Gibeonite or a mamzer, until she brings proof supporting her statement.

290 GEMARA: The Gemara asks: What is the meaning of speaking mentioned in the mishna? Ze'eiri said: It means that she secluded herself with a man and it is unknown whether she engaged in intercourse. Rav Asi said: It means that she engaged in intercourse. Granted, according to Ze'eiri, that is why the mishna teaches the case employing the term speaking, as it is certain only that they were in seclusion. Perhaps all they did was speak. However, according to Rav Asi, what is the reason the mishna employed the term speaking if the reference is to intercourse? The Gemara answers: The mishna employed a euphemism, as it is written with regard to licentious women: "She eats and wipes her mouth and says: I have done no wickedness" (Proverbs 30:20). The verse euphemistically ascribes the act of intercourse to the mouth instead of to the appropriate body part.

291 The Gemara asks: Granted, according to Ze'eiri, who said that speaking means that she secluded herself with him, that is the reason that the tanna teaches two cases in the mishna: A woman speaking to a man and a woman who is pregnant. However, according to Rav Asi, if speaking means that she engaged in intercourse, why do I need two cases addressing the same issue?

292 The Gemara answers: The tanna teaches one case, the case of speaking to a man, to deem her fit to marry a priest, because although she engaged in intercourse, Rabbi Eliezer and Rabban Gamliel rule that she is deemed credible and is not considered to have engaged in intercourse with a man of flawed lineage. And the tanna teaches one case, the case of the single woman who is pregnant, in order to deem her daughter born from that pregnancy fit to marry a priest, as Rabbi Eliezer and Rabban Gamliel rule the mother is deemed credible.

293 The Gemara asks: This works out well according to the one who says: With regard to the statement of the one who deems her fit to marry a priest, he deems her daughter fit to do so as well. However, according to the one who says: With regard to the statement of the one who deems her fit to marry a priest, he nevertheless deems her daughter unfit, what is there to say? Why did the mishna cite two cases addressing the same issue? The Gemara answers: Rav Asi holds in accordance with the opinion of the one who said: With regard to the statement of the one who deems her fit to marry a priest, he deems her daughter fit to do so as well.

294 Rav Pappa said to Abaye: According to Ze'eiri, who said: What is the meaning of the term speaking? It means that she secluded herself, and Rabbi Yehoshua said that she is not deemed credible to say that she engaged in intercourse with a man of proper lineage, but the assumption is that she engaged in intercourse with a man of flawed lineage. Didn't Rav say: One flogs a man and a woman for entering into seclusion, for violating rabbinic law, but one does not render a woman forbidden to her husband for entering into seclusion? Only if it is established as a certainty that she engaged in intercourse with a man other than her husband, is she forbidden to her husband.

295 Let us say that this statement of Rav is not in accordance with the opinion of Rabbi Yehoshua, as Rabbi Yehoshua rules that she assumes the presumptive status of one who engaged in intercourse with a Gibeonite or with a mamzer, and she is forbidden to marry a priest even for entering into seclusion. The Gemara rejects that conclusion. Even if you say that Rav's statement is in accordance

with the opinion of Rabbi Yehoshua, the Sages established a higher standard with regard to matters of lineage. Although she is not forbidden to her husband for entering into seclusion, she is deemed unfit to marry a priest.

[296] The Gemara raises an objection: If people saw that a woman entered with one man into seclusion,

[297] or into a ruin, which is typically located outside the city, and if a man and woman meet there it is presumably in order to engage in sexual relations, and people said to her: What is the nature of this man with whom you secluded? She said to them: He is a priest, and he is the son of my father's brother, a respectable person of impeccable lineage. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible. Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives; rather, she assumes the presumptive status of one who engaged in intercourse with a Gibeonite or with a mamzer, men of flawed lineage who disqualify her from marrying a priest, until she brings proof supporting her statement.

[298] Granted, according to Ze'eiri, who said that speaking means that she secluded herself, that is the reason that the tanna teaches two cases where there is merely concern: The case of: Into seclusion, where there is lesser concern that she engaged in intercourse, and the case of: Into a ruin, where there is greater concern. However, according to Rav Asi, who said that speaking means that she had intercourse, and only in that case is she not deemed credible according to Rabbi Yehoshua, why do I need two cases? The Gemara answers: According to Rav Asi, the tanna is teaching one case: If people saw a woman enter with one man into the seclusion of a ruin, where the likelihood is that that they entered to engage in relations.

[299] The Gemara asks: But isn't the mishna teaching two different cases: Into seclusion or into a ruin? The Gemara suggests a different explanation. According to Rav Asi, two cases are necessary, one with regard to a ruin in the city and one with regard to a ruin in the field, distant from the city. And both cases are necessary, because if the tanna taught us only the case of a ruin in the city, one might have concluded that in that case Rabban Gamliel deems her fit to marry a priest due to the fact that the majority of the people in its proximity are honorable and of impeccable lineage. However, with regard to a ruin in the field, where the majority of the people in its proximity are unfit and of flawed lineage, as people from all over the world pass the ruin in the field and the majority of the people in the world are of flawed lineage, say that Rabban Gamliel concedes to Rabbi Yehoshua and deems her unfit to marry a priest.

[300] And if the tanna taught us only that case of a ruin in the field, one might have concluded that in that case Rabbi Yehoshua said she is not deemed credible, because the majority of the people there are of flawed lineage. However here, in the case of a ruin in the city, where the majority of the people are of impeccable lineage, say that Rabbi Yehoshua concedes to Rabban Gamliel that she is deemed credible. Therefore, both cases were necessary.

[301] The Gemara raises an objection from the Tosefta: This, i.e., that she engaged in intercourse with a man of impeccable lineage, is testimony that a woman is fit to testify. And Rabbi Yehoshua says: She is not deemed credible. Rabbi Yehoshua said to the Sages: Do you not agree in the case of a woman who was taken captive, and she has witnesses testifying that she was taken captive, and she says: I am pure, i.e., I was not violated by my captors, that she is not deemed credible? The assumption in that case is that most captive women are violated by their captors.

[302] The Sages said to him: But there is a difference between the cases. And what difference is there between this case of a captive, where the woman is not accorded credibility, and that case of a woman who secluded herself with a man? For this captive, there are witnesses that she was taken captive, and due to the prevalent immorality in that situation, she loses the presumptive status of virtue and is considered to have certainly engaged in intercourse. But for this woman who secluded herself with a man, she does not have witnesses that she engaged in intercourse. Since she could have claimed that she did not engage in intercourse and instead admitted that she engaged in intercourse and claimed that it was with a man of impeccable lineage, she should be accorded credibility.

[303] Rabbi Yehoshua said to them: Even for that woman, the one who secluded herself, there are witnesses, because her belly is between her teeth, i.e., her pregnancy is conspicuous and therefore she does not have the option of claiming that she did not engage in intercourse. The Sages said to him: There remains a difference between the cases, as most gentiles are steeped in sexual immorality. Therefore, presumably, they engaged in intercourse with the captive woman. However, in the case of the woman in seclusion there is no presumption that she engaged in intercourse specifically with a man with flawed lineage. Rabbi Yehoshua said to them: There is no steward for restraining sexual immorality, and therefore, everyone is suspect in that regard. Therefore, this woman, since she engaged in intercourse, lost her presumptive status of virtue, and there is no basis to trust her that it was with a person of impeccable lineage.

[304] The baraita continues: In what case are these divergent statements of Rabban Gamliel and Rabbi Yehoshua said? It is in the case of the testimony of a woman with regard to herself, to render her fit to marry a priest. However, in the case of testimony of a woman with regard to the fact that the father of her daughter is a man of unflawed lineage, everyone agrees that her testimony is not deemed credible, and the legal status of the child is that of a shetuki, the identity of whose father is unknown and to whom all the stringencies that apply to a mamzer apply, due the uncertainty of his lineage.

[305] The Gemara seeks to understand the exchange between Rabbi Yehoshua and the Sages. What did he say to them and what did they reply to him? It appears that they were not discussing the same case. This is what the Sages are saying to him: You answered us concerning the pregnant woman, asserting that there is testimony in the case of the pregnant woman comparable to the testimony in the case of the captive. However, what will you answer us concerning the woman who was seen speaking to a man? In that case, there is no testimony that she had intercourse. Rabbi Yehoshua said to them: The case of speaking is the same as the case of the captive, as there is reason to believe that she engaged in intercourse. The Sages said to him: The case of a captive is different, as most gentiles are steeped in sexual immorality, and presumably they engaged in intercourse with the captive woman. Rabbi Yehoshua said to them: In this case too, since she secluded herself with a man, based on the principle: There is no steward for restraining sexual immorality, presumably she engaged in intercourse with him.

[306] With regard to the dispute over the meaning of the term: Speaking, the Gemara says: In any event, from this discussion it is clear that the tanna is teaching two different cases, one case of speaking, where there is uncertainty whether she engaged in intercourse, and one case where she is pregnant, and there is no uncertainty in that regard. The Gemara suggests: This is a conclusive refutation of the opinion of Rav Asi, who explained that speaking in the mishna means that she engaged in intercourse. The Gemara concludes: Indeed, this is a conclusive refutation of his opinion.

[307] The Gemara asks with regard to the baraita: And let the tanna derive this distinction between a captive woman and a woman who secluded herself with a man from the fact that there, in the case of the captive, the majority of the men in her proximity are unfit and of flawed lineage, but here, where she was secluded, the majority of the men in her proximity are honorable and of impeccable lineage. Since she is unmarried, most men are not unfit for her. The Gemara notes: The fact that the tanna did not derive the distinction from that source supports the opinion of Rabbi Yehoshua ben Levi, as Rabbi Yehoshua ben Levi said: According to the statement of Rabban Gamliel, the one who deems her fit to marry a priest, he deems her fit even in a case where the majority of the men in her proximity are unfit. According to the statement of Rabbi Yehoshua, the one who deems her unfit to marry a priest, he deems her unfit even in a case where the majority of the men in her proximity are fit.

[308] Rabbi Yoḥanan said: According to the statement of the one who deems her fit to marry a priest and accepts her claim that she engaged in intercourse with a man of unflawed lineage, he deems her daughter fit as well. According to the statement of the one who deems her unfit, he deems her daughter unfit as well. But Rabbi Elazar says: According to the statement of the one who deems her fit, he deems her daughter unfit.

[309] Rabba said: What is the reason for the opinion of Rabbi Elazar, who distinguishes between the effectiveness of the woman's claim in determining her own status and its effectiveness in determining the status of her daughter? The reason is that granted, her claim is effective with regard to her status because she has the presumptive status of fitness. Therefore, until proven otherwise, she retains that status. Her daughter, the identity of whose father is unknown, does not have the presumptive status of fitness. Therefore, a full-fledged proof is required to establish her fitness.

[310] Rabbi Elazar raised an objection to the opinion of Rabbi Yoḥanan from the baraita: In what case are these disputing statements of Rabban Gamliel and Rabbi Yehoshua said? It is in the case of a woman's testimony with regard to herself. However, in the case of testimony of a woman with regard to her daughter, everyone agrees that her testimony is not credible, and the legal status of the child is that of a shetuki. What, is it not that contrary to the opinion of Rabbi Yoḥanan, the baraita means that the child is a shetuki and unfit until proof can be brought that the lineage of the father is unflawed? The Gemara rejects that objection: No, the baraita means that the child is a shetuki, as her lineage is unclear, but she is nevertheless fit.

[311] The Gemara asks: And is there a case of a shetuki who is nevertheless fit? The Gemara answers: Yes, as in the statement of Shmuel. As Shmuel said: If ten priests were standing and one of them left and engaged in intercourse, the child is a shetuki, literally one who is silenced, because the identity of the father is unclear. In that case it is clear that the child is fit, because it is known that the father is a priest of flawless lineage.

[312] The Gemara asks: In what sense is this child a shetuki? If we say that it means that one silences him from a claim to his father's assets and he does not inherit his estate, that is obvious. Do we know who his father is? It could be any one of the ten. Rather, it means that one silences him from a claim to the status of priesthood. Although there is no doubt that his father is a priest, the son is not a priest, as it is written: "And it shall be for him and for his offspring after him an everlasting covenant of priesthood" (Numbers 25:13). From this it is derived: In the case of a priest whose offspring are attributed to him, his offspring are priests; to the exclusion of this priest, whose offspring are not

attributed to him, and whose offspring are not priests. This child, therefore, is a shetuki only in the sense that he may not perform the Temple service as a priest. However, he is permitted to marry a Jewish woman.

313 Apropos paternity, the Gemara relates: There was a certain betrothed man and his betrothed, who was pregnant, who came before Rav Yosef. She said that she conceived from relations with him, and he said:

314 Yes, she conceived from relations with me. Rav Yosef said: The ruling here is clear, as with regard to what suspicion need we be concerned? First, he concedes that he is the father. And furthermore, didn't Rav Yehuda say that Shmuel said: The halakha is in accordance with the opinion of Rabban Gamliel, and even if he didn't admit that the child was his, the woman's claim is accorded credibility?

315 Abaye said to him: And in this case, based on the fact that you cited two reasons to deem the child fit, is that to say when he does not admit that he is the father Rabban Gamliel deems the child fit? But didn't Shmuel say to Rav Yehuda: Big-toothed one, the halakha is in accordance with the opinion of Rabban Gamliel, i.e., that she is accorded credibility, but you should not perform an action based on this ruling unless the majority of the men in her proximity are honorable and of impeccable lineage, corroborating her claim. And here, since she is betrothed, the majority of the men in her proximity are unfit, as a child fathered by any man other than her betrothed is a mamzer. Shmuel should not have ruled that the halakha was in accordance with the opinion of Rabban Gamliel.

316 Rav Yosef said to Abaye: And according to your reasoning, the halakha itself should pose a difficulty for you, as on the one hand Shmuel rules that it is the halakha and on the other hand he adds: But you should not perform an action based on this ruling. Rather, what have you to say to explain this contradiction? This statement that one relies on the woman's claim only if a majority of men in her proximity are of unflawed lineage is ab initio. That statement that one may rely on the woman's claim regardless of the status of the men in her proximity is after the fact. And this case of the betrothed woman, too, is like a case after the fact, as failure to rely on her claim will render her child a mamzer. Therefore, in this case, Shmuel would rule that the halakha is in accordance with the opinion of Rabban Gamliel.

317 § Abaye raised a contradiction before Rava from a mishna (Eduyyot 8:3): Did Rabbi Yehoshua say that the woman is not deemed credible and her claim is not accepted? And the Gemara raises a contradiction: Rabbi Yehoshua and Rabbi Yehuda ben Beteira testified concerning the widow whose late husband was a member of a priestly family of questionable lineage [issa], that she is fit to marry into the priesthood. Since the matter is uncertain, the woman retains her presumptive status of fitness and her late husband is presumed to be of unflawed lineage.

318 Rava said to him: How can these cases be compared? There, in the case of the widow, one could say: A woman who marries investigates the lineage of her prospective husband before the wedding and only then marries. Therefore, one may rely on her presumptive status of fitness and deem her fit to marry a priest. Here, can it be said that a woman who engages in licentious intercourse investigates the lineage of her partner and only then engages in licentious intercourse?

319 Rava said with regard to the contradiction that was raised: Is the contradiction between one statement of Rabbi Yehoshua and another statement of Rabbi Yehoshua difficult, and the contradiction between one statement of Rabban Gamliel and another statement of Rabban Gamliel

not difficult? But isn’t it taught in the latter clause of that mishna with regard to the widow whose late husband was from a priestly family of questionable lineage that Rabban Gamliel said to them: We accept your testimony that this is the halakha, but what can we do, as Rabban Yoḥanan ben Zakkai decreed not to convene a court for this purpose of ruling the woman fit, because the priests obey you when your ruling calls to distance a woman of questionable lineage from marrying them, but not when your ruling calls to bring her near and deem her fit to marry them. Apparently, Rabban Gamliel did not accept the lenient ruling in the case of the widow, contrary to his statement here that she is accorded credibility.

320 Rather, Rava said: The contradiction between one statement of Rabban Gamliel and another statement of Rabban Gamliel is not difficult. There, in the case of the woman who engaged in intercourse with an unidentified man, her claim that the lineage of the man is unflawed is a certain claim. Here, in the case of the widow, her claim that his lineage is unflawed is an uncertain claim, because there is objective uncertainty with regard to his lineage.

321 The contradiction between one statement of Rabbi Yehoshua and another statement of Rabbi Yehoshua is similarly not difficult. There, in the case of the woman who engaged in intercourse with an unidentified man, there is only one uncertainty: Is the lineage of the man with whom she engaged in intercourse flawed or unflawed? In the case of one uncertainty, the ruling is stringent. Here, in the case of the widow, there are two uncertainties with regard to the objective situation. It is established that there is uncertainty with regard to one of the members of the family whether or not he is a ḥalal. The first uncertainty is whether her late husband is the member of that family with regard to whom the uncertainty exists. Even if it is established that her late husband is indeed the one with regard to whom the uncertainty exists, there remains an uncertainty whether he is in fact a ḥalal.

322 Therefore, according to Rabban Gamliel, a certain claim is so powerful for him that even in a case where there is one uncertainty, he also deems her fit to marry a priest. And an uncertain claim is so insignificant for him that even in a case where there is a compound uncertainty, he also deems her unfit to marry a priest. According to Rabbi Yehoshua, a case where there is one uncertainty is so powerful for him that even in a case where she makes a certain claim, he also deems her unfit. And the case of a compound uncertainty is so insignificant for him that even if she makes an uncertain claim, he also deems her fit.

323 § Apropos the widow, the Rabbis taught: Who is the widow whose late husband was a member of a priestly family of questionable lineage and is fit to marry a priest? It is one who married into any family that does not have the status of being unfit, neither due to uncertain mamzer status, nor due to uncertain Gibeonite status, nor due to uncertain status as slaves of kings, who would force Jewish women, even daughters of priests, to marry them. Rabbi Meir said:

324 I heard that with regard to the widow of any family that has none of these uncertainties associated with it, one allows her to marry members of the priesthood. The only uncertainty where this ruling applies is in the case of uncertain ḥalal status.

325 Rabbi Shimon ben Elazar says in the name of Rabbi Meir, and likewise Rabbi Shimon ben Menasya would say in accordance with his statement: Who is the widow whose late husband was a member of a priestly family of questionable lineage? It is a widow who marries into any family in which a person with regard to whom there is uncertainty whether or not he is a ḥalal was assimilated among its members. Therefore, she is referred to as a widow of dough [issa]. Just as dough is the

result of a mixture of several ingredients, this family too has a person with regard to whom there is uncertainty whether he is a ḥalal mixed within it.

326 The reason for the distinction between uncertain ḥalal status and uncertain mamzer status is that Jews identify the mamzerim that are among them, and there is no concern lest they assimilate into families of unflawed lineage. But they do not identify the ḥalalin among them. Therefore, there is concern lest a ḥalal assimilate into the family.

327 The Gemara analyzes the baraita. The Master said in the baraita: Who is the widow whose late husband was a member of a priestly family of questionable lineage? It is one who married into any family that does not have the status of being unfit, neither due to uncertain mamzer status, nor due to uncertain Gibeonite status, nor due to uncertain status as slaves of kings. The Gemara infers: However, if it is due to uncertain ḥalal status, her marriage to a priest is deemed fit.

328 The Gemara asks: What is different about these flaws in lineage, uncertain mamzer status and Gibeonite status, which render her unfit to marry a priest by Torah law? A ḥalal also renders her unfit by Torah law. And furthermore, the baraita continues: Rabbi Meir said: I heard that with regard to the widow of any family that has none of these uncertainties associated with it, one marries her to members of the priesthood. That is identical to the opinion of the first tanna. If there is uncertainty with regard to one in the late husband's family that he is a mamzer or a Gibeonite, she is unfit to marry a priest; if the uncertainty is with regard to ḥalal status, she is fit to marry a priest. What novel element does Rabbi Meir introduce?

329 The baraita continues: And furthermore, Rabbi Shimon ben Elazar says in the name of Rabbi Meir, and likewise, Rabbi Shimon ben Menasya would say in accordance with his statement: Who is the widow whose late husband was a member of a priestly family of questionable lineage? It is a widow who marries into any family in which a person with regard to whom there is uncertainty whether or not he is a ḥalal was assimilated. Because Jews identify the mamzerim that are among them there is no concern that they will assimilate into families of unflawed lineage, but Jews do not identify the ḥalalin among them. Due to the concern that a ḥalal assimilated into the family, the widow is unfit to marry a priest. The Gemara asks: But didn't you say in the first clause of the baraita that if there is uncertainty whether or not a ḥalal was assimilated among its members, her marriage to a priest is deemed fit?

330 Rabbi Yoḥanan said: The case of one who when called mamzer screams and protests that he is being slandered, and when called ḥalal is silent, is the subject of the dispute between the tanna'im in the baraita. The first tanna holds: Anyone who when others call him unfit and he is silent, is unfit, as his silence confirms the allegation. And this is what the first tanna is saying: Who is the widow whose late husband was a member of a priestly family of questionable lineage, who is fit to marry a priest? It is one who married into any family that has neither unfitness due to silence in response to allegations of mamzer status, nor silence in response to allegations of Gibeonite status, nor silence in response to allegations that they are slaves of kings, nor silence in response to allegations of ḥalal status. Only a woman who was married into a family that protested in response to all these allegations is fit to marry a priest.

331 And Rabbi Meir is saying to him: Specifically, each of those silent in response to allegations of mamzer or Gibeonite status or allegations that they are slaves of kings are rendered unfit because these allegations render him unfit to marry into the congregation of Israel. However, despite silence

in response to allegations of ḥalal status, her marriage to a priest is deemed fit. And the fact that he is silent is due to his indifference, as even were he deemed a ḥalal the only restriction would be with regard to marriage to priests.

[332] And Rabbi Shimon ben Elazar is saying to the first tanna who quoted Rabbi Meir as saying: I heard, etc. If you heard that Rabbi Meir deems her marriage to a priest fit, in a case of silence in response to allegations, it is not in a case where they called him ḥalal and he is silent; rather, it is in a case where they call him mamzer and he is silent. In that case, the reason he is silent is that he holds: The fact that one is a mamzer generates publicity, and since he is not reputed to be a mamzer, he is indifferent to the allegation. However, in a case where he is called mamzer and he screams in protest, or where he is called ḥalal and he is silent, he is unfit. And the fact that he is silent and does not protest is because he holds: It is sufficient for him that they do not expel him from the congregation of Israel.

[333] The Gemara notes: It is taught in one baraita that Rabbi Yosei says: Despite the fact that with silence in response to allegations of mamzer one is fit; silence in response to allegations of ḥalal renders one unfit. It is taught in another baraita: Despite the fact that with silence in response to allegations of ḥalal one is fit; silence in response to allegations of mamzer renders one unfit.

[334] The Gemara explains: The contradiction between the baraitot is not difficult. This second baraita is the opinion of the first tanna in accordance with the opinion of Rabbi Meir, who holds that silence in response to allegations of ḥalal does not render one unfit. And this first baraita is the opinion of Rabbi Shimon ben Elazar in accordance with the opinion of Rabbi Meir, who holds that silence in response to allegations of mamzer is motivated by indifference and does not render him unfit; however, silence in response to allegations of ḥalal is an indication that the allegations are true and he is unfit.

[335] MISHNA: Rabbi Yosei said: There was an incident involving a young girl who descended to fill her jug with water from the spring, and she was raped, and the identity of the rapist was unknown. Rabbi Yoḥanan ben Nuri said: If the majority of the people of the city marry their daughters to members of the priesthood, this young girl may be married to a member of the priesthood.

[336] GEMARA: Rava said to Rav Naḥman: In accordance with whose opinion is it that Rabbi Yoḥanan ben Nuri stated his opinion? If it is in accordance with the opinion of Rabban Gamliel, even in a case where the majority of the people are of flawed lineage as well, he deems her fit to marry into the priesthood. If it is in accordance with the opinion of Rabbi Yehoshua, even in a case where the majority of the people are of unflawed lineage, he deems her unfit to marry into the priesthood. Rav Naḥman said to Rava that this is what Rav Yehuda said that Rav said:

[337] The incident transpired among the wagons [keronot] in the marketplace of Tzippori on the market day, and this halakha is in accordance with the statement of Rabbi Ami, as Rabbi Ami said: And this is the ruling only in a case where there was a contingent of men of unflawed lineage passing there. Due to the fact that both the lineage of the majority of the people of the city where the girl was raped and the lineage of the majority of the passersby is unflawed, the rape is attributed to a man of unflawed lineage. And this ruling is in accordance with the statement of Rabbi Yannai, as Rabbi Yannai said: If she engaged in intercourse in the wagons, she is fit to marry a member of the priesthood.

[338] The Gemara asks: Does it enter your mind to say that the woman was raped in the wagons, in the crowded area of the marketplace where business is conducted? Rather, Rabbi Yannai is saying that if she was forced to engage in intercourse at the time of the wagons, i.e., when the convoys pass, she is fit to marry a member of the priesthood. However, if one individual, whose lineage is unknown, left Tzippori and engaged in intercourse with a woman, the child is a shetuki and deemed unfit to marry into the priesthood even though the majority of the inhabitants of city are of unflawed lineage.

[339] The Gemara notes: That is similar to this statement that when Rav Dimi came from Eretz Yisrael to Babylonia, Ze'eiri said that Rabbi Ḥanina said, and some say directly that Ze'eiri said that Rabbi Ḥanina said: One follows the flawed lineage of the majority of the people in the city and one does not follow the unflawed lineage of the majority of the traveling contingent, and the woman who engaged in intercourse with a member of the itinerant contingent is deemed unfit to marry into the priesthood.

[340] The Gemara asks: On the contrary [kelapei layya], the opposite is logical. These members of the contingent are moving, and in that case the principle is that one follows the majority. And these people of the city are fixed and standing in one place, and in that case the principle is that even if the lineage of the majority is unflawed, the uncertainty is treated as if it were equally balanced.

[341] Rather, this is what Rabbi Yannai is saying: One follows the lineage of the majority of the city, and that is specifically in a case where there is a majority of men of unflawed lineage in the passing contingent together with the city's unflawed majority. In that case, from both perspectives the intercourse can be attributed to a man of unflawed lineage. However, neither does one follow the unflawed lineage of the majority of the city alone, nor does he follow the unflawed lineage of the majority of the contingent alone. What is the reason that one does not follow the lineage of the majority of the moving contingent? It is because the Sages issued a decree not to follow the majority of the contingent due to the majority of the city, where one does not follow the majority.

[342] The Gemara asks: But aren't there cases where one follows the majority of the city as well, as, if one of the residents of the city goes out of the city to her and rapes her, the principle is: The legal status of any item that is separated from the group is that of one separated from the majority? Therefore, there is no reason to issue a decree. The Gemara answers: The decree is necessary only due to a case where she went into the city to them, in which case the rapist is an indistinguishable member of a fixed set, and Rabbi Zeira said: The legal status of uncertainty with regard to any item fixed in its place is that of an uncertainty that is equally balanced, and one does not follow the majority.

[343] The Gemara questions the statement of Rabbi Ami: And do we require two majorities to overcome the minority? Isn't it taught in a baraita: With regard to nine stores in a city, all of which sell kosher meat from a slaughtered animal, and one other store that sells meat from unslaughtered animal carcasses, and a person bought meat from one of the stores and he does not know from which store he bought the meat, in this case of uncertainty, the meat is prohibited. The legal status of uncertainty with regard to any item fixed in its place is that of an uncertainty that is equally balanced, and one does not follow the majority. This baraita continues: And in the case of meat found in the street, outside the stores, follow the majority of stores that sell kosher meat. In other words, the meat is kosher.

344 And if you would say that one follows the majority only in a case where the gates of the city are unlocked, where the meat could have come to the city from the majority of kosher meat outside the city and only by combining that majority with the majority of kosher meat stores inside the city, creating two majorities, is the meat ruled kosher; but didn't Rabbi Zeira say: Even if the city gates are locked, one follows the majority and the meat is kosher even without a double majority? The Gemara answers: The Sages require two majorities only in cases such as establishing the identity of the child's father, because they established a higher standard with regard to matters of lineage. However, in other cases, e.g., concerning kosher meat, a single majority is sufficient.

345 § In terms of the matter itself, Rabbi Zeira said: The legal status of uncertainty with regard to any item fixed in its place is that of an uncertainty that is equally balanced, both when it leads to leniency, e.g., in a case where, were one to follow the majority, the ruling would be stringent, and when it leads to stringency, e.g., in a case where, were one to follow the majority, the ruling would be lenient.

346 The Gemara asks: From where does Rabbi Zeira learn that the legal status of uncertainty with regard to any item fixed in its place is that of an uncertainty that is equally balanced, both when it leads to leniency and when it leads to stringency? If we say that it is derived from the case of nine stores in a city, all of which sell kosher meat from a slaughtered animal, and one other store that sells meat from unslaughtered animal carcasses, and a person bought meat from one of the stores and he does not know from which store he bought the meat, in this case of uncertainty the meat is prohibited. And in the case of meat found in the street, outside the stores, follow the majority of stores that sell kosher meat, and therefore the meat would be kosher. There, in the first case, ruling it an equally balanced uncertainty is a stringency, as there is a majority of kosher stores.

347 Rather, Rabbi Zeira learns that halakha from a different baraita. If there were nine frogs, which is a creeping animal that does not impart ritual impurity while alive or when dead, and one ritually impure creeping animal, whose carcass imparts ritual impurity, among them, and a person touched one of the ten creatures, and he does not know which of them he touched, in this case of uncertainty the person is ritually impure. There too, ruling it an equally balanced uncertainty is a stringency, as the majority of the creeping animals do not impart impurity.

348 Rather, Rabbi Zeira learns that halakha from the continuation of that baraita. If there are nine creeping animals, whose carcasses impart ritual impurity, and one frog among them, and a person touched one of them, and he does not know which of them he touched, if it was in the private domain, in this case of uncertainty the person is ritually impure, as all cases of uncertainty with regard to ritual impurity are ruled impure in the private domain. This is derived from the case of sota. However, in the public domain, in that case of uncertainty the person is ritually pure. Although contact with a creeping animal from the majority would render him ritually impure, since the uncertainty is with regard to a fixed group, its legal status is that of an equally balanced uncertainty, and in the public domain he is ritually pure. Rabbi Zeira learns that halakha from this case of leniency.

349 After citing a tannaitic source for Rabbi Zeira's opinion, the Gemara asks: And from where in the Torah do we derive that the legal status of any item fixed in its place is like that of an uncertainty that is equally balanced, both when it leads to leniency and when it leads to stringency? It is derived from the verse that states with regard to a murderer: "And lie in wait for him, and rise up against him"

(Deuteronomy 19:11), indicating that one is liable only in a case where he intends to kill him. One who intended to kill one person and inadvertently killed another is exempt from punishment. And how do the Rabbis, who hold that one is liable in that case, interpret that verse? The Sages of the school of Rabbi Yannai say: It excludes the case of one who throws a stone into a crowd and did not intend to kill a specific person.

350 The Gemara asks: What are the circumstances of the case where he threw the stone and is exempt? If we say that there are nine gentiles in the crowd and one Jew among them, even without the verse, let him derive the exemption from the fact that they are a majority of gentiles. Alternatively, even if we say that half of the ten people are considered gentiles and half are considered Jews, let him derive the exemption from the principle: In a case of uncertainty concerning a life-threatening situation, the halakha is lenient.

351 The Gemara answers: No, the verse is necessary only in a case where there are nine Jews and one gentile among them. Were the ruling to follow the majority the one who threw the stone would be liable. But in that case, because the gentile is fixed among them, and the legal status of any item fixed in its place is like that of an uncertainty that is equally balanced, he is exempt, based on the principle: In a case of uncertainty concerning a life-threatening situation, the halakha is lenient. Apparently, even in cases of Torah law in which the result would be a leniency, i.e., exemption from the death penalty for murder, the legal status of any item fixed in its place is like that of an uncertainty that is equally balanced.

352 § With regard to the matter of following the majority in cases of lineage, it was stated that there is an amoraic dispute: Rav Ḥiyya bar Ashi said that Rav said: The halakha is in accordance with the opinion of Rabbi Yosei in the mishna, and it is permitted for the young girl who was raped to marry a priest. And Rav Ḥanan bar Rava said that Rav said: That was a provisional edict issued in exigent circumstances. However, typically, with regard to matters of lineage two majorities are required.

353 Rav Yirmeya raised an objection to the ruling of Rav Ḥiyya bar Ashi, who apparently ruled that even in cases where there is one majority the halakha is in accordance with the opinion of Rabbi Yosei: And in matters of lineage, do we not require two majorities, a majority of the city’s inhabitants and a majority of the passing contingent? But didn’t we learn in a mishna (Makhshirin 2:7):

354 If there is a city in which both Jews and gentiles reside, and one found an unidentified, abandoned baby in the city, if there is a majority of gentiles in the city the baby is deemed a gentile; if there is a majority of Jews in the city the baby is deemed a Jew. If half the population is gentile and half Jewish, the baby is deemed a Jew.

355 And Rav said with regard to this mishna: The Sages taught that if there is a majority of Jews in the city the baby is deemed a Jew only with regard to sustaining him; however, with regard to lineage, e.g., marrying him to a Jewish woman, no, he is not deemed a Jew based on the majority and would require conversion. And Shmuel said: It was taught that he is deemed a Jew in order to create an opening in a heap of debris on his behalf on Shabbat, i.e., desecrating Shabbat in order to save his life. Apparently, contrary to the ruling of Rav Ḥiyya bar Ashi, Rav holds that a single majority is insufficient to deem him Jewish in matters of lineage.

356 The Gemara answers: Rav Yirmeya overlooked that which Rav Yehuda said that Rav said with regard to the mishna: The incident of the rape of the young girl transpired among the wagons in the marketplace of Tzippori, and there were two majorities; the majority of the inhabitants of the city and

the majority of the passing contingent. Therefore, when Rav Ḥiyya bar Ashi ruled that the halakha is in accordance with the opinion of Rabbi Yosei, i.e., that the young girl may marry a priest, it was in a case of two majorities.

[357] The Gemara asks: And if the case in the mishna is one of two majorities, according to Rav Ḥanan bar Rava who said in the name of Rav: That was a provisional edict issued in exigent circumstances, meaning that two majorities were required in that case but typically one majority is sufficient, it is difficult. Didn't Rav say that in matters of lineage one majority is insufficient? The Gemara answers: That is not difficult. The one who teaches this, that the ruling in our mishna was a provisional edict, does not teach that statement that Rav Yehuda said that Rav said that the incident took place among the wagons in the marketplace of Tzippori. Rather, he holds that there was a single majority and nevertheless, due to exigent circumstances, the girl was permitted to marry into the priesthood, although generally two majorities are required in cases of lineage.

[358] § Apropos the case of the abandoned baby, the Gemara analyzes the matter itself: If there is a city in which both Jews and gentiles reside, and one found an unidentified, abandoned baby in the city, if there is a majority of gentiles in the city the baby is deemed a gentile. If there is a majority of Jews in the city the baby is deemed a Jew. If half the population is gentile and half Jewish, the baby is deemed a Jew. Rav said: The Sages taught that the baby is deemed a Jew only with regard to sustaining him; however, with regard to lineage, no. And Shmuel said: It was taught that he is deemed a Jew in order to create an opening in a heap of debris on his behalf on Shabbat.

[359] The Gemara asks: And did Shmuel say that? But didn't Rav Yosef say that Rav Yehuda said that Shmuel said: One does not follow the majority in matters involving saving a life? Even if there is the slightest concern that the life of a Jew may be in danger, one takes all steps necessary to save him, even on Shabbat. Rather, when the statement of Shmuel was stated with regard to saving a life it was stated concerning the first clause of the mishna: If there is a majority of gentiles in the city the baby is deemed a gentile. Shmuel said: And with regard to creating an opening in a heap of debris on his behalf [lefake'aḥ alav et hagal] on Shabbat, that is not so. Even if there is a gentile majority in the city, one does not follow the majority in cases involving the saving of a life.

[360] The mishna continues: If there is a majority of gentiles the baby is deemed a gentile. The Gemara asks: With regard to what halakha was this stated? Rav Pappa said: It was stated in order to feed the baby animal carcasses, i.e., non-kosher food.

[361] And it is taught in the mishna: If there is a majority of Jews the baby is deemed a Jew. The Gemara asks: With regard to what halakha was this stated? Rav Pappa said: It was stated in order to return lost property to him, as one is required to return lost property to a Jew.

[362] And it is taught in the mishna: If half the population is gentile and half Jewish, the baby is deemed a Jew. The Gemara asks: With regard to what halakha was this stated? Reish Lakish said: It was stated with regard to damages. In terms of payment of damages, the courts judge him as a Jew. The Gemara asks: What are the circumstances? If we say that our ox, one belonging to a Jew, gored his ox, one belonging to a person of uncertain status, and he claims that he should be compensated for the damages as a Jew, let the owner of the ox that gored say to him: Bring proof that you are a Jew, and take payment. Due to the uncertainty surrounding his status, he is unable to produce any proof.

[363] Rather, this halakha is necessary only in a case where his ox gored our ox, one belonging to a Jew. In that case, there is no question that he pays half the damage, which is the payment when an innocuous ox belonging to a Jew gores an ox belonging to a Jew. And with regard to the other half, which the owner of the gored ox is claiming, asserting that this person of uncertain status is a gentile and therefore liable to pay full damages, the owner of the ox that gored can say to the claimants: Bring proof that I am not a Jew and I will give you payment of the other half of the damages. It is with regard to that case that Reish Lakish ruled that in a case of uncertainty, the baby has the presumptive status of a Jew, and it is incumbent upon the claimant to prove otherwise.

## Chapter 2

[1] MISHNA: With regard to a woman who was widowed or divorced, and is now claiming payment of her marriage contract that is not before the court, and she says: You married me as a virgin, who is entitled to two hundred dinars, and he says: No; rather, I married you as a widow, who is entitled to one hundred dinars, then, if there are witnesses that she went out of her father's house to her wedding with a hinnuma or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars. Rabbi Yoḥanan ben Beroka says: Even testimony that there was distribution of roasted grain, which was customary at weddings of virgins, constitutes proof that she is a virgin.

[2] Several disputes between Rabban Gamliel and Rabbi Yehoshua were cited previously with regard to the credibility accorded to the respective claims of parties to a dispute. Based on one of those disputes, the tanna adds: And Rabbi Yehoshua concedes in a case where one says to another: This field, which is currently in my possession, belonged to your father and I purchased it from him, that he is deemed credible, and his entire claim is accepted. The court accepts not only his admission that it once belonged to the other's father, but also his statement that he purchased it.

[3] This is so, as the mouth that prohibited, i.e., claimed that the field had belonged to the other's father, is the mouth that permitted, i.e., claimed that he purchased the field. Even if he had not admitted that it had belonged to the other's father, the field would have remained in his possession. Therefore, his claim is accepted. However, if there are witnesses that the field belonged to his father, and the one who has the field in his possession says: I purchased it from him, he is not deemed credible and his claim is rejected.

[4] GEMARA: The Gemara infers: The reason that the bride's claim is accepted is specifically due to the fact that there are witnesses that she went out of her father's house to the wedding with a hinnuma. However, if there are no witnesses, the husband is deemed credible. Let us say that the unattributed ruling that we learned in the mishna is not in accordance with the opinion of Rabban Gamliel, as, if the ruling was according to Rabban Gamliel, didn't he say that she is deemed credible?

[5] The Gemara answers: Even if you will say that the ruling in the mishna is in accordance with the opinion of Rabban Gamliel, Rabban Gamliel stated his opinion only there, in a case where the claim of the bride is certain and the claim of the groom is uncertain, as the groom does not know what actually happened. However, here, in a case where the claim of the bride is certain and the claim of

the groom is also certain, as he is certain that he married her as a widow, Rabban Gamliel did not say that her claim is deemed credible.

[6] The Gemara asks: And he who asked the question, why did he ask it? The cases are clearly different, as this is a case of a certain claim and a certain claim. The Gemara answers: Since most women are married as virgins, one might have thought that the legal status in this case is like that of a case of a certain claim and an uncertain claim, as her claim is supported by a majority of cases.

[7] And it also stands to reason that the first clause of the mishna is in accordance with the opinion of Rabban Gamliel, who concedes that without witnesses the woman's claim is not deemed credible, despite the fact that the case is comparable to one of a certain claim and an uncertain claim, as the mishna teaches: And Rabbi Yehoshua concedes. Granted, if you say that Rabban Gamliel is speaking in the first clause of the mishna and he concedes that even though it is similar to a case of certain and uncertain, her claim is not accepted, it works out well. Rabban Gamliel concedes to Rabbi Yehoshua in the first clause of the mishna and the mishna cites a case where Rabbi Yehoshua concedes to Rabban Gamliel. However, if you say that Rabban Gamliel is not speaking in the first clause of the mishna and he does not concede, to whom does Rabbi Yehoshua concede in the latter clause?

[8] The Gemara rejects that proof: Do you think that the statement of Rabbi Yehoshua is in reference to a mishna in this chapter? Actually, it is in reference to the principle of miggo, and it is in reference to the first chapter. Rabbi Yehoshua is saying that although he does not accept the claim supported by a miggo in the first chapter, here he accepts the claim supported by the principle: The mouth that prohibited is the mouth that permitted, which is based on the same reasoning as miggo, i.e., the fact that he could have made a more advantageous claim lends credibility to the less advantageous claim. In this case, he could have remained silent and the field would have remained in his possession. If challenged, he could have claimed that the field was his. Therefore, his less advantageous claim, that the field was not originally his but he purchased it from the father of the claimant, is accepted.

[9] The Gemara elaborates: In reference to which case in the first chapter did Rabbi Yehoshua make his statement? If you say that it is in reference to this case (13a): If a single woman was pregnant, and people said to her: What is the nature of that fetus, and she says to them: It is from a man called so-and-so and he is a priest, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. There, what miggo is there lending credibility to her claim? In that case, her belly is between her teeth, i.e., her pregnancy is conspicuous, and consequently she does not have the option of making the more advantageous claim that she did not engage in intercourse.

[10] Rather, it is in reference to this case (13a): If people saw a woman speaking to one man, and they said to her: What is the nature of this man? And she said to them: He is a man called so-and-so and he is a priest, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. Again this is challenged: There, what miggo is there? This works out well according to Ze'eiri, who said: What is the meaning of speaking mentioned in the mishna? It means that she secluded herself with a man. In this case there is a miggo. Since, if she wished to lie, she could have said: I did not engage in intercourse at all, and instead she said: I engaged in intercourse with a man of unflawed lineage. Therefore, she is deemed credible according to Rabban Gamliel. However, according to Rav Asi,

who said: What is the meaning of speaking? It means that she engaged in intercourse, what miggo is there? There was no better claim available to her.

[11] Rather, it is in reference to this case (13a), where she says: I am one whose hymen was ruptured by wood, and the groom says: No; rather, you are one who was trampled by a man. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not on the basis of the statement emerging from her mouth that we conduct our lives. There, what miggo is there?

[12] Granted, according to Rabbi Elazar, who said that the bride claims that she is entitled to a marriage contract of one hundred dinars, and the groom claims that she is entitled to nothing at all, as in that case, there is a miggo. Since, if she wished to lie, she could have said: I am one whose hymen was ruptured by wood under your authority after betrothal, and she would have been entitled to two hundred dinars, as she was a virgin at betrothal. And therefore, when she says that her hymen was already ruptured initially, prior to betrothal, when she is entitled to only one hundred dinars, she is deemed credible. However, according to Rabbi Yoḥanan, who said: The bride claims that she is entitled to a marriage contract of two hundred dinars; and the groom claims that that she is entitled to a marriage contract of one hundred dinars, what miggo is there? Her claim is the most advantageous claim available to her.

[13] Rather, it is in reference to this case (12b): One who marries a woman and did not find her hymen intact, and she says: After you betrothed me, I was raped and his field was inundated, i.e., it is attributable to your own misfortune. And he says: No; rather, you were raped before I betrothed you, and my transaction was a mistaken transaction.

[14] Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives, as, in that case there is a miggo. Since, if she wished to lie, she could have said: I am one whose hymen was ruptured by wood under your jurisdiction after betrothal, which is a more advantageous claim, because she does not thereby disqualify herself from marrying into the priesthood. But she said: I was raped after betrothal, which is a less advantageous claim, because she disqualified herself from the priesthood. Therefore, Rabban Gamliel says that she is deemed credible. And Rabbi Yehoshua says to Rabban Gamliel: With regard to this miggo in the mishna here, I concede to you that the miggo is effective. With regard to that miggo there in the first chapter, I disagree with you.

[15] The Gemara asks: But after all, this is a case of miggo and that is a case of miggo. In what way, in the opinion of Rabbi Yehoshua, is this miggo different from that miggo? The Gemara answers: Here, in the case of contested ownership of the field, there is no slaughtered ox before you, i.e., there is no reason to question his claim of ownership, as the field is in his possession. However, there, in the case of the woman who was found not to be a virgin, there is a slaughtered ox before you, i.e., there is reason to question her virginity, and it is only in response to that question that she makes her claim. Therefore, although it is supported by a miggo, Rabbi Yehoshua does not accept her claim.

[16] § The Gemara resumes discussion of the inference that it drew at the outset with regard to witnesses that the bride was a virgin. And since the Gemara established earlier that the woman’s claim is supported by the fact that most women are married as virgins, if witnesses did not come, what of it? That majority should be sufficient to establish that she married as a virgin. Ravina said: It is because there is room to say that although most women are married as virgins and a minority of

women marry as widows or non-virgins, there is an additional presumption: The marriage of anyone who is married as a virgin generates publicity,

[17] and with regard to this woman, because her marriage did not generate publicity, the effect of the majority is undermined.

[18] The Gemara asks: If in fact, the marriage of anyone who is married as a virgin generates publicity, and the marriage of this woman did not generate publicity, when witnesses come, what of it? These are false witnesses, as their testimony runs counter to the presumption governing all marriages. Rather, Ravina said that it is not a universal presumption, but a majority. The marriage of most women who are married as virgins generates publicity, but for this woman, since her marriage did not generate publicity, the effect of the majority is undermined. Therefore, the testimony that she went out of her father's house to her wedding with a hinnuma overrides the lack of publicity.

[19] § It was stated in the mishna: If there are witnesses that she went out of her father's house to her wedding with a hinnuma, or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars. The Gemara asks: And since she collects payment without producing her marriage contract, let us be concerned that she might produce witnesses in this court and collect payment, and then produce her marriage contract in that other court and collect with it payment a second time. Rabbi Abbahu said: This indicates that one writes a receipt indicating that the woman received payment. Were the woman to attempt to collect payment of her marriage contract a second time, her husband would produce the receipt. Rav Pappa said: We are dealing in the mishna with a place where one does not write a marriage contract. It is only in a case where there is no concern lest she produce her marriage contract that she collects payment based on the testimony of witnesses.

[20] And there are some who teach the dispute between Rabbi Abbahu and Rav Pappa with regard to the baraita that says: In a case where a woman lost her marriage contract or concealed her marriage contract and she claims that she is unable to find it; or her marriage contract was burned, and there is no proof with regard to the sum to which she is entitled; or practices performed exclusively at the weddings of virgins were performed at her wedding, e.g., people danced before her, or played before her, or passed before her a cup of good tidings or a cloth of virginity; if she has witnesses with regard to any one of these practices, her marriage contract is two hundred dinars.

[21] The Gemara asks: And since she collects payment without producing her marriage contract, let us be concerned that she might produce witnesses in this court and collect payment, and then produce her marriage contract in that other court and collect payment with it a second time. Rabbi Abbahu said: This indicates that one writes a receipt indicating that the woman received payment. Were the woman to attempt to collect payment of her marriage contract a second time, her husband would produce the receipt. Rav Pappa said: We are dealing in the mishna with a place where one does not write a marriage contract.

[22] The Gemara asks: But how could Rav Pappa say that the baraita is dealing with a place where one does not write a marriage contract? Isn't it taught in that baraita: If a woman lost her marriage contract? The Gemara answers: The baraita is referring to a case where her husband wrote her a marriage contract contrary to the local custom. The Gemara asks: If he wrote her a marriage contract, the concern remains that ultimately she will produce the marriage contract and collect payment with

it a second time. The Gemara answers: What is the meaning of lost? The woman lost her marriage contract in the fire. In that case, there is no longer any concern.

[23] The Gemara asks: If so, that is the case of: Her marriage contract was burned, listed separately in the baraita. And furthermore, what is there to say with regard to the case of concealed, where the concern that she will collect payment twice remains? And furthermore, if burned comes to explain the meaning of lost, why do I need the baraita to list the case of lost at all? It would have been sufficient for the baraita to mention the case of a burned marriage contract. Rather, the meaning of the baraita is: The legal status of any case where the woman claims that she lost her marriage contract is like that of a case where she concealed it before us, and we give her payment of her marriage contract only when the witnesses say that her marriage contract was burned. Otherwise, even if witnesses testify that the practices characteristic of the wedding of a virgin were performed at her wedding, she does not collect payment of her marriage contract.

[24] The Gemara notes: The one who teaches this dispute between Rabbi Abbahu and Rav Pappa with regard to the baraita, all the more so would he teach it with regard to the mishna. Applying Rav Pappa's opinion to the mishna does not necessitate the emendation and reinterpretation necessitated by its application to the baraita. However, the one who teaches this dispute with regard to the mishna would not teach it then with regard to the baraita, in accordance with the difficulty raised there, as the plain meaning of the baraita is that it is a place where one writes a marriage contract.

[25] With regard to that same passage in the mishna: If there are witnesses that she went out of her father's house to her wedding with a hinnuma, or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars, the Gemara asks: But let us be concerned lest she first produce witnesses that she went out with a hinnuma, in this court, and collect payment, and then produce witnesses that she went out with a hinnuma, in that court, and collect payment a second time. The Gemara answers: In a place where it is not possible to guarantee that she will not collect her marriage contract more than once in any other way, certainly we write a receipt, even according to the opinion that as a rule, one does not write a receipt.

[26] § It is taught in that baraita: Or passed before her a cup of good tidings. The Gemara asks: What is a cup of good tidings? Rav Adda bar Ahava says: A cup of teruma wine is passed before the virgin bride, meaning that this woman would have been eligible to eat teruma had she married a priest. Rav Pappa strongly objects to this: Is that to say that a widow does not eat teruma if she marries a priest? Clearly she does. Therefore, what is the proof from teruma that she is a virgin? Rather, Rav Pappa says: The cup of teruma is passed before her to indicate that this bride is first, as she has not yet engaged in intercourse, like teruma that is the first gift separated from the produce.

[27] It is taught in a baraita that Rabbi Yehuda says: The custom is that one passes a barrel of wine before her. Rav Adda bar Ahava said: One passes a sealed barrel of wine before a virgin, and one passes an open barrel of wine before a non-virgin. The Gemara asks: Why is that necessary? Let us pass the sealed barrel before the virgin, and before the non-virgin let us not pass a barrel at all. Why is it necessary to publicize the fact that she is a non-virgin? The Gemara explains: It is necessary, as, at times there could be a case where a non-virgin unilaterally seized two hundred dinars as payment for her marriage contract and said: I was a virgin, and the fact that they did not pass a sealed barrel before me was due to circumstances beyond their control. In order to prevent deceit of that kind, an open barrel is passed before the non-virgin, so that people will remember that she is not a virgin.

[28] § The Sages taught: How does one dance before the bride, i.e., what does one recite while dancing at her wedding? Beit Shammai say:

[29] One recites praise of the bride as she is, emphasizing her good qualities. And Beit Hillel say: One recites: A fair and attractive bride. Beit Shammai said to Beit Hillel: In a case where the bride was lame or blind, does one say with regard to her: A fair and attractive bride? But the Torah states: "Keep you from a false matter" (Exodus 23:7). Beit Hillel said to Beit Shammai: According to your statement, with regard to one who acquired an inferior acquisition from the market, should another praise it and enhance its value in his eyes or condemn it and diminish its value in his eyes? You must say that he should praise it and enhance its value in his eyes and refrain from causing him anguish. From here the Sages said: A person's disposition should always be empathetic with mankind, and treat everyone courteously. In this case too, once the groom has married his bride, one praises her as being fair and attractive.

[30] When Rav Dimi came from Eretz Yisrael to Babylonia, he said: This is what they sing before brides in the West, in Eretz Yisrael: No eye shadow, and no rouge, and no braiding of the hair, and yet she is comparable to a graceful ibex. The Gemara relates: When the Sages ordained Rabbi Zeira, this is what they metaphorically sang with regard to him in his praise: No eye shadow, and no rouge, and no braiding of the hair, and yet she is comparable to a graceful ibex.

[31] On a related note, the Gemara relates: When the Sages ordained Rabbi Ami and Rabbi Asi, this is what they sang to them: Anyone from people of this kind and anyone from people of that kind, ordain them for us. Do not ordain for us others, neither from those who corrupt [sarmisin] halakhot, nor from those who are worthless [sarmitin]. And some say: Not from those who provide only one-fifth [ḥamisin] of the reason for a halakha, and not from those whose knowledge is incomplete [turmisin].

[32] The Gemara relates another instance of singing the praise of the Sages: When Rabbi Abbahu would come from the academy to the house of the emperor, the maidservants of the emperor's house would go out to greet him, and this is what they sang to him: Master of his people and leader of his nation, candle of illumination, blessed is your arrival in peace.

[33] With regard to the mitzva of bringing joy to the bride and groom, the Gemara relates: The Sages said about Rabbi Yehuda bar Elai that he would take a myrtle branch and dance before the bride, and say: A fair and attractive bride. Rav Shmuel bar Rav Yitzḥak would base his dance on three myrtle branches that he would juggle. Rabbi Zeira said: The old man is humiliating us, as through his conduct he is demeaning the Torah and the Torah scholars. It is further related: When Rav Shmuel bar Rav Yitzḥak died, a pillar of fire demarcated between him and everyone else, and we learn through tradition that a pillar of fire demarcates only for either one person in a generation or for two people in a generation.

[34] Rabbi Zeira said: His branch [shotitei] was effective for the old man, as it is due to this mitzva that he fulfilled so enthusiastically that he was privileged to receive this great reward. And some say that Rabbi Zeira said: His nonsense [shetutei] was effective for the old man. And some say that he said: His method [shittatei] was effective for the old man.

[35] Rav Aḥa would place the bride on his shoulders and dance. The Sages said to him: What is the ruling? Is it permitted for us to do so as well? He said to them: If brides are comparable for you to a beam, fine, but if not, no, you may not.

[36] Rabbi Shmuel bar Naḥmani said that Rabbi Yonatan said: It is permitted to look at the face of a bride throughout all seven days of the wedding celebration, in order to endear her to her husband, whose appreciation of her beauty will be thereby enhanced. The Gemara notes: And the halakha is not in accordance with his opinion, as it is prohibited to look at any married woman, even a bride.

[37] § The Sages taught: One reroutes the funeral procession for burial of a corpse to yield before the wedding procession of a bride. And both this, the funeral procession, and that, the wedding procession, yield before a king of Israel. They said about King Agrippa [Agrippas] that although he was not required to do so, he rerouted his entourage before the wedding procession of a bride, and the Sages praised him for doing so.

[38] The Gemara asks: The Sages praised him; is that to say by inference that he did well in yielding? But didn't Rav Ashi say: Even according to the one who said with regard to a Nasi who relinquishes the honor due him that his honor is relinquished, i.e., he may do so, with regard to a king who relinquishes the honor due him, his honor is not relinquished. As the Master said that the meaning of the verse "You shall place a king over you" (Deuteronomy 17:15) is that his awe shall be upon you. The Torah established that the subjects' awe is an essential component of kingship and it is not the prerogative of the king to waive it. The Gemara answers: It was at a crossroads that he encountered the wedding procession, and the fact that he yielded to the bride was not obvious to onlookers. Therefore, the honor due the king was not compromised.

[39] The Sages taught: One suspends the study of Torah to attend the removal of a corpse for burial and to attend the entry of a bride into the wedding canopy. The Sages said about Rabbi Yehuda, son of Rabbi Elai, that he would suspend the study of Torah to attend the removal of a corpse for burial and to attend the entry of a bride into the wedding canopy. In what case is this statement said? In a case where there are not enough people with him, i.e., accompanying the corpse, to satisfy all his needs, i.e., to appropriately honor him. However, if there are enough people with him to satisfy all his needs, one does not suspend Torah study.

[40] The Gemara asks: And how many people constitute all his needs? Rav Shmuel bar Eini said in the name of Rav: Twelve thousand men and six thousand additional men each sounding a shofar to herald the approaching funeral procession. And some say: Thirteen thousand men and, among them, six thousand men sounding a shofar. Ulla said: All his needs means a crowd large enough so that the men in the funeral possession form a partition stretching from the gate of the city [abbula] until the cemetery. Rav Sheshet, and some say Rabbi Yoḥanan, said: The number of people required for taking of the Torah from the Jewish people with the death of a Torah scholar is equivalent to the number present at its giving to the Jewish people. Just as its giving took place with six hundred thousand men present at Sinai, so too, the taking of the Torah at the funeral of a Torah scholar is with six hundred thousand men. The Gemara notes: This applies only to one who read the Bible and studied mishna, i.e., one who is a student of Torah, and consequently worthy of that honor.

[41] However, for one who taught others, there is no measure for the number of people attending the funeral.

[42] The mishna continues: And if there are witnesses that she went out of her father's house to her wedding with a hinnuma her marriage contract is two hundred dinars. The Gemara asks: What is a hinnuma? Surḥav bar Pappa said in the name of Ze'eiri: It is a canopy of myrtle over the bride's

head. Rabbi Yoḥanan said: It is a veil [kerita] covering the bride’s face under which the bride dozes [menamna].

[43] The mishna continues: Rabbi Yoḥanan ben Beroka says: Even testimony that there was distribution of roasted grain constitutes proof that she is a virgin. It was taught with regard to the mishna: In Judea, that is proof; however, what are the customs at the weddings of virgins in Babylonia? Rav said: Smearing fragrant oil on the heads of the Sages was customary. Rav Pappa, who was unfamiliar with that practice, said to Abaye: Is the Master saying oil for shampooing the hair? Calling him an orphan because he was ignorant of the custom, he said to him: Orphan, didn’t your mother perform for you smearing of oil on the heads of the Sages at the time of the performance of your wedding ceremony? As this was the case when one of the Sages who arranged for his son to marry into the family of Rabba bar Ulla attended the wedding, and some say that it was Rabba bar Ulla who arranged for his son to marry into the family of one of the Sages; and he smeared oil on the heads of the Sages at the time of the performance of the wedding ceremony.

[44] The Gemara asks: What is the custom at the wedding of a widow? Rav Yosef taught: A widow does not have roasted grain [kisanei] distributed at her wedding.

[45] The mishna continues: And Rabbi Yehoshua concedes in a case where one says to another: This field belonged to your father, and I purchased it from him, that he is deemed credible. The Gemara asks: And let the mishna teach: Rabbi Yehoshua concedes in a case where one says to another: This field belonged to you, and I purchased it from you.

[46] The Gemara answers: Although Rabbi Yehoshua concedes that his claim is accepted even in that latter case, he addressed the case where the field originally belonged to the father due to the fact that the tanna wanted to teach in the latter clause that if there are witnesses that it was the father’s field, and he says: I purchased it from him, he is not deemed credible. That is the halakha only with regard to a field that belonged to the father, and not to the claimant himself. Were it referring to a field that he purchased from the claimant, what are the circumstances?

[47] If it is a case where the one in possession of the field consumed its produce for the three years necessary to establish presumptive ownership, why is his claim that he purchased the field not deemed credible? After three years of unchallenged possession, the purchaser’s claim is sufficient to establish ownership without documentation. And if he did not consume its produce for the three years necessary to establish presumptive ownership, it is obvious that his claim is not deemed credible. Since the distinction between a case where witnesses are present and a case where there are no witnesses present does not apply when the field in question was the property of the claimant, the tanna cited a case where the field belonged to the father.

[48] The Gemara asks: If so, the same difficulty may be raised with regard to a field belonging to the claimant’s father as well: If the one in possession of the field consumed its produce for the three years necessary to establish presumptive ownership, why is his claim that he purchased the field not deemed credible? And if he did not consume its produce for the three years necessary to establish presumptive ownership, it is obvious that his claim is not deemed credible. The latter clause is no more applicable to the father’s field than it is to the claimant’s field. Why did the tanna prefer to cite a case where the field belonged to the claimant’s father?

[49] The Gemara answers: Granted, with regard to the case where the field belonged to his father, a circumstance can be found where there is uncertainty with regard to the presumptive ownership of

the field, where the one in possession of the field consumed its produce for two of the three years necessary to establish presumptive ownership during the lifetime of the father and one year during the lifetime of the son after the death of his father. And this is in accordance with the opinion of Rav Huna, as Rav Huna said: One cannot establish presumptive ownership of the property of a minor, even after he reached majority. This is because the minor is unaware of the property owned by his father; the fact that he did not challenge the claim of the one in possession of the field proves nothing. Therefore, only two of the three years necessary to establish presumptive ownership have passed.

[50] The Gemara asks: And since the mishna can be explained only in the case delineated by Rav Huna, did Rav Huna come to teach us a mishna? There is no need for an amora to teach matters that appear in a mishna, as the content of mishnayot is known by all. The Gemara answers: If you wish, say that Rav Huna is stating the inference from the mishna, as the circumstances are not written explicitly in the mishna. And if you wish, say instead that he is teaching us that even if during the year after the father died his son was no longer a minor, one may not establish presumptive ownership of the property of a minor, even after he reached majority. From the mishna, one could learn only a case where during the third year the son was still a minor.

[51] The Gemara asks: And let the tanna teach the halakha in a case where the one in possession of the field says that he purchased the field from the claimant himself. And let him establish the mishna in a case where the one in possession of the field consumed its produce in the presence of the claimant, who was the original owner of the field, for two of the three years necessary to establish presumptive ownership, and consumed its produce not in his presence for one year. And that scenario is in a case where the claimant fled and therefore, the fact that he did not challenge the claim of the one in possession of the field proves nothing.

[52] The Gemara asks: That scenario is referring to one who fled due to what reason? If it is that he fled due to the fact that his life was in jeopardy, it is obvious that the one claiming presumptive ownership is not deemed credible, since the owner of the field is unable to protest, as he fears for his life. And if he fled due to money that he owes, and that is why he does not return to protest the possessor’s occupation of the field, he ought to protest from afar, as we maintain that a protest lodged not in the presence of the one using the field is a legitimate protest. He could have lodged in a court in his place of exile his protest against the illegal occupation of his field.

[53] This is as we learned in a mishna (Bava Batra 38a): There are three independent lands in Eretz Yisrael with regard to establishing presumptive ownership: Judea, Transjordan, and the Galilee. If the original owner of the field was in Judea and another occupied his field in the Galilee, or if he was in the Galilee and another occupied his field in Judea, that does not establish presumptive ownership, until the one occupying the field will be with the original owner in the same country.

[54] And we discussed that mishna: What does this tanna hold? If he holds that a protest lodged not in the presence of the one using the field is a legitimate protest, then even in the case where one is in Judea and one is in the Galilee the protest should also be legitimate. And if he holds that a protest lodged not in the presence of the one using the field is not a legitimate protest, then even in the case where one is in Judea and the other one is in Judea as well, the protest should also not be legitimate.

[55] Rabbi Abba bar Memel said: Actually the tanna holds that a protest lodged not in the presence of the one using the field is a legitimate protest, and the Sages taught this mishna with regard to a crisis

period, when travel is perilous and information cannot be transmitted from Judea to the Galilee. Therefore, although no protest was received from the original owner, the occupier does not establish presumptive ownership of the field, because the lack of protest can be attributed to the perilous situation.

[56] The Gemara asked: And if it is due only to the exigent circumstances that the protest is ineffective, what is different about Judea and the Galilee that the tanna cited specifically these two lands? Ostensibly, even within one of the three lands, if travel and communications are restricted, the same halakha would apply.

[57] The Gemara answers: The reason that the tanna cited specifically a case where each is located in a different land is that the standard situation with regard to travel between Judea and the Galilee is tantamount to a crisis period, as war was commonplace, and there was a strip of Samaritan territory between Judea and the Galilee.

[58] The Gemara asks: And let the tanna teach in the mishna: And Rabbi Yehoshua concedes in a case where one says to another: I borrowed one hundred dinars from you and repaid the loan to you, that he is deemed credible. The Gemara answers: The tanna chose not to teach that case of the mouth that prohibited is the mouth that permitted due to the fact that the tanna wanted to teach in the latter clause: If there are witnesses that he borrowed money from another, and he says: I repaid the loan, he is not deemed credible. However, the tanna would not be able to distinguish between a case where witnesses testify and a case where there are no witnesses, as don't we hold that in the case of one who lends money to another in the presence of witnesses, the borrower need not repay the loan in the presence of witnesses? Therefore, even if witnesses testify that he took the loan, his claim that he repaid the loan is accepted.

[59] The Gemara asks: And let the tanna teach in the mishna: And Rabbi Yehoshua concedes in a case where one says to another: Your father has one hundred dinars in my possession in the form of a loan, but I provided him with repayment of half that amount, that his claim is deemed credible.

[60] The Gemara answers: There is a tannaitic dispute with regard to that case and the case that the Gemara suggested does not correspond to either opinion. In accordance with whose opinion would the mishna be taught? If it is in accordance with the opinion of the Rabbis, didn't they say that in that case he is the equivalent of one returning a lost article? Since the son is unaware that the borrower owes his father money, and the borrower takes the initiative and admits that he owes part of the sum that he borrowed, it is as if he returned a lost article, and clearly his claim is accepted and no oath is required. And if it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov, didn't he say that in that case the borrower is required to take an oath, and only then is his claim accepted?

[61] This dispute is as it is taught in a baraita that Rabbi Eliezer ben Ya'akov says: There are times when although no one claimed that another owes him money, a person takes an oath on the basis of his own claim. How so? If one says to another: Your father has one hundred dinars in my possession, but I provided him with repayment of half that amount, he is required to take an oath that he repaid half, and that is the case of one who takes an oath on the basis of his own claim. And the Rabbis say: In that case he is merely the equivalent of one returning a lost article, and is exempt from taking an oath.

[62] The Gemara asks: And is Rabbi Eliezer ben Ya'akov not of the opinion that one who returns a lost article is exempt from taking an oath that he did not take part of the sum? He returns what he

admitted taking without an oath. Rav says: The baraita is referring to a case where a minor makes a claim against him. The lender’s minor son claims that the borrower did not repay any part of the loan to his father. The borrower’s claim comes in response to that claim. Therefore, his admission is not at all comparable to returning a lost article. The Gemara asks: But didn’t the Master say: One does not take an oath on the basis of the claim of a deaf-mute, an imbecile, or a minor? Due to their lack of cognition, they are not deemed halakhically competent to require another to take an oath based on their claim.

[63] The Gemara answers: In Rav’s statement, what is the meaning of minor? It means one who reached majority, and is therefore halakhically competent. And why does Rav call him a minor? It is due to the fact that with regard to his father’s matters, he is the equivalent of a minor, as he is uncertain about the particulars of his father’s dealings. If so, i.e., that the son making the claim has already reached majority, the language of the baraita is imprecise. Why does the tanna refer to this case as one taking an oath on the basis of his own claim? This is not his own claim; it is the claim of others. The Gemara answers: The baraita employed that language for the following reason: It is the claim of others, but he is taking an oath on the basis of his own partial admission.

[64] The Gemara asks: All claims where an oath is required are cases of a claim of others and his own admission. However, in the baraita, Rabbi Eliezer ben Ya’akov introduces his opinion with the phrase: There are times, indicating that the case to which he is referring, that of one taking an oath on the basis of his own claim, is not the standard case of taking an oath.

[65] Rather, the Gemara suggests an alternative explanation of the tannaitic dispute. Here, Rabbi Eliezer ben Ya’akov and the Rabbis disagree with regard to the statement of Rabba, as Rabba said: Why did the Torah say that one who makes a partial admission in response to the claim is required to take an oath? It is because there is a presumption that a person would not be so insolent in the presence of his creditor as to deny his debt. Presumably, this borrower who made a partial admission would have liked to deny the entire loan, and the fact that he did not deny the entire loan is due to the fact that a person would not be so insolent in the presence of his creditor.

[66] And, as a result, he would have liked to admit to him that he owes him the entire loan. And the reason that he did not admit to him that he owes him the entire loan is so that he may temporarily avoid paying him. And he rationalizes doing so, saying to himself: I am avoiding him only until the time that I have money, and then I will repay him. Due to the concern that the partial admission is motivated by that rationalization and the claim of the lender is true, the Merciful One says: Impose an oath upon him so that he will admit that he owes him the entire loan.

[67] Rabbi Eliezer ben Ya’akov maintains: It is no different with regard to the creditor himself, and it is no different with regard to his son. The debtor would not be so insolent as to deny the debt. And therefore, he is not considered as one returning a lost article on his own initiative. Rather, he is considered as one who partially admits his debt in response to a claim, and is therefore required to take an oath. However, the Rabbis maintain: In the presence of the creditor one would not be insolent, but in the presence of his son, who did not lend him the money, he would be insolent and deny the claim entirely. Since he had the option of completely denying the loan and opted to admit to part of the claim, he is considered as one returning a lost article and his claim is accepted without an oath.

[68] MISHNA: With regard to the witnesses who said in their testimony to ratify their signatures in a document: We signed the document and this is our handwriting; however, we were compelled to sign, or we were minors when we signed, or we were disqualified witnesses, e.g., we are relatives of one of the parties, they are deemed credible. Since the document is ratified on the basis of their testimony, it is likewise invalidated on the basis of their testimony. However, if there are other witnesses who testify that it is their handwriting, or if their handwriting emerges on a document from another place, enabling confirmation of their signatures by comparing the two documents, then the witnesses who signed the document are not deemed credible. The document is not invalidated based on their testimony, because ratification of the document is not dependent on their testimony, as their signatures can be authenticated independently.

[69] GEMARA: With regard to the latter clause in the mishna, in which it is stated that if there is independent corroboration of the signatures of the witnesses the document is not invalidated based on their testimony, Rami bar Ḥama says: The Sages taught this halakha only in a case where they said: We were compelled to sign the document due to a monetary threat. Their testimony incriminates them, as they testified falsely for money, and the principle is: The testimony of one who incriminates himself is not accepted. However, if the witnesses said: We were compelled to sign the document due to a threat to our lives, they are deemed credible, as that testimony is not self-incriminating, since in that case it is permitted to testify falsely.

[70] Rava said to Rami bar Ḥama: Is it within their power to retract their testimony? There is a principle: Once a witness stated his testimony in court, he cannot again state testimony that contradicts his previous testimony. And if you say that this principle applies specifically to oral testimony, but with regard to testimony in a document, no, the principle does not apply and one may retract that testimony, didn’t Reish Lakish say: The legal status of witnesses who are signatories on the document becomes like those whose testimony was cross-examined in court. Therefore, just as one may not retract oral testimony, neither may he retract written testimony.

[71] 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.

[72] § 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:

[73] There is a presumption that witnesses sign on the document only if the transaction was made when both parties to the transaction are adults. 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?

[74] 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. Therefore, even when they testify that they were compelled to sign the document due to a threat to their lives, they are incriminating themselves.

[75] 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, 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?

[76] Rather, the reason for the opinion of Rabbi Meir is in accordance with the statement that Rav Huna said that Rav said, 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. 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).

[77] § 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.

[78] 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.

[79] § Rav Yehuda said that Rav said: One who says with regard to a document: This is a document of trust, 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.

[80] 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.

[81] 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; ales, 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.

[82] 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.

[83] 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, 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.

[84] 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.

[85] 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, 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.

[86] Rabbi Yehoshua ben Levi said: It is prohibited for a person to keep a repaid document within his house, 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), this is referring to a document of trust and a document of security [passim]. With regard to the second half of the verse: “And let not injustice dwell in your tents,” this is referring to a repaid document.

[87] 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.

[88] 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 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).

[89] § 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 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, as it is written under duress. And this document of trust may not be written, as it is fundamentally unjust.

[90] Rava raised a dilemma before Rav Naḥman: In a case where the witnesses say: Our statement was a conditional statement, 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 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.

[91] The Gemara asks: What is the ruling in a case where one witness says: There is a condition attached to the transaction 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.

92 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.

93 § The Sages taught: If two witnesses were signatories on a document and they died, 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.

94 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? Therefore, the document cannot be used to collect payment.

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

96 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. Since the signatories to the document are dead, their testimony cannot be contradicted.

97 Rav Naḥman said to Rav Sheshet: If the first pair of witnesses was before us and the second pair would contradict their testimony, that is contradiction, and we would not consider their testimony and would not collect money with the document, as it is contradicted testimony. Now that they are not before us, and in a case where if they were before us perhaps they would have admitted to the second witnesses that the testimony of the second witnesses is correct, are they deemed credible, and the document that they signed valid?

98 Rather, Rav Naḥman said in the case where the testimony of the first witnesses is contradicted not in their presence, the ruling is: Establish two witnesses against the two witnesses who contradict their testimony, thereby neutralizing both testimonies, and establish the money in the possession of its owner, just as it was in the case of the property of bar Shatya. As when bar Shatya, a man who

suffered from periodic bouts of insanity, sold his property, two witnesses came and said: He sold it when he was insane; and two other witnesses came and said: He sold it when he was sane.

[99] Rav Ashi said in that case: Establish two witnesses against the two witnesses who contradict the testimony of the first pair, and establish the money in the possession of bar Shatya. The Gemara notes: We say that the property remains in the possession of bar Shatya only when he has possession of the property based on the possession of his fathers. However, if he does not have possession of the property based on the possession of his fathers, but he acquired the property himself, we say: He purchased his properties when he was insane, and he sold them when he was insane. He does not have presumptive ownership of them. Therefore, the property remains in the possession of the person to whom bar Shatya sold it.

[100] Rabbi Abbahu disagrees with the opinion of Rav Sheshet and says: Witnesses render other witnesses false, conspiring witnesses only in their presence, but witnesses contradict the testimony of other witnesses not in their presence. And with regard to rendering other witnesses false, conspiring witnesses not in their presence, although it is not effective in rendering them false, conspiring witnesses in the sense that they are punished for their false testimony, in any case, it is a contradiction of their testimony.

[101] § The Master said in the baraita cited previously: 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 are not deemed credible. The Gemara infers: From a document that one challenged, yes, the signatures are authenticated and the testimony of the other witnesses is not accepted; however, if one did not challenge the document, no, the document cannot be used to authenticate their signatures. This supports the statement of Rabbi Asi, as Rabbi Asi said: One ratifies a document by authenticating the witnesses' signatures only from a document that someone challenged and that was deemed valid in court.

[102] The Sages of Neharde'a say: One ratifies a document by authenticating the witnesses' signatures only from two marriage contracts or from the bills of sale for two fields that those witnesses signed. And those bills of sale are effective only in a case where their owner ate their produce for three years, the requisite period to establish presumptive ownership of the field, and in peace, undisturbed by protest. In that case we can rely on the signatures, and the documents are considered valid.

[103] Rav Shimi bar Ashi said: Authentication of signatures by comparison to other documents can be accomplished specifically when the documents emerge from the possession of another. However, when the documents emerge from the possession of the litigant himself, no, they may not be used to authenticate the signatures. The Gemara asks: What is different in a case where the documents emerge from the possession of the litigant himself that they may not be used to authenticate the signatures? It is that perhaps while the documents were in his possession he learned how to copy the signatures and forged them. If so, also in a case where the documents emerge from the possession of another, perhaps he went and saw the signatures, and came back and forged them. The Gemara answers: In that case, he would not be able to accurately reproduce the signatures to that extent based on memory alone.

[104] § The Sages taught: A person may write his testimony in a document and testify on its basis even after several years have passed. Rav Huna said: And that is the halakha only if he remembers the testimony on his own and he uses the document merely to refresh his memory with regard to certain

details. Rabbi Yoḥanan said: One may rely on that written testimony even if he does not remember the testimony by himself at all. Rabba said: Conclude from this statement of Rabbi Yoḥanan: With regard to these two witnesses who know testimony in a certain case, and one of them forgot the testimony, one witness may remind his fellow witness of the testimony, as according to Rabbi Yoḥanan, even if the witness remembers the testimony only by means of an external stimulus, the testimony is valid.

[105] A dilemma was raised before the Sages: If the litigant himself reminds the witness of the testimony, what is the ruling? Rav Ḥaviva said: Even if the litigant himself reminds the witness, he may testify. Mar, son of Rav Ashi, said: If the litigant himself reminds the witness, he may not testify. And the Gemara concludes that the halakha is that if the litigant himself reminds the witness of the testimony, the witness may not testify, due to the concern that the litigant influenced the nature of his testimony.

[106] And if the witness is a Torah scholar, then even if the litigant himself jogged the witness's memory, the witness may testify. A Torah scholar would not testify if he did not actually remember the testimony himself, as in that case involving Rav Ashi, who knew testimony relating to Rav Kahana. Rav Kahana said to Rav Ashi: Does the Master remember this testimony? Rav Ashi said to him: No. Rav Kahana said to him: Didn't the incident transpire in such and such a manner? Rav Ashi said to him: I don't know. Ultimately, Rav Ashi remembered the testimony and testified for Rav Kahana. He saw that Rav Kahana was hesitant [meḥassem] with regard to accepting his testimony, concerned that he had influenced the content of Rav Ashi's testimony. Rav Ashi said to him: Do you think that I am relying on you? I made an effort, and I remembered the incident.

[107] § Apropos recalling testimony, the Gemara adds that we learned there in a mishna (Oholot 16:2): Mounds of dirt that are near either to a city or a path, whether these mounds are new or whether they are old, are ritually impure due to the concern that a corpse is buried there. With regard to the mounds that are distant from the city: If they are new they are ritually pure, as, were there a corpse buried there, someone would remember, and if they are old they are impure. The mishna elaborates: What is a mound that is near? It is one at a distance of up to fifty cubits. And what is a mound that is old? It is one that was there for more than sixty years; this is the statement of Rabbi Meir. Rabbi Yehuda says: A mound that is near is one that there is no mound closer than it. Old is referring to a mound that no one remembers. According to Rabbi Yehuda, the parameters are not quantifiable.

[108] The Gemara asks: What is a city and what is a path in this context? If you say city means an actual city and a path is an actual path and the mishna is referring to any city or path, the question arises: Do we presume the existence of ritual impurity in Eretz Yisrael? But didn't Reish Lakish say in explaining how the Sages, based on meager proof, deemed an area in Eretz Yisrael ritually pure where uncertainty arose with regard to its purity: They found a pretext and deemed Eretz Yisrael ritually pure. Apparently, one does not presume ritual impurity in Eretz Yisrael. Why, then, does the mishna declare that every mound of dirt near a city or a path is impure? Rabbi Zeira said: The word city in the mishna is referring to a city adjacent to the cemetery, and the word path is referring to the path leading to the cemetery. Therefore, the concern that a corpse may be buried in the mound is a reasonable one.

[109] The Gemara asks: Granted, with regard to a mound located adjacent to the path leading to the cemetery, there is concern that a corpse is buried in the mound, as sometimes one happens to go to

bury the corpse on Shabbat eve at twilight, and to avoid desecrating Shabbat, it happened that they buried the corpse in a mound on the path. However, with regard to a city adjacent to the cemetery, everyone goes to the cemetery to bury their dead. Why would anyone bury a corpse in a mound adjacent to the city?

[110] Rabbi Ḥanina said: The mounds could be impure, since women bury their stillborn babies adjacent to the city, as there is no funeral in that case, and because those afflicted with boils bury their arms that withered and fell from their bodies. Until a distance of fifty cubits from the city, the woman goes alone and buries the stillborn in a mound. More than that distance, she takes a person with her, as she fears going alone, and she goes to the cemetery. Therefore, we are not presuming the existence of ritual impurity in Eretz Yisrael. The case of the mounds is an exception, as there is basis for deeming them impure.

[111] Rav Ḥisda said: Conclude from the statement of Rabbi Meir, who established a time limit beyond which a mound is considered an old mound, that with regard to testimony, until sixty years have passed, it is remembered, and if more than sixty years have passed, it is not remembered. And the Gemara rejects that conclusion: That is not so. There, with regard to the mounds, it is a case where responsibility to attest to the status of the mound was not imposed upon him, and the matter is forgotten after the passage of sixty years. However, here, with regard to testimony in general, since responsibility to testify was imposed upon him, he remembers the testimony even after a greater period of time than sixty years has passed.

[112] MISHNA: If this witness whose name is signed on a document says: This is my handwriting and this is the handwriting of my fellow witness, and that witness says: This is my handwriting and that is the handwriting of my fellow witness, these witnesses are deemed credible and the document is ratified, as together they provide testimony authenticating both signatures. If this witness says: This is my handwriting, and that witness says: This is my handwriting, and neither testifies with regard to the signature of the other, they must add another witness with them who will authenticate the signatures of the two witnesses, as otherwise, each of the witnesses would be testifying with regard to half the sum in the document; this is the statement of Rabbi Yehuda HaNasi. And the Rabbis say: They need not add another witness with them. Rather, a person is deemed credible to say: This is my handwriting. The testimony of the two signatories about their own signatures is sufficient.

[113] GEMARA: The Gemara says: When you analyze the reasoning for the opinions of the tanna’im, say that according to the statement of Rabbi Yehuda HaNasi,

[114] the witnesses are testifying about their handwriting and authenticating their own signatures. Therefore, if each witness testifies only with regard to his own handwriting, there is only one witness authenticating each signature. According to the Rabbis, the witnesses are testifying about the sum of one hundred dinars that is in the document and are not authenticating the signatures at all. Therefore, the testimony of the two witnesses who signed the document is sufficient to ratify the document.

[115] The Gemara asks: That is obvious. No analysis is necessary to arrive at this explanation of the dispute. The Gemara answers: The analysis is necessary lest you say that according to Rabbi Yehuda HaNasi there is uncertainty whether they are testifying about their handwriting or whether the witnesses are testifying about the sum of one hundred dinars that is in the document, and due to the possibility that the purpose of the testimony is to authenticate their handwriting, he requires two witnesses for each signature.

[116] And the practical difference between whether the opinion of Rabbi Yehuda HaNasi is based on certainty or uncertainty is in a case where one of the witnesses who signed the document died. If his opinion is based on certainty that they are testifying about the signatures, one other witness testifying to the authenticity of both signatures would suffice, as both that other witness and the surviving signatory would testify to authenticate each signature. However, if his opinion is based on uncertainty, let them require two other witnesses from the street to testify about the signature of the deceased witness.

[117] That is due to the fact that if it is so that the witnesses are testifying about the sum of one hundred dinars that is in the document and only one other witness joined the surviving witness in testifying with regard to that signature, the result would be that the entire sum of money, less one-quarter, is collected based on the testimony of a single witness. The surviving signatory authenticates his signature and thereby facilitates collection of half the sum. In addition, his testimony together with the testimony of the witness from the street authenticating the signature of the deceased signatory facilitates collection of the other half. Based on the verse: "At the mouth of two witnesses…shall a matter be established" (Deuteronomy 19:15), each witness is responsible for half the sum.

[118] And one would have thought that Rabbi Yehuda HaNasi would rule stringently here: When both signatories are alive they must add another witness with them to authenticate the signatures of the two witnesses, as perhaps they are testifying about their handwriting; and he would rule stringently here: When one of the signatories died they must add two witnesses, as perhaps the witnesses are testifying about the sum of one hundred dinars that is in the document.

[119] Therefore, the Gemara teaches us that the matter was clear to Rabbi Yehuda HaNasi, that they are testifying about their handwriting, and he ruled accordingly both leniently, requiring only one additional witness when one of the signatories died, and stringently, requiring an additional witness when both signatories are alive. As Rav Yehuda said that Rav said: With regard to two witnesses who were signatories to a document and one of them died, they require two others from the street to testify about the signature of the one who died, and in this case, Rabbi Yehuda HaNasi rules leniently and requires only one additional witness, and the Rabbis rule stringently and require two additional witnesses.

[120] The Gemara asks: And if there are not two witnesses capable of authenticating each signature, but only one, what can be done to ratify the document? Abaye said: Let the surviving witness write his signature on an earthenware shard and cast it into the court. And the court then ratifies the document by seeing that it is his signature. And then he does not need to testify and authenticate his signature. But he and this other witness go and testify to authenticate the other signature of the deceased witness. In that case, even according to the Rabbis, one additional witness is sufficient.

[121] The Gemara notes: And he writes his signature for the purpose of comparison specifically on an earthenware shard, but not on parchment, due to the concern that perhaps an unscrupulous person will find it and write on it whatever he wants, e.g., the undersigned owes him money. And we learned in a mishna (Bava Batra 175b): If a creditor produced a document about another written in the other person's handwriting, in which it is written that the other person owes him money, even if there are no witnesses he is obligated to pay, and the claimant may collect payment from unsold property. One can collect repayment of a loan that is documented on a promissory note signed by two witnesses even from the borrower's land that was sold. With the document signed by the debtor, the creditor

may collect payment from unsold property. Due to the potential for deceit with a signature on parchment, one provides a signature sample written on earthenware.

[122] Rav Yehuda said that Shmuel said: The halakha is in accordance with the statement of the Rabbis in the mishna that each of the two signatories need testify only about his own signature to ratify the document. The Gemara asks: That is obvious, as the principle is: In a dispute between an individual Sage and multiple Sages, the halakha is ruled in accordance with the opinion of multiple Sages. The Gemara answers: Lest you say that just as there is a principle: The halakha is ruled in accordance with the opinion of Rabbi Yehuda HaNasi in disputes with his colleague, there is also a principle that the halakha is ruled in accordance with his opinion even when he disagrees with his multiple colleagues; therefore, Rav Yehuda teaches us that Shmuel said that the principle applies only to disputes with an individual colleague.

[123] § The Gemara provides a mnemonic for the names and patronyms of the amora'im associated with the statement cited below: Nun ḥet for Rav Ḥinnana bar Ḥiyya, nun dalet for Rav Huna bar Yehuda, and ḥet dalet for Rav Ḥiyya bar Yehuda. Rav Ḥinnana bar Ḥiyya said to Rav Yehuda, and some say it was Rav Huna bar Yehuda who said it to Rav Yehuda, and some say it was Rav Ḥiyya bar Yehuda who said it to Rav Yehuda: And did Shmuel say that the halakha is in accordance with the statement of the Rabbis?

[124] But wasn't there that document that emerged from the court of Master Shmuel, and it was written with regard to that document: From the fact that Rav Anan bar Ḥiyya came before the court and testified about his signature and about the signature of the one who signed the document with him, and who was that other signatory, Rav Ḥanan bar Rabba; and from the fact that Rav Ḥanan bar Rabba came before the court and testified about his signature and about the signature of the one who signed the document with him, and who was that other signatory, Rav Anan bar Ḥiyya; we certified and ratified this document as appropriate. If Shmuel ruled in accordance with the opinion of the Rabbis there would have been no need for each to testify about the signature of his fellow witness.

[125] Rav Yehuda said to him: That was a document for the benefit of orphans, and Shmuel was concerned about the potential for an error of the court. And Shmuel thought: Perhaps there is a court that holds that in general, the halakha is ruled in accordance with the opinion of Rabbi Yehuda HaNasi in disputes with his colleague but not in disputes with his multiple colleagues, and in this case, the halakha is ruled in accordance with his opinion even in disputes with his multiple colleagues, and the court will not ratify the document if each witness testifies only about his own signature. Therefore he thought: I will perform ratification of the document in an expansive manner, in accordance with all opinions, to ensure that the orphans will not lose money to which they are entitled.

[126] § Rav Yehuda said that Shmuel said: If a document came before a court and the court ratified it, and then the document was produced in order to collect the debt, at which time the borrower contested its validity and claimed that it was forged, one witness who was a signatory on the document and a judge who ratified the document join together to testify that the document is valid.

[127] Rami bar Ḥama said: How excellent is this halakha. Rava said: In what way is that excellence manifested? That which the witness testifies, i.e., authenticating his signature and confirming the incident that he witnessed, the judge does not testify, as the judge testifies that the document was

ratified. And that which the judge testifies, the witness does not testify. There are not two witnesses testifying to either matter.

128 Rather, when Rami bar Yeḥezkel came, he said: Do not listen to those principles that my brother Rav Yehuda bar Yeḥezkel established in the name of Shmuel with regard to a witness and a judge joining together to testify.

129 The Gemara relates: Ravnai, brother of Rabbi Ḥiyya bar Abba, happened to come and sell sesame, and he said that this is what Shmuel said: A witness and a judge join together to testify. Ameimar said: How excellent is this halakha. Rav Ashi said to Ameimar: Due to the fact that Rami bar Ḥama, father of your mother, praised it, you also praise [mekallesat] it? Rava already refuted that statement and proved it incorrect.

130 § Rav Safra said that Rabbi Abba said that Rav Yitzhak bar Shmuel bar Marta said that Rav Huna said; and some say that Rav Huna said that Rav said: With regard to three judges who convened to ratify a document, and two of them recognize the signatures of the witnesses on the document, and one does not recognize them; as long as the two judges did not yet sign to ratify the document, they testify and authenticate the signatures before the third judge, and based on that testimony, the third judge signs the document of ratification together with the first two judges. However, once the two judges signed the ratification, they may not testify before him and have him sign the ratification. The formula of the ratification is: We verified and ratified this document in a forum of three. Since when the first two judges signed the ratification, they were not a forum of three, the ratification is invalid.

131 The Gemara asks: And do we write the ratification of a document before all of the judges verify the signatures of the witnesses? But didn’t Rav Pappi say in the name of Rava: This ratification of judges that was written before the witnesses related testimony about their signatures is invalid, even if the witnesses later authenticate their signatures, as it seems like a lie, since when they drafted the ratification they were not yet aware that they would be able to ratify the document? Here too, when the judges drafted the ratification before the third judge can verify the signatures, it seems like a lie.

132 The Gemara answers: Rather, emend the statement and say: As long as the two judges did not yet write the ratification of the document, they testify and authenticate the signatures before the third judge, and based on that testimony, the third judge signs the ratification together with the first two judges. However, once the two judges have written the ratification, they may not testify before him and have him sign the ratification.

133 The Gemara notes: Conclude from the statement of Rav Huna three halakhot: Conclude from it that a witness can become a judge, as the two judges who testified to authenticate the signatures signed the ratification as judges and were not disqualified due to a conflict of interest. And conclude from it that judges who recognize the signatures of the witnesses do not require other witnesses to testify before them. And conclude from it that in cases involving judges who do not recognize the signatures of the witnesses, witnesses are required to testify before each and every one of them, and no judge may issue a ruling based on testimony brought before the other judges.

134 Rav Ashi strongly objects to the conclusions drawn by the Gemara. Granted, the fact that a witness can become a judge we can conclude from the statement of Rav Huna. However, the fact that judges who recognize the signatures of witnesses do not require other witnesses to testify before them cannot be concluded from the statement of Rav Huna. Perhaps, I will say to you that actually judges require witnesses to testify before them; and here, in this case, it is different, as the

requirement of the statement of testimony is fulfilled with the testimony of the two judges before the one judge who did not recognize the signatures. However, in a case where there is no statement of testimony at all, there could be no ratification of the document.

135 And furthermore, with regard to the conclusion that in cases of judges who do not recognize the signatures of the witnesses, witnesses are required to testify before each and every one of them, perhaps, I will say to you that actually, in general, witnesses are not required to testify before each and every judge; and here, in this case, it is different, as were it not for the testimony of the two judges before the third judge, the requirement of the statement of testimony would not be fulfilled at all. In a case where there is other testimony, perhaps one may rely on the knowledge of others in order to ratify the document.

136 The Gemara relates: Rabbi Abba sat and stated this halakha that a witness can become a judge. Rav Safra raised an objection to the opinion of Rabbi Abba from a mishna (Rosh HaShana 25b): If three people saw the new moon and they constitute a court, two of them should stand and seat two of their colleagues to sit near the remaining individual judge. And the two should testify before the three judges, and they should then recite the standard formula for sanctifying the month: Sanctified is the month, sanctified. Two others must join the original judge to form a tribunal of three judges, as an individual judge is not deemed credible to sanctify the month by himself. And if it enters your mind to say that a witness can become a judge, why do I need all this? Let the three judges remain seated in their place and sanctify the month, as they can be both witnesses and judges.

137 Rabbi Abba said to Rav Safra: That mishna was difficult for me to understand as well, and I asked Rav Yitzḥak bar Shmuel bar Marta about it, and Rav Yitzḥak asked Rav Huna, and Rav Huna asked Ḥiyya bar Rav, and Ḥiyya bar Rav asked Rav, and Rav said to them: Leave the case of testimony to sanctify the month, as it is mandated by Torah law, and the guidelines are more stringent, and the requirement of ratification of documents is mandated by rabbinic law, where the guidelines are more lenient. In that case a witness can become a judge.

138 § Rabbi Abba said that Rav Huna said that Rav said: In the case of three judges who convened as a tribunal to ratify a document, and a person raised a challenge with regard to the fitness of one of them to serve as a judge, thereby preventing ratification of the document, as long as they did not yet sign the ratification, the other two judges may testify about the acceptability of the judge whose fitness was challenged, and he then signs the ratification. However, once they signed the ratification, they may no longer testify about his fitness and thereby enable him to sign the ratification. Once they sign, their testimony is no longer impartial because there is a conflict of interest as they seek to avoid being associated with a tribunal tainted by an unfit judge.

139 The Gemara elaborates: With regard to a challenge of what sort was this halakha stated? If it was a challenge based on an allegation of theft,

140 the witnesses who testified that he is unfit and the judges who testified that he is fit are two witnesses and two witnesses who contradict them, and in that case, the allegation of theft is not completely eliminated. If it was a challenge based on an allegation of flawed lineage, e.g., he is a Canaanite slave and therefore unfit to serve as a judge, that is a mere revealing of a matter that will ultimately be revealed in any case and does not require actual testimony. Therefore, there is no conflict of interest preventing the judges from asserting his fitness after they signed. The Gemara concludes: Actually, I will say to you that it was a challenge based on an allegation of theft, and these

judges say: We know about him that he repented and is now fit to serve as a judge. In that case, their testimony does not contradict the original testimony that he was guilty of theft.

141 § Rabbi Zeira said: This matter, I heard from Rabbi Abba, and if it was not for Rabbi Abba of Akko, I would have forgotten it. With regard to a case of three judges who convened as a tribunal to ratify a document, and one of them died before signing the ratification, the surviving judges must emend the standard formula of the ratification and write: We were convened in a session of three judges, and one of the judges is no longer alive. In that way it is clear that although only two judges signed, the document was ratified by three judges.

142 Rav Naḥman bar Yitzḥak said: And if the judges wrote in the ratification: This document was produced before us, the court; they no longer need to add that they were three judges, as, when unmodified, the term court connotes a tribunal of three judges. The Gemara asks: And perhaps it was an impudent court, and that is in accordance with the opinion of Shmuel, as Shmuel said: Two judges who convened a tribunal and judged, their verdict is a binding verdict; however, because they contravened the rabbinic ordinance mandating that a court be comprised of three judges, they are called an impudent court. Therefore, writing: Before us, the court, does not rule out the possibility that the document was ratified by fewer than three judges.

143 The Gemara answers: It is clear that the document was ratified by the requisite three judges, as it is written in the ratification: Before us, the court of our teacher Rav Ashi, which presumably conforms to rabbinic protocol. The Gemara asks: And perhaps the Rabbis of the court of Rav Ashi hold in accordance with the opinion of Shmuel and they convened an impudent court, whose ruling is binding. The Gemara answers: It is clear, as it is written in the ratification: Before us, the court of our teacher Rav Ashi, and our teacher Rav Ashi said to us how to ratify the document.

144 MISHNA: With regard to a woman who said: I was a married woman and now I am a divorcée, she is deemed credible and permitted to remarry, as the mouth that prohibited and established that she was married is the mouth that permitted, and established that she is divorced. However, if there are witnesses that she was a married woman, and she says: I am a divorcée, she is not deemed credible. Similarly, with regard to a woman who said: I was taken captive but I am pure, as I was not raped in captivity, she is deemed credible and permitted to marry a priest, as the mouth that prohibited and established that she was taken captive is the mouth that permitted and established that she was not defiled. But if there are witnesses that she was taken captive, and she says: I am pure, she is not deemed credible. And if witnesses came after she married, this woman need not leave her husband.

145 GEMARA: Rav Asi said: From where in the Torah is the principle: The mouth that prohibited is the mouth that permitted, derived? It is derived as it is stated: “I gave my daughter to this man [la’ish hazeh] as a wife” (Deuteronomy 22:16). When the father said that he married her off “to the man [la’ish]” without revealing his identity, he rendered her forbidden to all men. When he then says “this [hazeh],” thereby identifying the man to whom he married her off, he renders her permitted to her husband.

146 The Gemara asks: Why do I need to derive this from the verse? It is based on logic: He rendered her forbidden and he rendered her permitted. Rather, where this verse is necessary, is in order to derive the halakha that Rav Huna said that Rav said, as Rav Huna said that Rav said: From where in the Torah is it derived that a father is deemed credible to render his daughter forbidden? It is derived

as it is stated: “I gave my daughter to the man [la’ish]” (Deuteronomy 22:16). The Gemara asks: Why do I need the subsequent term “this [hazeh]”?

147 The Gemara explains: The verse is necessary to derive the halakha that Rabbi Yona taught; as Rabbi Yona taught in a baraita that in the verse: “I gave my daughter to this man,” written in the context of a husband slandering his wife, “this” is written to infer: The halakhot in this passage apply to a man who slanders his wife and not to the yavam, in the case of levirate marriage.

148 § The Sages taught with regard to the woman who said: I am a married woman, and then said: I am unmarried, that she is deemed credible. The Gemara asks: But didn’t she render herself an entity of prohibition? When she said that she was married she rendered herself forbidden to all men. How then can she abrogate the prohibition? The Gemara answers that Rava bar Rav Huna said: It is referring to a case where she provided a rationale [amatla] for her initial statement and explained why she said that she was a married woman. That was also taught in a baraita with regard to the woman who said: I am a married woman, and then said: I am unmarried, that she is not deemed credible. And if she provided a rationale for her initial statement, she is deemed credible.

149 And there was also an incident involving an important woman who was outstanding in beauty, and many men were clamoring to betroth her. And she said to them: I am already betrothed. Sometime later she arose and betrothed herself to a man. The Sages said to her: What did you see that led you to do so? She said to them: Initially, when unscrupulous people approached me seeking to marry me, I said: I am betrothed. Now that scrupulous people approached me, I arose and betrothed myself to one of them. And the Gemara notes: This halakha was raised by Rav Aḥa Sar HaBira before the Sages in Usha, the seat of the Sanhedrin, and the Sages said: If she provided a rationale for her statement, she is deemed credible.

150 Shmuel raised a dilemma before Rav: If a woman said to her husband: I am ritually impure as I am menstruating, and then said: I am pure, what is the halakha? Is she permitted based on her latter statement, or did she render herself an entity of prohibition with her first statement and therefore remains forbidden? Rav said to him: Even in that case, if she provided a

151 rationale for her statement, she is deemed credible. The Gemara relates: Shmuel learned this halakha from him forty times to ensure that he would not forget it, and even so, when confronted with a similar situation, Shmuel did not rely on that lenient ruling and did not take action with regard to himself and his wife.

152 § The Sages taught that if two witnesses say: The husband died, and two witnesses say: He did not die; or if two witnesses say: This woman was divorced, and two witnesses say: She was not divorced, this woman may not remarry as there is no unequivocal testimony that she is unmarried. And if she remarried, she need not leave her husband. Rabbi Menaḥem bar Yosei says: She must leave her husband. And Rabbi Menaḥem bar Yosei said: When do I say that she must leave her husband? It is in a case where witnesses came to testify that she is still married and she remarried thereafter. However, if she remarried and the witnesses came thereafter, she need not leave her husband based on the uncertainty created by contradictory witnesses.

153 The Gemara asks: After all, they are two witnesses testifying that she is married and two witnesses testifying that she is not; how then can the ruling be that after remarrying she need not leave her husband? In that case, one who engages in intercourse with her stands liable to bring a guilt-offering for uncertainty. For any prohibition whose certain violation renders one liable to bring

a sin-offering, its uncertain violation renders one liable to bring a guilt-offering for uncertainty. Rav Sheshet said: This is a case where she married one of her witnesses who testified that she is unmarried. As far as he is concerned, there is no uncertainty. The Gemara asks: She herself stands liable to bring a guilt-offering for uncertainty, as she has no independent knowledge whether her husband died. The Gemara answers that this is a case where she says: It is clear to me that he died.

154 § Rabbi Yoḥanan said that if two witnesses say: The husband died, and two witnesses say: He did not die, this woman may not remarry. And if she remarried she need not leave her husband. If two witnesses say: This woman was divorced, and two witnesses say: She was not divorced, this woman may not remarry. And if she remarried she must leave her husband.

155 The Gemara asks: What is different in the first clause of Rabbi Yoḥanan's statement, where, if she remarried, she need not leave her husband, and what is the different in the second clause, where, if she remarried, she must leave her husband? Abaye said: Interpret Rabbi Yoḥanan's statement in a case where each testimony was given by one witness. If one witness says: The husband died, the Sages instituted an ordinance and accorded him credibility like that of two witnesses in order to enable his wife to remarry. And that is in accordance with the opinion of Ulla, as Ulla said: Wherever the Torah deemed one witness credible, his legal status there is that of two witnesses. And the legal status of that second witness who says: He did not die, is that of one witness, and the statement of one witness has no validity in a place where there is the testimony of two witnesses. Therefore, she need not leave her husband.

156 The Gemara asks: If so, that this is a case of the testimony of two witnesses against the testimony of one witness, it should be permitted for her to remarry even ab initio. The Gemara answers that she may not remarry ab initio due to the opinion of Rav Asi, as Rav Asi said that in any case of uncertainty, the verse "Remove from you a crooked mouth, and perverse lips put far from you" (Proverbs 4:24) applies. Although it is not a strictly prohibited action, it is, nevertheless, inappropriate.

157 In the latter clause of Rabbi Yoḥanan's statement, where one witness says: This woman was divorced, and one witness says: She was not divorced, both of them are testifying that she was a married woman, and that witness who says: She was divorced, is one witness, and the statement of one witness has no validity in a place where there is the testimony of two witnesses. Therefore, even if she remarried she must leave her husband.

158 Rava explained the difference between the two cases in Rabbi Yoḥanan's statement and said: Actually it is a case where they are two witnesses testifying that she is married and two testifying that she is not, and Rabbi Yoḥanan saw the statement of Rabbi Menaḥem bar Yosei as correct in the case of divorce but did not see it as correct in the case of death. What is the reason that he distinguishes between the two cases? In the case of death, if ultimately her husband returns alive, she is unable to deny that he is alive. Therefore, the woman's decision to remarry is credible, as if she were not certain that he was dead, she would not have remarried. However, in the case of divorce, if her husband returns and claims that he did not divorce her, she is able to deny his claim. Therefore, her decision to remarry is suspect, and the Sages penalized her and established that she must leave her husband.

159 The Gemara asks: And is the woman impudent to that extent, that she would lie in the presence of her husband and claim that he divorced her? But didn't Rav Hamnuna say with regard to a woman

who said to her husband: You divorced me, she is deemed credible, as there is a presumption that a woman is not insolent in the presence of her husband? The Gemara answers: This statement that she is not insolent applies only in a case where there are no witnesses who are supporting her; however, in a case where there are witnesses who are supporting her, she would certainly be insolent.

160 Rav Asi explained the difference between the two cases in Rabbi Yoḥanan's statement and said that it is a case where the witnesses say: He died now, or: He divorced her now. With regard to the husband's death, there is no way to immediately clarify whether or not he is dead. With regard to divorce there is a way to immediately clarify whether or not he divorced her, as we say to the woman: If it is so that this is what happened, show us your bill of divorce. Since the testimony was that the divorce was now, it is not feasible that she lost the bill of divorce. If she fails to produce the bill of divorce, the witnesses that testify that she is divorced are apparently false witnesses. Therefore, even if she remarried she must leave her husband.

161 § The Sages taught: In a case where two witnesses say: This woman was betrothed, and two witnesses say: She was not betrothed, this woman may not marry another, and if she remarried, she need not leave her husband. In a case where two witnesses say: This woman was divorced, and two witnesses say: She was not divorced, this woman may not remarry. And if she remarried, she must leave her husband.

162 The Gemara asks: What is different in the first clause of the baraita with regard to betrothal, where, if she married another, she need not leave her husband; and what is different in the second clause with regard to divorce, where, if she remarried, she must leave her husband?

163 Abaye said: Interpret the baraita in a case in which each testimony was given by one witness. If one witness says: She was betrothed, and one witness says: She was not betrothed, they are both testifying that she was unmarried. And that witness who says that she was betrothed is one witness, and the statement of one witness has no validity in a place where there are two witnesses.

164 In the latter clause, if one witness says: She was divorced, and one witness says: She was not divorced, they are both testifying that she was a married woman. And that witness who says that she was divorced is one witness, and the statement of one witness has no validity in a place where there are two witnesses. Therefore, even if she remarried she must leave her husband.

165 Rav Ashi said: Actually it is a case where there are two witnesses testifying that she is betrothed and divorced, and two testifying that she is not betrothed and divorced. And in order to explain the difference between the first and latter clauses, reverse the two rulings. In the first clause, if two witnesses say: We saw her that she was betrothed, and two witnesses say: We did not see her that she was betrothed, this woman may not marry, and if she marries she must leave her husband.

166 The Gemara asks: In that case, it is obvious that she must leave her husband, as testimony that we did not see her is not effective proof. The Gemara answers: No, it is necessary to teach this halakha in a case where the woman and the witnesses reside in one courtyard. Lest you say: If it is so that she was betrothed, the matter generates publicity, and the fact that the neighbors did not see that she was betrothed indicates that she was not, therefore the baraita teaches us that people are prone to betroth a woman in private, with even their neighbors unaware of the betrothal.

167 In the latter clause of the baraita, if two witnesses say: We saw her that she was divorced, and two witnesses say: We did not see her that she was divorced, this woman may not remarry, and if she

remarries, she need not leave her husband. The Gemara asks: What is the baraita teaching us? In this case, too, the fact that the witnesses did not see the divorce proves nothing. The Gemara answers: It teaches that although the witnesses and the woman live in one courtyard and presumably the witnesses would know if she was divorced, their testimony proves nothing. The Gemara asks: This is identical to that novel element taught in the first clause, that neighbors are not necessarily aware of what transpires elsewhere in the courtyard.

168 The Gemara explains that there is a novel element in this halakha. Lest you say that it is with regard to betrothal that people are prone to betroth a woman in private; however, with regard to divorce, if it is so that she was divorced, it would generate publicity, as divorce is typically the culmination of a period of incompatibility that is often public. Therefore, the latter clause teaches us that people are prone to both betroth and divorce in private. Consequently, the fact that the witnesses did not see that she was betrothed and divorced proves nothing.

169 § We learned in the mishna: And if the witnesses came after she married, this woman need not leave her husband. Two cases were cited in the mishna, one with regard to a divorcée and one with regard to a woman taken captive, and to which of these cases this halakha is referring is a matter of dispute. Rabbi Oshaya taught this halakha in reference to the first clause of the mishna, where the woman claims that she was divorced. Rabba bar Avin taught this halakha in reference to the latter clause of the mishna, where the woman claims that she was taken captive and remained pure.

170 The Gemara notes: The one who taught this halakha in reference to the first clause of the mishna, all the more so would he teach it in reference to the latter clause of the mishna, as, in general, with regard to the status of a captive woman, the Sages were lenient, because the prohibition is the result of suspicion and uncertainty as far as what transpired during her period of captivity. And with regard to the one who taught this halakha in reference to the latter clause of the mishna, however, in reference to the first clause of the mishna, no, he would not necessarily teach this halakha.

171 The Gemara explains: Let us say it is with regard to the presumption of Rav Hamnuna that these amora’im disagree. The one who taught this halakha in reference to the first clause of the mishna and maintains that if the witnesses came after she married, this woman need not leave her husband, he holds in accordance with the presumption of Rav Hamnuna, who said that a woman is not insolent in the presence of her husband, and therefore her claim that she was divorced is accepted. And the one who taught this halakha in reference to the latter clause of the mishna and rules that the woman taken captive need not leave her husband the priest, while the woman who claims that she was divorced must leave her husband, he does not hold in accordance with the presumption of Rav Hamnuna.

172 The Gemara rejects that explanation: No, actually everyone holds in accordance with the presumption of Rav Hamnuna, and here it is with regard to this that they disagree, as one Sage, who holds that the woman who claims that she was divorced must leave her husband, maintains that when the presumption of Rav Hamnuna was stated, it was stated specifically in a case where she was in his presence; however, when she is not in his presence, she is insolent. And one Sage, who holds that the woman who claims that she was divorced need not leave her husband, maintains that when not in his presence she is also not insolent. Therefore, her claim that she was divorced is accepted.

173 § We learned in the mishna: And if the witnesses came after she married, this woman need not leave her husband. The father of Shmuel said: Married does not mean actually married; rather, once the court permitted her to marry, although she has not yet married, she need not leave her husband.

The Gemara asks: But doesn’t the tanna teach: She need not leave, meaning that she need not leave her husband? The Gemara explains: That phrase in this context means that even if witnesses come, she does not emerge from her initial permitted status.

174 The Sages taught that if she said: I was taken captive but I am pure, and I have witnesses who were with me throughout captivity who can testify that I am pure, the court does not say: We will wait until those witnesses come. Rather, the court permits her to marry a priest immediately. If the court permitted her to marry a priest, and witnesses came thereafter and said: We do not know whether or not she remained pure, this woman need not leave her husband, as she was already permitted to marry a priest on the basis of her original statement. And if witnesses that she was violated came and testified, even if she has several children, she must leave the priest to whom she is married.

175 The Gemara relates: There were these captive women who came to Neharde’a with their captors so that the local residents would redeem them. Shmuel’s father posted guards with them to ensure that they would not enter into seclusion with gentiles. Shmuel said to him: Until now who guarded them? If there is concern about their status, it should be with regard to the possibility that they engaged in intercourse while in captivity before they were brought to Neharde’a. He said to Shmuel: If they were your daughters, would you treat them with contempt to that extent? They are no longer captives and deserve to be treated like any Jewish woman of unflawed lineage.

176 The statement by the father of Shmuel was “Like an error that emerges from before the ruler” (Ecclesiastes 10:5), and it was realized. The daughters of Master Shmuel were taken captive, and their captors took them up to Eretz Yisrael and sought to sell them or ransom them. Shmuel’s daughters left their captors standing outside, so that they would not come before the court, and the women entered the study hall of Rabbi Ḥanina. This daughter said: I was taken captive, and I am pure, and that daughter said: I was taken captive, and I am pure, and the court permitted them to marry into the priesthood.

177 Ultimately, their captors came and entered, and it was clear that they were the captors of Shmuel’s daughters. However, since the daughters made their claim first and the court permitted them to marry into the priesthood, this remained permitted to them. This is based on the halakha that if witnesses subsequently arrive, her initial permitted status need not be revoked. Rabbi Ḥanina said: It is clear from their actions that they are the daughters of great halakhic authorities, as they knew how to conduct themselves in order to retain their presumptive status of purity. The Gemara relates: Ultimately, the matter became clear, that they were the daughters of Master Shmuel.

178 Rabbi Ḥanina said to Rav Shemen bar Abba, who was a priest: Go out and tend to your relatives, the daughters of Shmuel who were taken captive, and marry one of them. Rav Shemen said to Rabbi Ḥanina: But aren’t there witnesses in a country overseas who knew before the daughters appeared in court that they were taken captive? Rabbi Ḥanina said to him: Now, in any event, those witnesses are not before us. He then cited an adage: There are witnesses in the north [astan] side, i.e., in a distant place, and will the woman be forbidden? The Gemara infers from Rabbi Ḥanina’s statement: The reason that their testimony may be ignored is because the witnesses did not come to court. However, were the witnesses to come to court, Shmuel’s daughters would be forbidden to priests.

179 The Gemara asks: But didn’t Shmuel’s father say: Once the court permitted a woman to marry, even if she has not yet married, she remains permitted? Rav Ashi said: The discussion between Rabbi

Ḥanina and Rav Shemen was stated with regard to witnesses who witnessed their violation. In that case, were the witnesses to come to court and testify, even if she has several children, she must leave the priest to whom she is married.

180 MISHNA: In a case where witnesses testify that there are two women who were taken captive, and this woman says: I was taken captive but I am pure, and that woman says: I was taken captive but I am pure, they are not deemed credible. And when this woman testifies about that woman that she is pure and vice versa, they are deemed credible.

181 GEMARA: The Sages taught in the Tosefta (2:2): If one of the women says: I am tainted and my counterpart is pure, she is deemed credible on both counts. If she says: I am pure and my counterpart is tainted, she is not deemed credible with regard to herself nor with regard to her counterpart. If she says: I and my counterpart are both tainted, she is deemed credible with regard to herself but she is not deemed credible with regard to her counterpart. If she says: I and my counterpart are both pure, she is deemed credible with regard to her counterpart but she is not deemed credible with regard to herself.

182 The Master said in the baraita that if she says: I am pure and my counterpart is tainted, she is not deemed credible. The Gemara asks: What are the circumstances? If there are no witnesses that she was taken captive, why is she not deemed credible with regard to herself? If she is saying: I was taken captive and I am pure, she is deemed credible based on the principle that the mouth that prohibited is the mouth that permitted. Rather, it is obvious that there are witnesses that she was taken captive.

183 The Gemara asks: If so, say the middle clause of the baraita: If she says: I and my counterpart are both tainted, she is deemed credible with regard to herself but she is not deemed credible with regard to her counterpart. And if there are witnesses, why is she not deemed credible with regard to her counterpart? Once there is testimony that she was taken captive, she no longer has the presumptive status of purity. Rather, it is obvious that there are no witnesses that she was taken captive, and therefore her presumptive status of purity is intact.

184 The Gemara asks: If so, say the last clause of the baraita: If she says: I and my counterpart are both pure, she is deemed credible with regard to her counterpart but she is not deemed credible with regard to herself. And if there are no witnesses that they were taken captive, why is she not deemed credible with regard to herself? Rather, it is obvious that there are witnesses.

185 The Gemara asks: Is that to say that the baraita is formulated in an unusual fashion, with the first clause and the last clause pertaining to cases where there are witnesses, and the middle clause pertaining to a case where there are no witnesses? Abaye said: Yes, the first clause and the last clause pertain to cases where there are witnesses, and the middle clause pertains to a case where there are no witnesses.

186 Rav Pappa said: The baraita in its entirety can be explained in a case where there are witnesses, and there is one witness who is testifying to the reverse of the woman’s claim. If the woman said: I am tainted and my counterpart is pure, and one witness said to her: You are pure and your counterpart is tainted, although the witness testified that she was pure, because she admitted that she was tainted she rendered herself an entity of prohibition. Her counterpart is permitted on the basis of her claim, which is accepted despite being contradicted by the witness.

187 If the woman said: I am pure and my counterpart is tainted, and one witness said to her: You are tainted and your counterpart is pure, then with regard to her, since there are witnesses testifying that she was taken captive, it is not in her power to permit herself on the basis of her claim. However, her counterpart is permitted on the basis of the testimony of the witness.

188 If the woman said: I and my counterpart are both tainted, and one witness said to her: You and your friend are both pure, she rendered herself an entity of prohibition. However, her counterpart is permitted on the basis of the testimony of the witness. The Gemara asks: Why do I need this additional case? This is identical to that which was taught in the in the first clause. The principles governing the first two cases, i.e., she claims that she is tainted and thereby renders herself as an entity of prohibition, and her counterpart is permitted by the testimony of one witness even if that testimony is contradicted, also apply in this case.

189 The Gemara answers: Lest you say that in this case, both of them are deemed untainted in accordance with the testimony of the witness, and the fact that she said that they are both tainted was because she was acting with the intention termed: “Let me die with the Philistines” (Judges 16:30), i.e., she was willing to implicate herself in order to bolster her credibility so that her testimony against her counterpart would be accepted, the tanna therefore teaches us that this is not a consideration.

190 If the woman said: I and my counterpart are both pure, and one witness said to her: You and your counterpart are both tainted, with regard to her, since there are witnesses testifying that she was taken captive, it is not in her power to permit herself on the basis of her claim. However, her counterpart is permitted on the basis of her claim. The Gemara asks: Why do I need this additional case? This is identical to that which was taught in the first part of the first clause. The principles governing the first two cases, i.e., her claim that she is pure is not accepted when the fact that she was taken captive was established by witnesses, and her counterpart is permitted on the basis of her claim even if that claim is contradicted, also apply in this case.

191 The Gemara answers: Lest you say that when is she deemed credible to permit her counterpart, it is only in a case where she rendered herself unfit to marry a priest, but in a case where she rendered herself fit, say that she is not deemed credible with regard to her counterpart; the tanna therefore teaches us that each segment of the testimony is assessed independently, based on the criteria taught in the first clause.

192 MISHNA: And likewise, with regard to two men whose lineage is unknown, and this man says: I am a priest, and that man says: I am a priest, they are not deemed credible. And when this man testifies about that man that he is a priest and vice versa, they are deemed credible. Rabbi Yehuda says: One does not elevate a man to priesthood on the basis of one witness. Two witnesses are required for that purpose. Rabbi Elazar says: When is that the ruling? In a case where there are challengers to his claim that he is a priest. However, in a case where there are no challengers, one elevates a man to priesthood on the basis of one witness. Rabban Shimon ben Gamliel says in the name of Rabbi Shimon, son of the deputy High Priest: One elevates a man to priesthood on the basis of one witness.

193 GEMARA: The Gemara asks: Why do I need all these different cases cited in the mishnayot in this chapter? Aren’t they all based on the principle: The mouth that prohibited is the mouth that permitted? The Gemara answers: These cases are all necessary, as, if the tanna had taught only the

case where Rabbi Yehoshua concedes, in a case where one says to another: This field, which is currently in my possession, belonged to your father, and I purchased it from him, then one might have thought that his claim is deemed credible due to the fact that there is financial significance [derara] in his contention that it belonged to the other's father, and he would not have made that claim if it were not true. However, in the case of witnesses authenticating their signatures, where there is no financial significance for them in their testimony, say no, their claim is not accepted.

194 And if the tanna taught only the case of witnesses, one might have thought that their claim is deemed credible due to the fact that their testimony is relevant to others. However, with regard to him, whose testimony is relevant to himself, as he claims that he purchased the field from the other's father,

195 say no, his claim is not accepted.

196 And if the tanna taught us these two cases, one might have thought that the claim is deemed credible due to the fact that the cases involve monetary matters; however, in the case of a married woman who claims that she was divorced, which is a ritual matter, say no, she is not deemed credible. Therefore, it was necessary for the tanna to teach us all three cases.

197 The Gemara asks: With regard to the case where one says: I was taken captive and I am pure, why do I need the tanna to teach that case? There is no novel element in that ruling, as it is merely another application of the same principle. The Gemara answers: The tanna taught that case due to the fact that the tanna sought to teach based on it: And if the witnesses came after she married, this woman need not leave her husband.

198 The Gemara asks: This works out well according to the one who teaches this halakha in reference to the latter clause of the mishna with regard to a woman taken captive. However, according to the one who taught this halakha in reference to the first clause of the mishna, with regard to a woman who claimed that she was married and divorced, what is there to say? According to that opinion, the ruling with regard to a woman taken captive who claims that she remained pure is superfluous. If a woman is deemed credible in the case where the concern is that she is a married woman, she is all the more so deemed credible when the concern pertains to a less severe prohibition, that of a woman who was violated in captivity marrying a priest. The Gemara answers: The tanna taught the superfluous halakha that a woman claiming that she was taken captive and remained pure is deemed credible as an introduction, due to the fact that he sought to subsequently teach the case of two women who were taken captive.

199 The Gemara asks: And why do I need the tanna to teach the case of two women who were taken captive? What novel element is introduced in that case that did not exist in the case of one woman? The Gemara answers: Lest you say: Let us be concerned for collusion between the women, that each would testify for the benefit of the other, the tanna therefore teaches us that this is not a concern.

200 The Gemara asks: And why do I need the tanna to teach the following case: And likewise two men, each testifying that the other is a priest? He already taught that if two women each testify that the other is pure, they are deemed credible. The Gemara answers: The tanna taught the superfluous halakha with regard to two men as an introduction, due to the fact that he sought to subsequently teach the dispute between Rabbi Yehuda and the Rabbis, concerning whether or not the testimony of a single witness is deemed credible to establish another's presumptive status as a priest.

[201] § The Gemara elaborates: The Rabbis taught in a baraita: In the case of two men, each of whom says: I am a priest and my counterpart is a priest, each is deemed credible with regard to enabling his counterpart to partake of teruma. But he is not deemed credible with regard to establishing his presumptive status as a priest of unflawed lineage for the purpose of his marrying a woman until there are three people, the two claiming to be priests and an additional witness, so that there are two witnesses testifying with regard to the status of this person and two witnesses testifying with regard to the status of that person. Rabbi Yehuda says: Each is not deemed credible even with regard to enabling his counterpart to partake of teruma until there are three men, so that there are two witnesses testifying with regard to this person and two witnesses testifying with regard to that person.

[202] The Gemara asks: Is that to say that Rabbi Yehuda is concerned for collusion between them, and the Rabbis are not concerned for collusion? But didn't we learn that they said the opposite? As we learned in a mishna: In a case where there were donkey drivers who entered a city, and one of them said: My produce is new from this year's crop, and it is not yet completely dry and therefore of lower quality, and the produce of my counterpart is old and dry and therefore more durable; or if he said: My produce is not tithed and the produce of my counterpart is tithed, he is not deemed credible. Presumably, there is collusion between the two merchants. In this city, one denigrates the quality of his own produce, enhancing his credibility, while praising the quality of the produce of his counterpart; and his counterpart says the same in the next city that they enter. And Rabbi Yehuda says: He is deemed credible, as apparently he is not concerned for collusion between the merchants.

[203] Rav Adda bar Ahava said that Rav said: The attribution of the opinions is reversed in one of the mishnayot, so that the opinions of the tanna'im are consistent in both the case of the priests and the case of the donkey drivers. Abaye said: Actually, do not reverse the attribution, and the fact that Rabbi Yehuda accepts the claim of the donkey driver is because with regard to doubtfully tithed produce [demai] the Sages were lenient, because most amei ha'aretz tithe their produce. The ordinance of the Sages classifying produce purchased from an am ha'aretz as doubtfully tithed produce and requiring its tithing is based on a far-fetched concern. Therefore, testimony of any sort is sufficient to permit its consumption. However, as a rule, Rabbi Yehuda is concerned about collusion.

[204] Rava said: Is that to say that the contradiction between one statement of Rabbi Yehuda and another statement of Rabbi Yehuda is difficult, but the contradiction between one statement of the Rabbis and another statement of the Rabbis is not difficult? Clearly, the contradiction between the rulings of the Rabbis in the respective mishnayot is difficult. Rather, the contradiction between one statement of Rabbi Yehuda and another statement of Rabbi Yehuda is not difficult, as we explained above that Rabbi Yehuda was lenient with regard to doubtfully tithed produce. The contradiction between one statement of the Rabbis and another statement of the Rabbis is also not difficult. Fundamentally, the Rabbis are not concerned for collusion between the two parties. However, in the case of donkey drivers they are concerned, as Rabbi Ḥama bar Ukva said in another context that it is referring to a case where one has the tools of his trade in his hand.

[205] Here too, it is referring to a case where the second donkey driver comes with the tools of his trade in his hand, clearly indicating that he too came to sell his produce. Therefore, when the other driver praises his produce, there is room for concern that there was collusion and that in the next city

their roles will be reversed. However, when there is no proof of collusion, the Rabbis were not concerned.

206 The Gemara asks: And where is the solution of Rabbi Ḥama bar Ukva stated? It is stated concerning that which we learned in a mishna (Teharot 7:1): In the case of a potter who fashioned his vessels in ritual purity, and abandoned his pots, and descended to drink water from the river, there is concern that in his absence ritually impure people came into contact with his pots. The inner pots are pure, and the outer pots are impure.

207 The Gemara asks: But isn't it taught in a baraita: Both these inner pots and those outer pots are ritually impure? Rabbi Ḥama bar Ukva said: That baraita is referring to a case where the tools of the potter's trade are in his hand, indicating that he intends to sell his pots. Since all potential buyers touch pots when examining them before purchase, the concern is that among those people there is one who is ritually impure.

208 The Gemara asks: But isn't it taught in another baraita: Both these inner pots and those outer pots are ritually pure? Rabbi Ḥama bar Ukva said: That baraita is referring to a case where the tools of the potter's trade are not in his hand, indicating that he does not intend to sell his pots. Therefore, strangers will not touch them at all.

209 The Gemara asks: But if so, the ruling in the mishna: The inner pots are pure and the outer pots are impure, under what circumstances can this case be found? When the tools of the potter's trade are in his hand, all the vessels are impure, and when the tools of the potter's trade are not in his hand, all the vessels are pure.

210 The Gemara answers: The tanna of the mishna is referring to a case where the tools of the potter's trade are not in his hand. However, he leaves his pots adjacent to the public domain, and in an area demarcated from the public domain due to the stakes or other objects that are placed on the sides of the public domain to distance passersby from the walls of the private domain, and due to crowding, people will be pushed to the sides and inadvertently render the outer pots impure. They do not pass close to the inner pots and will not touch the pots to examine them, because they are not for sale.

211 The Gemara proceeds to cite an additional resolution to the contradiction between the opinions of Rabbi Yehuda and the Rabbis, with regard to collusion in terms of the presumptive status of priests and in terms of produce merchants. And if you wish, say instead that the dispute between Rabbi Yehuda and the Rabbis in the matter of presumptive priestly status is unrelated to collusion. Rather, it is with regard to whether one elevates one who eats teruma to the presumptive status of priesthood for the purpose of lineage that they disagree. Rabbi Yehuda holds that one elevates from teruma to lineage and therefore requires full-fledged testimony by two witnesses to enable the person to partake of teruma. The Rabbis maintain that one does not elevate from teruma to lineage, and each matter is considered separately. For the purpose of partaking of teruma, any testimony is sufficient; for the purpose of lineage, full-fledged testimony by two witnesses is required.

212 § A dilemma was raised before the Sages: What is the halakha with regard to elevating from documents indicating that one is a priest, to priestly lineage? The Gemara asks: What are the circumstances? If you say that it is written in the document: I, so-and-so, a priest, signed as a witness, in that case who is testifying about him that he is a priest? He is the only source asserting his priesthood.

213 The Gemara answers: No, this halakha is necessary in a case where it is written in the document: I, so-and-so, a priest, borrowed one hundred dinars from so-and-so, and witnesses signed the document, what is the halakha? Do the witnesses testify only concerning the loan of one hundred dinars in the document? Or, perhaps they testify concerning the entire matter and confirm with their signatures that every detail written in the document is true, including the fact that the borrower is a priest. With regard to the halakhic ruling, there is a dispute between Rav Huna and Rav Ḥisda. One said: One elevates from documents to priestly lineage, and one said: One does not elevate.

214 A dilemma was raised before the Sages: What is the halakha with regard to elevating from the lifting of hands for the Priestly Benediction to priestly lineage? Is the presumptive status of a person who recites the Priestly Benediction in the synagogue that of a priest in terms of lineage as well? The Gemara notes: Raise the dilemma according to the one who said: One elevates from teruma to lineage; and raise the dilemma according to the one who said: One does not elevate from teruma to lineage.

215 The Gemara notes: Raise the dilemma according to the one who said: One elevates from teruma to lineage. In his opinion, perhaps this applies only to teruma, where a non-priest who partakes of teruma performs a transgression whose punishment is death at the hand of Heaven. One would not partake of teruma and risk that punishment if he were not a priest. However, with regard to the Priestly Benediction, where a non-priest who recites it violates a prohibition stated as a positive mitzva, no, one cannot be certain that one would not recite the blessing if he were not a priest. Therefore, one does not elevate from the lifting of hands to priestly lineage. Or, perhaps there is no difference, and in both cases because there is a transgression involved one can assume that he would not risk performing a transgression were he not a priest.

216 Raise the dilemma according to the one who said: One does not elevate from teruma to lineage. In his opinion, perhaps this applies only to teruma that is eaten in private. Therefore, a non-priest might partake of teruma when he believes that no one is watching. However, with regard to the lifting of hands, which is recited in public [parhesya], if one is not a priest, he would not be insolent to the extent that he would comport himself like a priest in public. Therefore, although partaking of teruma is not a clear indicator that he is a priest, reciting the Priestly Benediction is a clear indicator. Or perhaps, there is no difference, and due to the concern lest a non-priest partake of teruma in private and recite the Priestly Benediction in public, neither action can facilitate elevating the person to the presumptive status of a priest in terms of lineage.

217 There is a dispute with regard to the halakhic ruling between Rav Ḥisda and Rabbi Avina. One said: One elevates from the Priestly Benediction to lineage, and one said: One does not elevate. Rav Naḥman bar Yitzḥak said to Rava: What is the halakha with regard to elevating from the lifting of hands to lineage? Rava said to him: There is a dispute between Rav Ḥisda and Rabbi Avina.

218 Rav Naḥman bar Yitzḥak asked Rava: What is the halakha? Rava said to him: I know and base the halakhic ruling on a baraita, as it is taught in a baraita that Rabbi Yosei says: Great is the legal authority of presumptive status, as one may rely upon it in determining halakhic practice, as it is stated: “And of the children of the priests: The children of Habaiah, the children of Hakkoz, the children of Barzillai, who took a wife of the daughters of Barzillai the Gileadite, and was called after their name. These sought their register of the genealogy, but it was not found; therefore were they deemed tainted and put from the priesthood. And the Tirshatha said unto them that they should not

partake of the most sacred items, until there stood up a priest with Urim VeTummim” (Ezra 2:61–63).

219 Rabbi Yosei explains: Nehemiah said to the priests whose status was uncertain: You maintain your presumptive status. Of what did you partake in the Babylonian exile? It was the consecrated items eaten in the outlying areas, i.e., teruma. Here too, you may continue to partake of the consecrated items eaten in the outlying areas, but you may not partake of offerings, with regard to which you have no presumptive status of priesthood. The Gemara asks: And if it enters your mind to say that one elevates from the lifting of hands to lineage, they will come to elevate those priests whose status was uncertain to priestly status in terms of lineage, since they lifted their hands and recited the Priestly Benediction in exile.

220 The Gemara answers: Here it is different. There was no concern lest they elevate them to lineage because their presumptive status was undermined by the fact that they did not partake of offerings like the other priests. As, if you do not say that one relies on the fact that their status was undermined, according to the one who said: One elevates from teruma to lineage, since they partake of teruma, there should be concern lest they come to elevate them to lineage. Rather, is the reason that this is not a concern not due to the fact their presumptive status was undermined, and it is clear to all that there is uncertainty with regard to their status as priests? However, one may not infer from the time of Nehemiah to a time when all priests eat teruma and recite the Priestly Benediction, and there is no factor that indicates that they are anything less than full-fledged priests. Perhaps, then, one elevates from teruma and from the lifting of hands to lineage.

221 The Gemara asks: And what, then, is the meaning of: Great is the legal authority of presumptive status? This is a standard case of presumptive status, as the practice of the priests remained as it was. There is nothing novel in the application of the principle of presumptive status in this case. The Gemara answers: Initially, in the Babylonian exile, they would partake of teruma taken from produce obligated by rabbinic law. Now, upon their return to Eretz Yisrael, they partake of teruma taken from produce obligated by Torah law: Grain, wine, and oil, based on their presumptive status.

222 And if you wish, say instead: Now too, upon their return to Eretz Yisrael, they partake of teruma taken from produce obligated by rabbinic law. However, of teruma taken from produce obligated by Torah law they may not partake. And when we elevate from teruma to lineage, this is only with regard to one who partakes of teruma by Torah law. However, in the case of one who partakes of teruma by rabbinic law, we do not elevate him to priestly lineage. The Gemara asks: And what, then, is the meaning of: Great is the legal authority of presumptive status? The Gemara answers: It means that although there is reason to issue a decree in Eretz Yisrael prohibiting consumption of teruma by rabbinic law, due to teruma that is forbidden by Torah law, we do not issue that decree because: Great is the legal authority of presumptive status.

223 The Gemara asks: And did they in fact not partake of teruma by Torah law? But isn’t it written: “That they should not partake of the most sacred items [kodesh hakodashim]” (Ezra 2:63), from which it may be inferred: It is of the most sacred items, i.e., offerings, that they did not partake; of teruma by Torah law, they did partake.

224 The Gemara answers that this is what the verse is saying: Neither did they partake of items called kodesh, as it is written: “And no common man may eat of kodesh” (Leviticus 22:10), referring to teruma, nor did they partake of items called kodashim, as it is written: “And if a priest’s daughter be

married to a common man, she shall not eat of terumat hakodashim” (Leviticus 22:12). The Master said that this means: Of that which is set aside from the offerings [kodashim] to the priests, i.e., the loaves of the thanks-offering and the breast and the shoulder, they may not partake. According to neither explanation can any proof be cited from the baraita as to whether or not one elevates from teruma or from the Priestly Benediction to lineage.

225 The Gemara suggests: Come and hear proof from a baraita: Presumptive status for priesthood is established by the lifting of hands in Babylonia; by partaking of ḥalla in Syria; and by distributing priestly gifts, i.e., the foreleg, the jaw, and the maw, in the cities. In any event, the tanna teaches that the lifting of hands establishes the presumptive status of priesthood. The Gemara asks: What, does it not establish presumptive status for lineage? The Gemara answers: No, it establishes presumptive status for teruma.

226 The Gemara asks: But isn’t lifting of hands taught parallel to partaking of ḥalla? Just as with regard to partaking of ḥalla the tanna teaches that it establishes presumptive status for lineage, so too with regard to the lifting of hands the tanna teaches that it establishes presumptive status for lineage. The Gemara answers: No, partaking of ḥalla itself establishes presumptive status only for teruma and not for lineage. This tanna holds that today the obligation to separate ḥalla from dough is by rabbinic law and the obligation to separate teruma is by Torah law. The tanna teaches that we elevate from ḥalla, which is an obligation by rabbinic law, to teruma, which is by Torah law. And this explanation is in accordance with the opinion of Rav Huna, son of Rav Yehoshua, cited below, who reversed the opinion of the Rabbis and posited that ḥalla today is an obligation by rabbinic law.

227 The Gemara suggests: Come and hear proof from a baraita: Presumptive status for priesthood is established in Eretz Yisrael by the lifting of hands and distribution of teruma at the threshing floors. And in Syria and everyplace outside Eretz Yisrael that emissaries informing residents of the Diaspora of sanctification of the New Moon arrive, the lifting of hands constitutes proof of presumptive status for priesthood, as the court would investigate the lineage of everyone who recited the Priestly Benediction. But distribution of teruma at the threshing floors does not constitute proof of that status. Since there is no obligation of teruma by Torah law, the courts were not as resolute in examining the lineage of those to whom teruma was distributed.

228 And the status in Babylonia is like that in Syria, as there, too, there are permanent courts that examine the lineage of those reciting the Priestly Benediction. Rabban Shimon ben Gamliel says: Even Alexandria of Egypt initially had the same status as Syria, due to the fact that there was a permanent court there ensuring that the lifting of hands was performed only by a priest.

229 In any event, the tanna teaches that the lifting of hands establishes the presumptive status of priesthood. The Gemara asks: What, does it not establish presumptive status for lineage? The Gemara answers: No, the lifting of hands establishes presumptive status for ḥalla. The Gemara asks: But isn’t the halakha of lifting of hands taught parallel to the halakha of distribution of teruma at the threshing floors? Just as distribution of teruma at the threshing floors in Eretz Yisrael establishes presumptive status for lineage, so too, the lifting of hands establishes presumptive status for lineage. The Gemara answers: No, distribution of teruma at the threshing floors establishes presumptive status only for ḥalla but not for lineage. This tanna holds that today the obligation to separate teruma is by rabbinic law, and ḥalla is by Torah law. The tanna teaches that we elevate from teruma, which is an obligation by rabbinic law, to ḥalla, which is by Torah law.

[230] And the dispute with regard to the legal status of teruma and ḥalla today is as in the incident where Rav Huna, son of Rav Yehoshua, found that this is the opinion of the Rabbis, as Rav Huna, son of Rav Yehoshua, said: I found the Sages in the study hall of Rav, who were sitting and saying: Even according to the one who said that teruma today is an obligation by rabbinic law, the obligation to separate ḥalla is by Torah law, as during the seven years that the Israelites conquered the land of Canaan led by Joshua and during the seven years that they divided the land, they were obligated in ḥalla but were not obligated in teruma. Today, too, although there is no obligation to take teruma in Eretz Yisrael by Torah law, the obligation to separate ḥalla is by Torah law.

[231] And I said to them: On the contrary, even according to the one who said that teruma today is an obligation by Torah law, the obligation to separate ḥalla is by rabbinic law, as it is taught in a baraita with regard to the verse concerning ḥalla: "When you come into the land…from the first of your dough you should separate teruma" (Numbers 15:18–19). If the obligation is when you come, one might have thought that it took effect from the moment that two or three spies entered the land, therefore the verse states: "When you come," from which it is derived that God is saying: I said that the obligation takes effect with the coming of all of you and not with the coming of some of you. Separating ḥalla is an obligation by Torah law only when the entire Jewish people comes to Eretz Yisrael, and when Ezra took them up to Eretz Yisrael at the beginning of the Second Temple period,

[232] not all of them ascended. Since the majority of the people did not come to the land, separating ḥalla was not restored to the status of an obligation by Torah law.

[233] The Gemara cites proof from another baraita to resolve the dilemma. Come and hear: The presumptive status for priesthood is established by Lifting of the Hands for the Priestly Benediction, and by distribution of teruma at the threshing floors, and by testimony. The Gemara asks: Does testimony merely establish presumptive status? Testimony provides absolute proof of his status, not merely a presumption. Rather is it not that this is what the tanna is saying: Lifting of the Hands is like testimony, just as testimony that one is a priest elevates him to the priesthood for lineage, so too Lifting of the Hands establishes presumptive status for lineage. The Gemara answers: No, when the tanna is referring to testimony, he is stating that the legal status of testimony that is based on presumptive status is like that of presumptive status itself.

[234] As in the incident involving a certain man who came before Rabbi Ami and said to him: That man established presumptive status before me that he is a priest. Rabbi Ami said to him: What did you see that led you to that conclusion? He said to Rabbi Ami: I saw that he was called to the Torah and read first in the synagogue. Rabbi Ami asked him: Did he read first based on the presumptive status that he is a priest, or was it based on the presumptive status that he is a great man? The custom was that a priest would be called to the Torah first, unless there was a prominent Torah scholar among the worshippers. He said to Rabbi Ami: He read the Torah as a priest, as after him a Levite read the Torah. A Levite is called to the Torah second only when a priest is called first. And Rabbi Ami elevated him to the priesthood, on the basis of his statement.

[235] The Gemara relates an incident involving a certain man who came before Rabbi Yehoshua ben Levi and said to Rabbi Yehoshua ben Levi: That man established the presumptive status before me that he is a Levite. Rabbi Yehoshua ben Levi said to him: What did you see that led you to that conclusion? He said to Rabbi Yehoshua ben Levi: I saw that he was called to the Torah and that he read second in the synagogue. Rabbi Yehoshua ben Levi asked him: Did he read second based on the

presumptive status that he is a Levite, or was it based on the presumptive status that he is a great man? When there is no priest in the synagogue, people in the synagogue are called to the Torah in order of their prominence. Perhaps he was the second most prominent man in the synagogue. He said to Rabbi Yehoshua ben Levi: I am certain that he is a Levite, as a priest read the Torah before him. And Rabbi Yehoshua ben Levi elevated him to Levite status, based on his statement.

[236] The Gemara relates another incident involving a certain man who came before Reish Lakish and said to Reish Lakish: That man established the presumptive status before me that he is a priest. Reish Lakish said to him: What did you see that led you to that conclusion? He said to Reish Lakish: I saw that he was called to the Torah and read first in the synagogue. Reish Lakish, based on his opinion that one's presumptive status as a priest can be established only on the basis of his receiving teruma, said to him: Did you see that he received a share of teruma at the threshing floor? Rabbi Elazar said to Reish Lakish: And if there is no threshing floor there, does the priesthood cease to exist? The testimony that he read from the Torah first is sufficient.

[237] On another occasion Rabbi Elazar and Reish Lakish sat before Rabbi Yoḥanan. A matter similar to that incident, where one testified that another is a priest based on his reading the Torah first, came before Rabbi Yoḥanan. Reish Lakish said to the person who testified: Did you see that he received a share of teruma at the threshing floor? Rabbi Yoḥanan said to Reish Lakish: And if there is no threshing floor there, does the priesthood cease to exist? The Gemara relates that Reish Lakish turned and looked at Rabbi Elazar harshly, as he understood that on the previous occasion, Rabbi Elazar was citing verbatim a ruling that he heard from Rabbi Yoḥanan. Reish Lakish said to Rabbi Elazar: You heard a statement of bar Nappaḥa, the son of a blacksmith, an epithet for Rabbi Yoḥanan, and you did not say it to us in his name? Had you done so, I would have accepted it from you then.

[238] The Gemara relates with regard to Rabbi Yehuda HaNasi and Rabbi Ḥiyya that one elevated a son to priesthood on the basis of the statement of his father, and one elevated a brother to the Levite status on the basis of the statement of his brother. It is unclear which of the Sages ruled in which case.

[239] The Gemara notes: It may be concluded that Rabbi Yehuda HaNasi is the one who elevated a son to priesthood on the basis of the statement of his father, as it is taught in a baraita that if one came and said: This is my son and he is a priest, his statement is deemed credible to enable his son to partake of teruma, but it is not deemed credible to marry a woman of superior lineage to him, as his testimony is not deemed credible for the purposes of lineage; this is the statement of Rabbi Yehuda HaNasi. Rabbi Ḥiyya said to him: If you deem the father credible to enable his son to partake of teruma, deem him credible to marry a woman to his son. And if you do not deem him credible to marry a woman to him, do not deem him credible to enable his son to partake of teruma.

[240] Rabbi Yehuda HaNasi said to him: I deem him credible to enable his son to partake of teruma, as it is within his purview to feed his son teruma, and one is deemed credible with regard to matters that are within his purview. But I do not deem him credible to marry a woman to his son, as it is not within his purview to marry a woman to his son, and therefore his testimony is not accepted. The Gemara determines: Indeed, it may be concluded that it is Rabbi Yehuda HaNasi who elevated a son to priesthood on the basis of the statement of his father. And from the fact that it is Rabbi Yehuda HaNasi who elevated a son to priesthood on the basis of the statement of his father, clearly it is Rabbi Ḥiyya who elevated a brother to Levite status on the basis of the statement of his brother.

241 The Gemara asks: And according to Rabbi Ḥiyya, what is different in the case of a son, where a father is not deemed credible because the son is a relative of his father, and therefore the father is disqualified from testifying about his son? A brother is also a relative of his brother, and therefore the brother should have been disqualified from testifying about his brother. Rabbi Ḥiyya should accept the testimony in both cases or reject the testimony in both cases.

242 The Gemara answers: Rabbi Ḥiyya is speaking of a case where the brother speaks offhandedly in the context of a conversation about a different topic. It was understood from this that his brother is a Levite. This is similar to that which Rav Yehuda said that Shmuel said: There was an incident involving a person who was speaking offhandedly and said: I remember when I was a child and still young enough to be carried on my father's shoulder, and they took me out of school, and removed my cloak, and immersed me to purify me from any possible ritual impurity, so that I would be able to partake of teruma that evening.

243 And Rabbi Ḥiyya, who related that incident, concluded the story and related that the man said: And my friends distanced themselves from me, and would call me: Yoḥanan who partakes of ḥallot, as it was prohibited for his friends, who were non-priests, to eat ḥalla and teruma. And Rabbi Yehuda HaNasi elevated him to priesthood based on his statement. Just as one's offhanded statement is reliable, so too, is the offhanded statement of one's brother.

244 § It is taught in a baraita that Rabbi Shimon ben Elazar says: Just as teruma establishes the presumptive status for priesthood, so too the first tithe establishes the presumptive status for priesthood. And one who receives a share of teruma in court does not establish the presumptive status of priesthood.

245 The Gemara asks: First tithe is given to a Levite. How does it establish the presumptive status of priesthood? The Gemara answers: This is in accordance with the opinion of Rabbi Elazar ben Azarya, as it is taught in a baraita: Teruma is given to a priest, first tithe is given to a Levite; this is the statement of Rabbi Akiva. Rabbi Elazar ben Azarya says: First tithe is given to a priest as well. The Gemara asks: Say that Rabbi Elazar ben Azarya said: To a priest as well. Did he actually say to a priest and not to a Levite? Since it is given to both a Levite and a priest, first tithe cannot establish the presumptive status of priesthood.

246 The Gemara answers: Yes, first tithe can establish the presumptive status of priesthood. After Ezra penalized the Levites for failure to return to Eretz Yisrael from Babylonia, he decreed that the people should not give them first tithe. Although by Torah law first tithe may be given to both Levites and priests, after that decree, it was given only to priests. The Gemara asks: How can the presumptive status of priesthood be established? But perhaps in this case he was actually a Levite, and by happenstance they gave him first tithe. Rav Ḥisda said: With what are we dealing here? It is a case where the father of that man established the presumptive status of priesthood before us, and a rumor emerged about the son that he is the son of a divorced woman or the son of a ḥalutza. As a ḥalal, who is disqualified from the priesthood, his legal status is that of an Israelite. And it was seen that the son himself received a share of first tithe at the threshing floor.

247 Therefore, with regard to Levite status, it is clear that he is not a Levite, as his father is a priest. The Gemara asks: What then is there to say? Is it that he is the son of a divorced woman or the son of a ḥalutza? It is not necessary to say that according to the one who says that first tithe is forbidden to non-priests, they would not have given first tithe to the son of the divorcée, as his legal status is that

of a non-priest. However, even according to the one who says that first tithe is permitted for non-priests, and therefore the fact that he received first tithe proves nothing, that halakha applies only to the fact that it is permitted for one to whom first tithe produce was distributed to provide it to non-priests. However, in the form of a share of first tithe at the threshing floor, one does not give it to a non-priest. Therefore, according to Rabbi Elazar ben Azarya, the fact that one receives a share at the threshing floor proves that he is a priest of unflawed lineage.

[248] It is taught in the same baraita: And one who receives a share of teruma in court does not establish the presumptive status of priesthood. The Gemara asks: If in court it does not establish the presumptive status, where does it establish the presumptive status? Isn't court the place where matters are optimally clarified? Rav Sheshet said that this is what the tanna is saying: One who receives a share of teruma from his father's property with his brothers in court as his portion of the inheritance, in doing so does not establish presumptive status of priesthood. Even if he is a ḥalal and therefore a non-priest, it could be that he owns the teruma as part of his inheritance.

[249] The Gemara asks: It is obvious that receiving teruma in court does not establish the presumptive status. The Gemara answers: Lest you say that from the fact that these brothers receive the teruma to partake of it, it can be deduced that that brother also receives the teruma to partake of it, the tanna therefore teaches us that these brothers receive the teruma to partake of it and that brother receives it to sell it. The fact that he may not eat the teruma does not prevent him from selling it.

[250] § We learned in the mishna that Rabbi Yehuda says: One does not elevate a man to priesthood on the basis of one witness. Rabbi Elazar says: In a case where there are no challengers, one elevates a man to priesthood on the basis of one witness. Rabban Shimon ben Gamliel says: One elevates a man to priesthood on the basis of one witness. The Gemara asks: The opinion of Rabban Shimon ben Gamliel is identical to the opinion of Rabbi Eliezer, as they agree that one elevates a man to priesthood on the basis of one witness when there are no challengers. And if you would say that there is a difference between them in a case where there is a challenge posed by one witness, as Rabbi Eliezer holds: A challenge posed by one witness is sufficient to undermine one's presumptive status of priesthood and two witnesses are required to overcome that challenge, and Rabban Shimon ben Gamliel holds: An effective challenge requires two witnesses, didn't Rabbi Yoḥanan say: Everyone agrees that there is no effective challenge with fewer than two witnesses?

[251] Rather, with what case are we dealing here? It is in a case where the father of that man established his presumptive status of priesthood before us, and a rumor emerged about the son that he is the son of a divorced woman or the son of a ḥalutza, and therefore we downgraded him from the presumptive status of priesthood. And one witness came and said: I know that he is a priest of unflawed lineage,

[252] and therefore we elevated him back to the priesthood, as one witness is sufficient to negate the rumor. And then two witnesses came and said: He is the son of a divorced woman or the son of a ḥalutza, and then we downgraded him from the priesthood, as two witnesses negated the testimony of one witness. Then one witness came and said: I know that he is a priest of unflawed lineage. And everyone agrees that the two single witnesses join together and constitute two witnesses for the purpose of testimony that he is a priest of unflawed lineage, and fundamentally his presumptive status of priesthood should be restored.

[253] And here it is with regard to concern that it will lead to contempt for the court that they disagree. The first tanna, Rabbi Eliezer, holds: Once we downgraded him from the priesthood, we do not then elevate him. We are concerned that it will lead to contempt for the court, as the reversal in the court decisions create the impression that the court does not know what it is doing. And Rabban Shimon ben Gamliel holds: We downgrade him from the priesthood and we then elevate him, and as for the possibility that it will lead to contempt for the court, we are not concerned about it. The primary concern is that the matter be determined based on the relevant testimonies.

[254] Rav Ashi strongly objects: If so, if they disagree with regard to contempt for the court, why is it necessary to establish the dispute in a case where the witnesses who testified that he is a priest of unflawed lineage came individually? If so, then even if two witnesses testify together that he is unfit for the priesthood, and the court downgraded him, and two witnesses testify together that he is fit for the priesthood, and the court elevated him, the tanna'im would also disagree, as the same concern for contempt of court applies.

[255] Rather, Rav Ashi said: It is with regard to whether two single witnesses join together and constitute two witnesses for the purpose of testimony that they disagree, and it is in the dispute between these tanna'im that they disagree, as it is taught in a baraita: The testimony of individual witnesses merges into the testimony of two witnesses only if the two of them saw the incident transpire together, as one. Rabbi Yehoshua ben Korḥa says: Their testimony merges even in a case where this witness saw the incident after that witness; however, the testimony of witnesses is validated in court only if the two of them testify together as one.

[256] Rabbi Natan says: They need not even testify together, but even if the court hears the statement of this witness today, and when his fellow witness comes tomorrow the court hears his statement, their testimonies merge. Rabbi Eliezer holds in accordance with the opinion of Rabbi Yehoshua ben Korḥa, and therefore the testimony of the second witness cannot be merged with the testimony of the first witness and the person remains a ḥalal. Rabban Shimon ben Gamliel holds that the testimony of the two witnesses that he is a priest of unflawed lineage is merged, and his presumptive status of priesthood is restored, as it was already established that his father is a priest.

[257] MISHNA: In the case of a woman who was imprisoned by gentiles due to a monetary offense committed by her husband, once she is released after he pays his debt, she is permitted to her husband, even if he is a priest. There is no concern that they violated her because their objective is to coerce the husband to pay his debt in exchange for her release. Were they to abuse her, it is possible that he would be unwilling to pay. However, if a woman was imprisoned due to a capital offense and sentenced to death, once she is released she is forbidden to her husband even if he is not a priest due to the concern that perhaps her captors violated her, and she acquiesced to one of them.

[258] GEMARA: Rav Shmuel bar Rav Yitzḥak said that Rav said: They taught this mishna only in a case where the authority of the Jewish people is dominant over the nations of the world, and the gentiles are law-abiding citizens. However, when the authority of the nations of the world is dominant over themselves, a euphemism for dominance over the Jewish people, even a woman who was imprisoned due to a monetary offense is forbidden to her husband, as there is nothing preventing her jailers from violating her.

[259] Rava raised an objection from a mishna (Eduyyot 8:2): Rabbi Yosei the priest and Rabbi Zekharya ben HaKatzav testified about a Jewish woman about whom witnesses testified that she was

taken as collateral for a debt in Ashkelon. And the members of her family, who suspected that she engaged in intercourse there, distanced themselves from her, but her witnesses testified about her that she neither entered into seclusion nor was violated. And the Sages said to the members of the family: If you deem the witnesses credible to testify that she was taken as collateral, deem the witnesses credible to testify that she neither entered into seclusion nor was violated. And if you do not deem the witnesses credible to testify that she neither entered into seclusion nor was violated, do not deem the witnesses credible to testify that she was taken as collateral at all. In either case, she is permitted to her husband.

260 Rava asks: But this took place in Ashkelon, which is a place where the authority of the nations of the world is dominant over themselves, as it was a city of gentiles, and it is taught:

261 If she was taken as security, in a case where her husband stipulated that if he fails to pay a debt the gentiles may take his wife and do with her as they please, yes, she requires witnesses to testify that she was not violated. However, if she was imprisoned by the authorities, no, she is deemed untainted even without witnesses. Apparently, the distinction is not based on the dominance of the Jewish people. Rather, it is based on the manner in which she was apprehended. The Gemara answers: The same is true that she is forbidden to her husband even if she was imprisoned, and the reason that the tanna'im testified about a case where she was taken as security is because the incident that transpired, transpired in that manner.

262 Some say a different version of this tradition. Rava said that we too learn a proof from a mishna for the statement that Rav Shmuel bar Rav Yitzḥak said that Rav said: Rabbi Yosei the priest and Rabbi Zekharya ben HaKatzav testified about a Jewish woman about whom witnesses testified that she was taken as security for a debt in Ashkelon. And the members of her family, who suspected that she engaged in intercourse there, distanced themselves from her, and her witnesses testified about her that she neither entered into seclusion nor was violated. And the Sages said to the members of the family: If you believe the witnesses that she was taken as collateral, believe the witnesses who say that she neither entered into seclusion nor was violated. And if you do not believe the witnesses that she neither entered into seclusion nor was violated, do not believe the witnesses that she was taken as collateral at all.

263 Rava asks: But in the case in Ashkelon that was due to a monetary offense, the reason that she was permitted is that witnesses testified about her that she was untainted. However, if witnesses did not testify about her, no, she would not be permitted to her husband, although she was taken due to a monetary offense. What, is it not that it is no different if she was taken as collateral and it is no different if she was imprisoned? Apparently, if the authority of the gentiles is dominant, even if she was imprisoned for the sake of money there is concern that she was violated. The Gemara rejects the proof: No, the case where the woman is taken as collateral is different, and only in that case, where her husband stipulated that the gentiles could take her, would the gentiles allow themselves to violate her. However, in a case where she is imprisoned there is no concern of that sort.

264 Some raise it as a contradiction between the sources. We learned in the mishna: A woman who was taken hostage due to a monetary offense is permitted to her husband. And they raise a contradiction from the mishna in Eduyyot: Rabbi Yosei the priest and Rabbi Zekharya ben HaKatzav testified about a Jewish woman about whom witnesses testified that she was taken as collateral for a debt in Ashkelon. But this is not the case in Ashkelon, which was due to a monetary offense, and it is

taught that the reason that the woman was permitted is that witnesses testified about her that she was untainted. However, if witnesses did not testify about her, no, she would not be permitted, although she was taken for the sake of money.

265 And he answers that Rav Shmuel bar Rav Yitzḥak said: This is not difficult. Here, the mishna is referring to a period when the authority of the Jewish people is dominant over the nations of the world. Then, a woman taken hostage for the sake of money is permitted. There it is referring to a period when the authority of the nations of the world is dominant over themselves and over the Jewish people. Therefore, even a woman taken because of a monetary offense is forbidden unless witnesses testify that she is untainted.

266 § We learned in the mishna: A woman who was imprisoned because of a capital offense is forbidden to her husband. Rav said: The mishna is referring to a case where the wives of thieves are involved, as when thieves were apprehended and hanged, their wives were abandoned and made available to all, and they were not protected from potential rapists. And Levi said: The mishna is referring to a case where the wife of ben Donai, a murderer, is involved, as in that case the government abandons his wife and makes her available to all, which is not the case when one is condemned for theft. Ḥizkiyya said: And this abandonment is only in a case where the husbands were sentenced to death. And Rabbi Yoḥanan said: Although their husbands were not sentenced to death, if the imprisonment is because of a capital offense, the women are abandoned and available to all.

267 MISHNA: With regard to a city that was conquered by an army laying siege, all the women married to priests located in the city are unfit and forbidden to their husbands, due to the concern that they were raped. And if they have witnesses, even if the witness is a slave, even if the witness is a maidservant, both of whom are generally disqualified as witnesses, they are deemed credible. And a person is not deemed credible to establish his status by his own testimony. Therefore, a woman is not deemed credible to claim that she was not violated.

268 GEMARA: The Gemara raises a contradiction from a mishna (Avoda Zara 70b): If there is a gentile military unit that entered a city, if it entered during peacetime, after the soldiers leave, the open barrels of wine are forbidden and the wine in them may not be drunk, due to suspicion that the gentile soldiers may have poured this wine as a libation for idolatry. The sealed barrels are permitted. However, if the unit entered in wartime, both these and those are permitted because in wartime there is no respite to pour wine for idolatry. One can be certain that the soldiers did not do so because the soldiers were preoccupied with preparations for a potential attack by the enemy. Why, then, is the mishna concerned that perhaps the soldiers laying siege to the city rape the women?

269 Rav Mari said: To engage in intercourse there is respite; to pour wine for idolatry there is no respite. Rabbi Yitzḥak bar Elazar said in the name of Ḥizkiyya: There is a different distinction between the cases. There, the mishna is referring to the siege of a city under the rule of the same monarchy. In that case, the soldiers, acting as the enforcement body of the monarchy, seek to minimize unnecessary damage to the city and will refrain from ruining the wine and raping the women. Here, the mishna is referring to the siege of a city under the rule of a different monarchy. Therefore, there are no restraints with regard to ruining the wine or raping the women.

270 The Gemara asks: Even in the siege of a city under the rule of the same monarchy, it is impossible that one of the soldiers did not wander off and rape a woman. Rav Yehuda said that Shmuel said: This is referring to a case where the sentries see each other and do not allow the

soldiers to plunder the city. The Gemara asks: It is impossible that the sentries would not doze a bit, enabling some soldiers to enter and plunder the city. Rabbi Levi said: It is referring to a case where they surround the city with chains, and dogs, and branches [gavza], and geese, as obstacles preventing unauthorized entry.

271 Rabbi Abba bar Zavda said: Rabbi Yehuda Nesia, grandson of Rabbi Yehuda HaNasi, redactor of the mishna, and the Rabbis dispute this matter. One said: There, the mishna is referring to the siege of a city under the rule of the same monarchy. Here, the mishna is referring to the siege of a city under the rule of a different monarchy, and it was not difficult for him at all, as in that case there is no concern that perhaps an individual soldier would enter the city. And for the other one, all these questions were difficult, and he answers: It is referring to a case where they surround the city with chains, and dogs, and branches, and geese.

272 § With regard to the ruling in the mishna, Rav Idi bar Avin said that Rabbi Yitzḥak bar Ashyan said: If there is a single hideaway there in the city, where the women could hide from the soldiers, it saves all the women married to priests. Due to the uncertainty, the presumption is that each of the women found the hideaway, and therefore they are not forbidden to their husbands.

273 Rabbi Yirmeya raises a dilemma: If the hideaway holds only one woman, what is the ruling? Do we say that with regard to each woman who appears before us, this is the one who hid there, and each is permitted to her husband? Or, perhaps we do not say that.

274 The Gemara asks: And in what way is this different from the case of two paths? As we learned in a mishna: There were two paths, one that was ritually impure due to a corpse buried there and one that was ritually pure. And one walked on one of them, but he does not remember which, and afterward engaged in handling items of ritual purity, e.g., teruma or consecrated items. And another person came and walked on the second path, and he too does not remember which path it was, and he also engaged in handling items of ritual purity.

275 Rabbi Yehuda says: If this one asked a Sage in and of himself, and that one asked a Sage in and of himself, they are both pure. When considered separately, each person retains his presumptive status of ritual purity. However, if they both came to ask at the same time, they are both ritually impure. Since one of the two certainly passed on the impure path, although it is uncertain which, both are deemed impure due to that uncertainty. Rabbi Yosei says: One way or another they are both ritually impure.

276 And Rava said, and some say it was Rabbi Yoḥanan who elaborates: If they came at the same time, everyone agrees that they are ritually impure, as even Rabbi Yehuda concedes that this is the halakha. If they came independently, this one after that one, everyone agrees that they are ritually pure. They disagree only with regard to a case where one comes to ask about himself and about the other. One Sage, Rabbi Yosei, likens it to a case where they come to ask at the same time, and Rabbi Yehuda likens it to a case where this one comes after that one. The Gemara concludes the analogy: And here too, where there was room in the hideout for only one woman, although they came and asked individually, since they seek to render all the women married to priests permitted to their husbands based on that hideout, it is tantamount to asking about them all at the same time, and they should be deemed forbidden to their husbands.

277 The Gemara asks: How can these cases be compared? There, in the case of the two paths, there is certainly ritual impurity in one of the paths, and therefore there is certainly one man who is impure.

Here, who says any of the women was violated? Since there is uncertainty whether any woman was violated at all, one is more likely to rule that each woman was the one who hid than it is to rule that each of the men walked on the ritually pure path.

278 Rav Ashi raises a dilemma: If there was a hideaway in the city and a woman married to a priest says: Neither did I hide nor was I violated, what is the ruling? Do we say the principle:

279 Why would I lie in so ineffectual a manner, and deem her credible? Had she wanted to lie, she could have claimed that she hid, which is a more effective claim. Or perhaps we do not say that principle.

280 The Gemara asks: And in what way is this different from that incident where a certain man who rented a donkey to his colleague said to the renter: Do not go on the path of the Pekod River, where there is water, and the donkey is likely to drown. Go on the path of Neresh, where there is no water. And he went on the path along the Pekod River and the donkey died.

281 The renter came before Rava and said to him: Yes, I went on the path along the Pekod River; however, there was no water there. The donkey's death was caused by other factors. Rava said: His claim is accepted based on the principle: Why would I lie. If he wanted to lie, he could have said to him, I went on the path of Neresh. And Abaye said to Rava: We do not say the principle: Why would I lie, in a situation where there are witnesses. This principle, which is a form of miggo, is effective only when his claim does not contradict established facts. In this case, since it is known to all that there is water on the path along the Pekod River, his claim is not accepted. Similarly, as it is an established fact that the women taken captive were certainly raped, her claim is not accepted even though it is based on a miggo.

282 The Gemara asks: How can these cases be compared? There, in the case of the donkey, there are certainly witnesses capable of confirming that there is water along that path. Here, in the case of the women, is it clearly established that she was definitely defiled? It is merely a concern, and in a situation where there is merely a concern and not an established fact we say the principle: Why would I lie, and her claim is accepted.

283 § We learned in the mishna: If they have witnesses, even if the witness is a slave and even if the witness is a maidservant, they are deemed credible. The Gemara asks: And is even her personal maidservant deemed credible? The Gemara raises a contradiction from a mishna (Gittin 73a): With regard to one who divorced his wife conditionally, and the condition was not yet fulfilled, the woman may enter into seclusion with him only on the basis of the presence of witnesses, due to the concern that they will engage in intercourse. If between the drafting of a bill of divorce and its taking effect the husband and wife enter into seclusion together, the bill of divorce must be discarded and a new document drafted in its place.

284 And she may enter into seclusion even on the basis of the presence of a slave and on the basis of the presence of a maidservant, except for her personal maidservant, due to the fact that she is accustomed to her maidservant, and her presence will not serve as an impediment that would prevent her from engaging in intercourse. Therefore, with regard to the woman taken captive as well, the testimony of the maidservant is not accepted to establish that she was not defiled. Rav Pappi resolved the contradiction and said: With regard to a captive woman, the Sages ruled leniently. Because the prohibition against intercourse with a captive woman is based on the concern that she was violated, the Sages relied on the testimony of her personal maidservant.

[285] Rav Pappa resolved the contradiction and said: This halakha in the case of conditional divorce is stated with regard to her maidservant, who is not deemed credible even in the case of a captive woman. That halakha in the case of the captive woman, where they said even the testimony of the maidservant is accepted, is stated with regard to his maidservant to whom the woman is not so accustomed, and therefore her presence serves as an impediment.

[286] The Gemara asks: And is her maidservant not deemed credible? But isn't it taught in the mishna: A person is not deemed credible to establish his status by his own testimony? From that statement it may be inferred that the woman is not deemed credible to testify about herself, but her maidservant is deemed credible. The Gemara answers: The legal status of her maidservant is like her own status. Neither is deemed credible.

[287] Rav Ashi resolved the contradiction and said: Both halakhot are stated with regard to her maidservant, but there is a distinction between the cases. A maidservant sees what transpires and is silent, but does not testify falsely. Therefore, there, in the case of conditional divorce, where the maidservant's silence with regard to whether her mistress engaged in intercourse renders the woman permitted, as it is sufficient for the maidservant to say merely: I was there, she is not deemed credible due to the concern lest she witnessed them engaging in intercourse and remained silent. However, here, in the case of the captive woman, where the maidservant's silence would render her mistress forbidden, as a captive woman is presumed to have been violated and the only way to render her permitted is by saying: She was not defiled, she is deemed credible.

[288] The Gemara asks: Here too there should be concern that she will come and lie for the benefit of her mistress. The Gemara answers: She would not perform two acts of dishonesty. Although there is suspicion that she will refrain from telling the truth, there is no suspicion that she will lie as well. Therefore, if she relates that her mistress was not defiled, she is deemed credible.

[289] Proof that one is not suspected of both concealing the truth and lying is cited, as in that case of Mari bar Isak, and some say it was Ḥana bar Isak, where someone claiming to be his brother came to him from Bei Ḥoza'a, a district located far from the Jewish population centers in Babylonia. This brother said to him: Apportion me a share in my father's property. Mari said to him: I do not know you. The brother came before Rav Ḥisda seeking a legal remedy. Rav Ḥisda said to him: Your brother is speaking well and his response is well founded, as it is written: "And Joseph recognized his brothers but they recognized him not" (Genesis 42:8). This teaches that Joseph left the land of Canaan without the trace of a beard and came to meet his brothers with the trace of a beard.

[290] Rav Ḥisda said to him: Go bring witnesses that you are his brother. He said to Rav Ḥisda: I have witnesses, but they are afraid of Mari, who is a violent man, and will not testify. Rav Ḥisda said to Mari: Go bring witnesses that he is not your brother. Mari said to him: Is that the halakha? Isn't the guiding principle in cases of this sort: The burden of proof rests upon the claimant? Let the man claiming part of my inheritance bring proof supporting his claim. Rav Ḥisda said to him: This is how I render judgment for you and for all your fellow violent men; I place the burden of proof upon them. The Gemara asks: Now too, witnesses will come and lie in fear of Mari, and what is accomplished by requiring Mari to bring the witnesses? Apparently, one is not suspected of performing two acts of dishonesty, to both conceal the truth and to lie.

[291] The Gemara suggests: Let us say that the opinions of the amora'im with regard to the testimony of her maidservant are subject to this dispute between tanna'im. It is taught in one baraita: This

testimony that a captive woman was not defiled with regard to which a man and a woman, a male child or a female child, the woman’s father, and her mother, and her brother, and her sister are deemed credible, but not her son and her daughter, and not her slave or maidservant. And it is taught in another baraita: All are deemed credible to testify with regard a captive woman, except for her and her husband.

[292] The Gemara notes: The opinion of Rav Pappi and the opinion of Rav Ashi are certainly subject to the dispute between tanna’im, as they hold that her maidservant is deemed credible contrary to the first baraita cited. However, with regard to the opinion of Rav Pappa, who distinguishes between her maidservant, who is not deemed credible, and his maidservant, who is, do we say that it is subject to the dispute between tanna’im? Perhaps the tanna in each baraita holds that her maidservant is not deemed credible, and the baraita that deems everyone credible except for the woman and her husband could be explained in another manner, e.g., the legal status of her maidservant is like her own status.

[293] The Gemara says: There is no proof that Rav Pappa’s opinion is contingent upon the tannaitic dispute, as Rav Pappa could have said to you: When that baraita that deems everyone credible except for the woman and her husband is taught, it is taught in a case where she is making an unconsidered, incidental remark in the context of a conversation about an unrelated matter. However, direct testimony of her maidservant is not accepted.

[294] As in that case when Rav Dimi came from Eretz Yisrael to Babylonia; he said that Rav Ḥanan of Carthage relates: An incident came before Rabbi Yehoshua ben Levi for judgment; and some say that Rabbi Yehoshua ben Levi relates: An incident came before Rabbi Yehuda HaNasi, with regard to a person who was making an unconsidered, incidental remark, and said: My mother and I were taken captive among the gentiles. When I went out to draw water, my thoughts were about my mother; to gather wood, my thoughts were about my mother. We were never separated. And Rabbi Yehuda HaNasi deemed her fit to marry into the priesthood on the basis of those remarks, even though with regard to testimony about his mother, a son is disqualified as a witness. The same is true of the woman’s maidservant.

[295] MISHNA: Rabbi Zekharya ben HaKatzav said: I swear by this abode of the Divine Presence that my wife’s hand did not move from my hand from the time that the gentiles entered Jerusalem until they left, and I know for a fact that she was not defiled. The Sages said to him: A person cannot testify about himself. The legal status of one’s wife is like his own status in this regard. Therefore, your testimony is not accepted, and your wife is forbidden to you.

[296] GEMARA: The tanna taught in the Tosefta: And even so, despite the fact that the Sages ruled his wife forbidden to him because he was a priest, he did not divorce her. He designated a house in his courtyard for her, but did not enter into seclusion with her, and when she would go out of the courtyard she would go out before her sons so that she would not be alone in the courtyard with her husband, and when she would enter the house, she would enter after her sons, for the same reason.

[297] Abaye raises a dilemma: What is the halakha regarding whether we have to do likewise with a divorcée? Can a priest who divorces his wife designate a house for her in the courtyard and rely on the children to ensure that the couple will not enter into seclusion? Is it specifically there, in the case of Rabbi Zekharya ben HaKatzav because with regard to a captive woman the Sages ruled leniently, since the prohibition is based on suspicion and not certainty; however here, in the case of a divorcée,

where there is a certain Torah prohibition, no, he may not designate a residence for her in the courtyard? Or perhaps, the case of a divorcée is no different.

[298] The Gemara cites proof to resolve the dilemma: Come and hear proof as it is taught in a baraita: With regard to one who divorces his wife, she may not marry and live in his immediate vicinity, i.e., his courtyard, due to the concern that because of the intimacy they once shared, her living there will lead to transgression.

[299] And if he was a priest she may not live with him even in one alleyway that opens into several courtyards, even if she did not remarry, as she is forbidden to him forever. What is the ruling if it was a small village? May she live with her ex-husband in the same village? The Gemara relates that this case of his divorcée and a small village was an incident that transpired and the Sages said: A small village is judged as his immediate proximity.

[300] The Gemara asks: In cases where they may not reside in the same courtyard or alleyway, who is ousted in favor of whom? Which of them must leave? The Gemara suggests: Come and hear proof as it is taught in a baraita: She is ousted in favor of him, and leaves, and he is not ousted in favor of her. But if it was her courtyard, he is ousted in favor of her.

[301] A dilemma was raised before the Sages: If it was a courtyard belonging to both of them, what is the halakha; who is ousted in favor of whom? The Gemara suggests: Come and hear proof as it is taught in a baraita: She is ousted in favor of him. The Gemara elaborates: With what circumstances are we dealing? If we say that the subject of the baraita is with regard to his courtyard, it is obvious that she is ousted. But rather, is it with regard to her courtyard? Isn't it taught in a baraita: If it was her courtyard, he is ousted in favor of her? Rather, is it not that the baraita is dealing with a case like this, where it was a courtyard belonging to both of them? The Gemara rejects this proof: Perhaps the baraita is teaching that even in a case where he rented the courtyard she is ousted in his favor. Therefore, the dilemma with regard to a courtyard belonging to both of them is unresolved.

[302] The Gemara asks: What halakhic conclusion was reached about this matter? The Gemara suggests: Come and hear proof from the verse: "The Lord will dislocate you the dislocation of a man" (Isaiah 22:17), and Rav said: This indicates that the dislocation of a man is more difficult for him than the dislocation of a woman is for her. Therefore, the woman is ousted.

[303] The Sages taught: With regard to a priest who borrowed from his wife from usufruct property that she inherited from her father and then he divorced her, she is repaid only by means of another person and not directly from her husband, to prevent them from engaging in business dealings. Rav Sheshet said: And if after engaging in business dealings they came before us for judgment, we do not attend to them because by engaging in those dealings they were in violation of a transgression. Rav Pappa said: We excommunicate them for violating that transgression. Rav Huna, the son of Rav Yehoshua, said: We also flog them with lashes. Rav Naḥman said: The tanna taught in Evel Rabbati, one of the minor tractates that deals primarily with the halakhot of mourning: In what case is this statement said? It is in a case where she was divorced from marriage. However, when she was divorced from betrothal, she is repaid even directly by means of receiving the money herself, because, in that case, he is not yet accustomed to her. Since they never shared intimacy, there is no concern that it will lead to transgression.

[304] The Gemara relates: There was an incident concerning this divorced, betrothed man and his betrothed who came before Rava for judgment, and Rav Adda bar Mattana was sitting before him at

the time. Rava placed an intermediary to separate between them. Rav Adda bar Mattana said to Rava: But didn’t Rav Naḥman say: The tanna taught in Evel Rabbati that if she was divorced from betrothal she is paid directly? Rava said to him: This applies only in a case where they are not accustomed to each other. However, with regard to these people, we see that they are accustomed to each other, and therefore they must be separated.

305 Some say that Rava did not place an intermediary to separate between them. Rav Adda bar Mattana said to Rava: Let the Master place an intermediary to separate between them. Rava said to Rav Adda bar Mattana: But didn’t Rav Naḥman say: The tanna taught in Evel Rabbati that if she was divorced from betrothal she is paid directly? Rav Adda bar Mattana said to Rava: This applies only in a case where they are not accustomed to each other. However, with regard to these people, we see that they are accustomed to each other, and therefore they must be separated.

306 MISHNA: And these are deemed credible to testify in their majority with regard to what they saw in their minority. A person is deemed credible to say: This is my father’s handwriting, and to say: This is my teacher’s handwriting; and to say: This is my brother’s handwriting, even though he never saw their handwriting after reaching majority.

307 § Similarly, one is deemed credible to say: I was reminded of the wedding of so-and-so, who went out with a hinnuma, or with her hair uncovered in a manner typical of virgins, and therefore, her marriage contract is two hundred dinars; and to say that so-and-so would leave school to immerse in order to partake of teruma, and that he would share teruma with us at the threshing floor and therefore he is a priest. Similarly, one is deemed credible to say: This place is a beit haperas, a field with a grave that was plowed, scattering the bones, and rendering the field a place of uncertain ritual impurity; and to say: Until here we would come on Shabbat and thereby determine the Shabbat boundary.

308 However, a person is neither deemed credible to say: So-and-so had a path in this place; nor to say: So-and-so had a tract of land where they would perform the ritual of standing and sitting and deliver a eulogy in that place, thereby attesting that the land belongs to that person. The reason he is not deemed credible in those cases is that full-fledged testimony is required to remove property from the possession of its presumptive owner.

309 GEMARA: Rav Huna, son of Rav Yehoshua, said: And the mishna said that one is deemed credible to testify about handwriting he saw as a minor only when there is a witness who saw the handwriting as an adult testifying with him.

310 And all of these cases are necessary, as one could not have been derived from the other. As, if the tanna had taught us the case of his father’s handwriting, one might have thought that he is deemed credible due to the fact that he is often found with his father and is familiar with his handwriting; but with regard to his teacher’s handwriting, no, he is not deemed credible. And if the tanna had taught us the case of his teacher’s handwriting, one might have thought that he is deemed credible due to the fact that he has a sense of awe of his teacher and therefore pays attention to his handwriting; but with regard to his father’s handwriting, no, he is not deemed credible.

311 And if the tanna had taught us these two cases, one might have thought that he is deemed credible with regard to his father’s handwriting due to the fact that he is often found with him, and his teacher’s handwriting due to the fact that he has a sense of awe of him. But with regard to his brother’s handwriting, which has neither this factor nor that factor, say no, he is not deemed credible.

Therefore, the tanna teaches us: Since ratification of documents is required by rabbinic law, as by Torah law, the signatories are sufficient proof of a document's validity; the Sages deemed him credible to testify in cases that he witnessed as a minor in matters that are by rabbinic law, including the case of his brother.

[312] And the mishna states that one is deemed credible to say: I was reminded of the wedding of so-and-so, who went out with a hinnuma, or with her hair uncovered. What is the reason that he is deemed credible? Since most women are married as virgins, her presumptive status is that of a virgin even without his testimony. His testimony with regard to what he saw as a minor is merely revealing of a matter already presumed true, not actual testimony.

[313] And the mishna states that one is deemed credible to say that so-and-so would leave school to immerse in order to partake of teruma, and therefore he is a priest. The Gemara asks: And perhaps he is the slave of a priest, who is also eligible to partake of teruma. The Gemara notes: This mishna provides support for the opinion of Rabbi Yehoshua ben Levi, as Rabbi Yehoshua ben Levi said: It is prohibited for a person to teach his slave Torah. Since the testimony is that he was in school, apparently he is not a slave. Therefore, the fact that he partook of teruma indicates that he is a priest.

[314] The Gemara asks: And may one not teach his slave Torah? But isn't it taught in a baraita: A slave whose master borrowed from him, or whose master made him

[315] steward over his property, or who donned phylacteries in his master's presence, or who read three verses from the Torah scroll in the synagogue, did not necessarily emerge to freedom. Apparently, there are slaves who learn Torah to the extent that they are capable of reading the Torah in the synagogue, and conceivably that Torah is learned in school. The Gemara answers that there is no proof from the baraita, as there it is a case where the slave read at his own initiative, and conceivably he taught himself to read the Torah as well. When we say in the mishna that it is proof that he is a priest, it is in a case where he treats him with treatment typical of children, not slaves, and sends him to school.

[316] When the mishna states that he is deemed credible to testify that as a minor he saw that others went to immerse in order to partake of teruma, the Sages permit them only to partake of teruma by rabbinic law. And the mishna states that he is deemed credible to say that they saw that so-and-so would share teruma with us at the threshing floor, and therefore he is a priest. The Gemara asks: And perhaps he is the slave of a priest? The Gemara answers: We learned the mishna according to the one who says: One distributes teruma to a slave only if his master is with him. Therefore, it is clear that the one sharing teruma with them was a priest, not a slave, as it is taught in a baraita: In the case of the son of a priest's wife and the son of a priest's maidservant who were intermingled at birth, both mothers go to the threshing floor together based on the principle: One distributes teruma to a slave only if his master is with him; this is the statement of Rabbi Yehuda. Rabbi Yosei says: It is possible that each will say: If I am a priest, give me teruma for my own sake, and if I am the slave of a priest, give me teruma for the sake of my master.

[317] The dispute in the baraita is based on the fact that in the place of Rabbi Yehuda, they would elevate one who eats teruma to the presumptive status of priesthood for the purpose of lineage. Therefore, he permitted distributing teruma to the slave of a priest only if his master is present, due to the concern that if he were given teruma directly, he would be elevated to priesthood. In the place of Rabbi Yosei, they would not elevate from teruma to lineage. Therefore, he permitted distributing

teruma directly to the slave of a priest, as there is no concern that the slave would be mistaken for a priest.

[318] It is taught in a baraita that Rabbi Elazar, son of Rabbi Yosei, said: In all my days, I never had occasion to testify in court. One time I testified, and the court elevated a slave to priesthood on the basis of my testimony. The Gemara asks: Does it enter your mind that they actually elevated the slave to priesthood? Now, just as with regard to the animals of the righteous the Holy One, Blessed be He, does not engender a pitfall on their account, as the Gemara relates with regard to the donkey of Rabbi Pinḥas ben Yair that it would not eat untithed produce (Ḥullin 7a), all the more so will He not engender a pitfall on account of the righteous themselves.

[319] Rather, the Gemara emends the statement of Rabbi Elazar, son of Rabbi Yosei: They sought to elevate a slave to priesthood on the basis of my testimony, but ultimately they did not. Rabbi Elazar saw teruma distributed directly to the slave of a priest in the place of Rabbi Yosei, where one does not elevate from teruma to priesthood, and he went and testified about what he saw in the place of Rabbi Yehuda, where one elevates from teruma to priesthood.

[320] And the mishna states that one is deemed credible to testify in his adulthood that as a minor he saw that this place is a beit haperas. The Gemara asks: What is the reason that he is deemed credible to testify what he witnessed as a minor? The Gemara answers: The ritual impurity of a beit haperas is by rabbinic law, as Rav Yehuda said that Shmuel said: A person who passes through a beit haperas may blow on the dust before taking each step, so that if there is a bone beneath the dust he will expose it, avoid it, and proceed. One may not rely on that method of examination with regard to impurity by Torah law. And Rav Yehuda bar Ami, in the name of Rav Yehuda, said: A beit haperas that has been trodden underfoot, creating a path, is pure. What is the reason? It is that it is impossible for a bone the size of a grain of barley, whose possible presence led to the decree of impurity, not to have been trodden underfoot and rendered smaller. This presumption is possible only in cases of impurity by rabbinic law.

[321] And the mishna states that one is deemed credible to testify, in his adulthood, that he saw as a minor: Until here we would come on Shabbat. The Gemara explains: This tanna maintains that the Shabbat boundaries, beyond which one may not go outside the city on Shabbat, are mandated by rabbinic law, and the Sages deemed him credible in matters of rabbinic law.

[322] And the mishna states that one is neither deemed credible to say: So-and-so had a path in this place; nor to say: So-and-so had a tract of land where they would perform the ritual of standing and sitting and deliver a eulogy in that place. The Gemara asks: What is the reason that he is not deemed credible? It is due to the fact that we do not remove money from the possession of its presumptive owner on the basis of testimony about a matter that he witnessed as a minor.

[323] The Sages taught: A child is deemed credible to say when he reaches majority that this is what my father told me when I was a minor: This family is pure, that family is impure. The Gemara asks: Does it enter your mind that his father said pure and impure? What do those concepts mean with regard to a family? Rather, his father said to him: This family is of unflawed lineage, and this family is of flawed lineage.

[324] And he is deemed credible to say that we ate at the ketzatza that took place to publicize that the marriage of the daughter of so-and-so to so-and-so was unsuitable; and to say that we would bring ḥalla and priestly gifts to so-and-so, who is a priest. In that case, he is deemed credible only to testify

that he brought the ḥalla by himself, but not by means of another, as one is certain of matters that he performed himself, even as a minor. However, he is not deemed credible to testify about actions performed by others when he was a minor. And with regard to all these testimonies, if he was a gentile and he converted, or a slave and he was liberated, they are not deemed credible to testify after their conversion and liberation about matters that transpired beforehand when they were disqualified as witnesses. And one is neither deemed credible to say that he remembers that when he was a minor, so-and-so had a path in this place; nor that so-and-so had a tract of land where they would perform the ritual of standing and sitting and deliver a eulogy in that place. Rabbi Yoḥanan ben Beroka says: They are deemed credible.

325 The Gemara asks: With regard to which clause in the baraita is Rabbi Yoḥanan ben Beroka disputing? If we say he is disputing the last clause of the baraita, which concerns testimony about a path or a place for mourning, it is a case of removing money from the possession of its presumptive owner. How could his testimony be deemed credible? Rather, Rabbi Yoḥanan ben Beroka is certainly disagreeing with the former clause of the baraita: And with regard to all these testimonies, if he was a gentile and he converted, or a slave and he was liberated, they are not deemed credible. It is with regard to that halakha that Rabbi Yoḥanan ben Beroka says: They are deemed credible.

326 The Gemara asks: With regard to what principle do they disagree? The Gemara explains that the first tanna maintains: Since he was a gentile, he was not exacting in scrutinizing the matter, as it was irrelevant to him. Therefore, even after he converted he is not deemed credible. And Rabbi Yoḥanan ben Beroka maintains: Since it was his intention to convert, he took interest in Judaism and he was exacting in scrutinizing the matter, and he is deemed credible.

327 The Gemara asks about a term employed in the baraita: What is the meaning of ketzatza? It is as the Sages taught: How is ketzatza performed? If a situation where one of the brothers who married a woman who is unsuited for him, due to flawed lineage, occurs, the family members come and bring with them a barrel full of fruits, and break it in the middle of a public square to publicize the matter, and they say: Our brothers, the house of Israel, listen. Our brother so-and-so married a woman who is unsuited for him, and we fear lest his descendants become intermingled with our descendants. In order to further underscore the matter, they continue: Come and take for yourselves a sample as an indicator for future generations, so that his descendants will not intermingle with our descendants. The gathering of the large crowd to take the fruit generates publicity. And this is the ketzatza that a child who witnessed it is deemed credible to testify about it when he is an adult.

## Chapter 3

1 MISHNA: These are the cases of young women for whom there is a fine paid to their fathers by one who rapes them: One who engages in intercourse with a mamzeret, or with a Gibeonite woman [netina], who are given [netunim] to the service of the people and the altar (see Joshua 9:27), or with a Samaritan woman [kutit]. In addition, the same applies to one who engages in intercourse with a female convert, or with a captive woman, or with a maidservant, provided that the captives were ransomed, or that the converts converted, or that the maidservants were liberated when they were less than three years and one day old, as only in that case do they maintain the presumptive status of a virgin.

[2] Similarly, one who engages in intercourse with his sister, i.e., he rapes her, or with his father’s sister, or with his mother’s sister, or with his wife’s sister, or with his brother’s wife, or with his father’s brother’s wife after they divorced, or with a menstruating woman, there is a fine paid. Although there is karet for engaging in relations with any of the women enumerated in this list, one is liable to pay the fine because there is no court-imposed capital punishment. In cases where there is a court-imposed death penalty, the rapist would be exempt from paying the fine.

[3] GEMARA: The Gemara wonders: Is it these young women with flawed lineage listed in the mishna, for whom there is a fine paid if they are raped, while for young women with unflawed lineage, no, there is no fine? The Gemara explains that this is what the tanna is saying: These are the young women with flawed lineage for whom there is a fine paid if they are raped. This is not a comprehensive list; rather, the tanna enumerates those young women for whom a fine is paid despite their flawed lineage: One who has relations with a mamzeret, or with a Gibeonite woman, or with a Samaritan woman.

[4] The mishna teaches the halakha with regard to a young woman, from which the Gemara infers: With regard to a young woman, yes, one is liable to pay the fine if he rapes her, but with regard to a minor, no, one is not liable to pay the fine. Who is the tanna who maintains that one is liable for raping a young woman but not a minor?

[5] Rav Yehuda said that Rav said: The tanna is Rabbi Meir, as it is taught in a baraita: With regard to a minor from the age of one day old until she grows two pubic hairs, there is the possibility of sale for her, as her father may sell her as a Hebrew maidservant, but there is no fine paid for her if she is raped. And once she grows two pubic hairs, from that point until she matures into a grown woman there is a fine for her, as during that period she is a young woman, with regard to whom the Torah law of a rapist and a seducer applies, but there is no possibility of sale for her. Once she grows two hairs she is no longer under her father’s control and can no longer be sold. This is the statement of Rabbi Meir, as Rabbi Meir would state a principle: Any place where there is a sale, there is no fine; and any place where there is a fine, there is no sale.

[6] And the Rabbis say: With regard to a minor from the age of three years and one day old until she matures into a grown woman, there is a fine for her. The Gemara asks: Is that to say that a fine, yes, there is, but a sale, no, there is not? Do the Rabbis maintain that the father has no right to sell his minor daughter? The Gemara emends the text: Say:

[7] There is a fine even in a place where there is sale. That is, not only can a minor girl from the age of three be sold until she matures, but she also receives payment of the fine.

[8] § The Gemara questions the basic halakha that one who rapes young women of flawed lineage is liable to pay the fine: And are these young women entitled to the fine? But why? I read here with regard to a rapist: “And to him she shall be as a wife” (Deuteronomy 22:29), from which the Sages derived that only a wife who is suitable for him is eligible to receive payment of a fine from a rapist. Reish Lakish said that one verse states: “If a man finds a young woman” (Deuteronomy 22:28), and another states: “And he shall give to the father of the young woman” (Deuteronomy 22:29). This is tantamount to three mentions: Young woman, young woman, the young woman, as the superfluous definite article is interpreted as a third mention of the term. One mention is required to teach the matter itself, that one who rapes a young woman is liable to pay a fine; and one is to include payment

of a fine to those young women for whose rape one is liable for violating prohibitions; and one is to include payment of a fine to those young women for whose rape one is liable to receive karet.

9 Rav Pappa said: This is derived from the halakha of the seducer, as the verses state: “And if a man seduce a virgin…he shall weigh money like the dowry of the virgins” (Exodus 22:15–16). This is tantamount to three mentions: Virgin, virgins, the virgins. One mention is required to teach the matter itself; and one is to include those young women for whose rape one is liable for violating prohibitions; and one is to include those young women for whom one who rapes them is liable to receive karet.

10 The Gemara asks: And Rav Pappa, what is the reason that he did not cite the source as Reish Lakish did? The Gemara answers: That derivation from the three instances of the term young woman is required by him to teach in accordance with that which Abaye said, as Abaye said: If one engaged in forced intercourse with a young woman and she died before he stood trial, he is exempt from paying the fine, as it is stated: “And he shall give to the father of the young woman” (Deuteronomy 22:29). From the fact that the verse does not simply say: To her father, it is inferred: To the father of the young woman and not to the father of a dead woman. He is liable only if the young woman is still alive.

11 The Gemara asks: And Reish Lakish, what is the reason that he did not cite the source as Rav Pappa did? The Gemara answers: That derivation from the three instances of the term virgin is required by him to derive a verbal analogy, as it is taught in a baraita that it is written with regard to a seducer: “He shall weigh [yishkol] money like the dowry of the virgins” (Exodus 22:16), from which it is derived that this fine of a seducer should be a sum of fifty sela like the dowry of the virgins specified in the case of a rapist; and the dowry of the virgins must be paid in sela like this fine of the seducer. Therefore, Reish Lakish holds that no additional matters may be derived from the term virgins. The Gemara asks: And for Reish Lakish too, isn’t it required by him to teach in accordance with that which Abaye said? And similarly, for Rav Pappa, isn’t it required by him to derive a verbal analogy?

12 Rather, there are six verses written, and both Reish Lakish and Rav Pappa derive matters from all of them. In the two passages discussing the rapist and the seducer, it is written: Young woman, young woman, the young woman; virgin, virgins, the virgins. Two mentions are required to teach the matters themselves, the basic halakhot of a rapist and a seducer; one mention is needed to teach in accordance with that which Abaye said; and one mention is necessary to derive a verbal analogy with regard to the dowry of virgins. Two mentions of the term remain for him; one is to include those young women for whose rape one is liable for violating prohibitions, and one is to include those young women for whom one who rapes them is liable to receive karet. Reish Lakish and Rav Pappa do not disagree; the derivation of each complements that of the other.

13 § The Gemara comments: And the mishna comes to exclude the opinion of this tanna, as it is taught in a baraita that it is written: “And to him she shall be [tihye] as a wife” (Deuteronomy 22:29). Shimon HaTimni says: This is referring to a woman for whom there is betrothal [havaya]. If one betroths a woman with whom relations are punishable by karet, the betrothal does not take effect. Rabbi Shimon ben Menasya says: This is referring to a woman who is suitable for him to sustain, whom he need not divorce due to her flawed lineage.

[14] The Gemara begins its analysis of the baraita with the question: What is the practical difference between the statements of Shimon HaTimni and Rabbi Shimon ben Menasya? The Gemara explains that Rabbi Zeira said: The difference between their opinions is with regard to a mamzeret or a Gibeonite woman, or any other woman who is forbidden but for whom betrothal takes effect. According to the one who said that the criterion is whether there is betrothal, for this woman there is also betrothal. If a Jewish man betroths a mamzeret or a Gibeonite woman, although it is prohibited to do so, the betrothal takes effect. However, according to the one who said that the criterion is whether the woman is suitable for him to sustain, this woman is not suitable for him to sustain, since due to the prohibition he is obligated to divorce her.

[15] The Gemara asks: And according to Rabbi Akiva, who said: Betrothal does not take effect for women for whose rape one is liable for violating prohibitions, what is the difference between them? According to his opinion, betrothal of a mamzeret does not take effect either. The Gemara answers: The difference between their statements is the case of a widow raped by a High Priest, in accordance with the opinion of Rabbi Simai, as it is taught in a baraita that Rabbi Simai says: Rabbi Akiva deems children from all illicit relations mamzerim, except for a child born from a widow to a High Priest, as the Torah said: "A widow and a divorcée he shall not take…and he shall not profane [yeḥallel] his seed among his people" (Leviticus 21:14–15), from which it is derived: If he has a child with a widow he creates ḥillulin, i.e., the male offspring of those relations is a ḥalal, disqualified from the priesthood, and the female offspring is a ḥalala, unfit to marry a priest, but he does not create mamzerim. Apparently, in that case, the betrothal does take effect.

[16] The Gemara asks: And according to Rabbi Yeshevav, who said: Come, let us scream at Akiva ben Yosef, who is proliferating mamzerim, as he would say: With regard to anyone who does not have the possibility of permitted relations in the Jewish people, including a widow with a High Priest, the offspring is a mamzer, what is the difference between their opinions, between the one who said that a fine is paid to women with whom the betrothal takes effect and the one who said that a fine is paid to women suitable for one to sustain? Rabbi Yeshevav maintains that betrothal does not take effect even in the case of a widow to a High Priest. The Gemara answers: There is a difference between them with regard to

[17] intercourse with women for which one is liable for violating a positive mitzva, e.g., an Egyptian convert and an Edomite convert (see Deuteronomy 23:8–9). If he raped a first- or second-generation Egyptian or Edomite convert, even Rabbi Yeshevav agrees that the child is not a mamzer, as the betrothal takes effect. On the other hand, it is prohibited for him to sustain her as a wife.

[18] The Gemara asks: This works out well according to Rabbi Yeshevav if he is coming to reject the opinion of Rabbi Simai. If Rabbi Yeshevav merely takes issue with Rabbi Simai, who said that all offspring of forbidden relations are mamzerim according to Rabbi Akiva except for those resulting from relations between a widow and a High Priest, then it may well be explained that Rabbi Yeshevav holds that Rabbi Akiva rules that betrothal does not take effect and that there is mamzerut when one violates the prohibitions of the priesthood. However, if he is stating his own opinion, independent of Rabbi Simai's statement, his ruling is more comprehensive and leads to the conclusion that in the case of relations with anyone who does not have the possibility of permitted relations among the Jewish people, the child is a mamzer, and this is true even of women for relations with whom one is liable for violating positive mitzvot, e.g., Egyptian or Edomite converts.

In that case, what is the difference between the opinions of Shimon HaTimni and Rabbi Shimon ben Menasya?

19 The Gemara answers: There is a difference between them in the case of a non-virgin raped by a High Priest. And the Gemara asks: Here, too, she is a woman for relations with whom one is liable for violating a positive mitzva, as the High Priest fails to fulfill the mitzva “But a virgin of his own people shall he take to wife” (Leviticus 21:14). If Rabbi Akiva rules that betrothal does not take effect when a positive mitzva is violated, what is different about this case? The Gemara answers: It is different because it is a positive mitzva whose application is not equal for all. There are two lenient aspects to this mitzva: It is a positive mitzva and not a prohibition, and it applies only to the High Priest and not to all Jews. Even Rabbi Yeshevav would agree that according to Rabbi Akiva, a child born from relations between a High Priest and a non-virgin is not a mamzer. However, the High Priest may not sustain the woman as his wife. Therefore, this case is the practical difference between the statements of Shimon HaTimni and Rabbi Shimon ben Menasya.

20 § Rav Ḥisda said: Everyone agrees with regard to one who engaged in forced intercourse with a menstruating woman that he pays the fine. He elaborates: According to the one who says that the criterion is whether there is betrothal, for this woman too there is betrothal. According to the one who says that the criterion is whether the woman is suitable for him to sustain, this woman is suitable for him to sustain.

21 § The Gemara comments: And the mishna’s ruling that one who has relations with his sister is liable to pay the fine comes to exclude the opinion of Rabbi Neḥunya ben HaKana, as it is taught in a baraita: Rabbi Neḥunya ben HaKana would render Yom Kippur like Shabbat with regard to payment for damages. Just as one who intentionally desecrates Shabbat is liable to receive the death penalty and is therefore exempt from the obligation of payment for damages caused while desecrating Shabbat, so too, one who intentionally desecrates Yom Kippur is liable to receive the death penalty and is therefore exempt from the obligation of payment for damages caused while desecrating Yom Kippur.

22 The Gemara asks: What is the rationale for the opinion of Rabbi Neḥunya ben HaKana? Abaye said: It states the word harm at the hands of man, in the verse “But if any harm follow, then you shall give a soul for a soul” (Exodus 21:23) and it states the word harm at the hand of Heaven, in the verse in which Jacob states: “My son shall not descend with you…and harm befalls him on the way” (Genesis 42:38). Just as with regard to harm that is stated at the hands of man, e.g., one who kills and is liable to be executed, one is exempt from the associated payment, so too, with regard to harm that is stated at the hand of Heaven, one is exempt from the associated payment.

23 Rav Adda bar Ahava strongly objects to this: From where is it derived that when Jacob is warning his sons he is warning them about cold and heat [tzinim paḥim], which are at the hand of Heaven? Perhaps he was warning them about a lion and thieves, which are harm at the hands of man, meaning that unlike heat and cold, these dangers are not calibrated by God. The Gemara refutes this: Is that to say that Jacob warned them about this harm at the hand of man, but about that harm at the hand of Heaven he did not warn them? Jacob warned them about all potentially harmful matters that might befall Benjamin, not merely one particular form of catastrophe.

24 The Gemara asks: And are cold and heat at the hand of Heaven? Isn’t it taught in a baraita: All matters are at the hand of Heaven except for cold and heat, as it is stated: “Cold and heat are on the

path of the crooked, he who guards his soul shall keep far from them” (Proverbs 22:5)? This indicates that cold and heat are forms of harm caused by man, from which one can protect himself. And furthermore, are a lion and thieves forms of harm at the hands of man? But didn’t Rav Yosef say, and similarly, didn’t Rabbi Ḥiyya teach a baraita: From the day that the Temple was destroyed, although the Sanhedrin was abolished the four death penalties were not abolished? The Gemara asks: Were they not abolished? It is clear that they were abolished, as today there is neither Sanhedrin nor capital punishment. Rather, it means that although there are no court-imposed executions,

[25] the punishment of the four death penalties was not abolished. How so? One who was liable to be executed by stoning either falls from the roof or a beast tramples him. That is similar to stoning, which involves being pushed off an elevated place and then stoned. And one who was liable to be executed by burning either falls into a conflagration or a snake bites him, which creates a burning sensation. And one who was liable to be executed by decapitation is either handed over to the ruling monarchy for execution by sword, or bandits attack and kill him. And one who was liable to be executed by strangulation either drowns in a river, or dies of diphtheria [serunki]. Rather, reverse the order of the previous statement: A lion and thieves are cases of harm at the hand of Heaven, while cold and heat are cases of harm at the hands of man.

[26] Rava said an additional explanation: The rationale for the opinion of Rabbi Neḥunya ben HaKana is from here. It is written that one who gives his children to Molech is liable to be executed by stoning: “And if the people of the land do at all hide their eyes from that man, when he gives of his seed to Molech, and do not put him to death; then I will set My face against that man and against his family, and will cut him off [vehikhrati]” (Leviticus 20:4–5). Through the juxtaposition in this verse the Torah said: My karet is like your death penalty; just as one who is liable to receive your death penalty is exempt from the associated payments, so too, one who is liable to receive My karet is exempt from the associated payments.

[27] The Gemara asks: What practical difference is there between the opinions of Rava and Abaye with regard to the rationale for the opinion of Rabbi Neḥunya ben HaKana? The Gemara answers: There is a difference between them with regard to a non-priest who intentionally ate teruma. According to Abaye he is exempt from paying the priest the value of the teruma, as a non-priest who ate teruma is liable to receive death at the hand of Heaven. Abaye maintains that the legal status of all forms of death at the hand of Heaven is equivalent to that of death at the hands of man, and therefore, one is exempt from payment. And according to Rava, who derives the rationale from the juxtaposition between karet and death at the hands of man, since a non-priest who ate teruma is not liable to receive karet, he is liable to pay the priest for the teruma that he ate.

[28] The Gemara asks: And according to Abaye, is a non-priest actually exempt from payment for the teruma? But didn’t Rav Ḥisda say that Rabbi Neḥunya ben HaKana concedes with regard to one who steals another’s forbidden fat and eats it that he is obligated to pay for the fat, even though he is liable to receive karet, as he was already liable for theft before he came to violate the prohibition against eating forbidden fat? Apparently, from the moment he lifts the fat to steal it he acquired it, and he bears responsibility to repay it, but he is liable to receive the death penalty only when he eats it. Here, too, with regard to a non-priest who ate teruma, at the moment he lifts the teruma he acquired it and is responsible to repay it, and he is liable to receive the death penalty only when he eats it. The Gemara answers: With what are we dealing here? It is a case where another inserted the

teruma into his mouth. In that case, acquisition and liability to receive the death penalty are simultaneous.

[29] The Gemara asks: Ultimately, once he chewed the teruma he acquired it and is liable to pay, and he is liable to receive the death penalty only when he swallows it. Since the two are not simultaneous, he should be liable to pay. The Gemara answers: It is a case where another inserted it into the pharynx, so the liability for payment and liability for the death penalty were both achieved through swallowing. The Gemara asks: What are the circumstances? If it is possible to retrieve the teruma by removing it without ruining it, let him retrieve it. If one does so, he would not be liable to pay. If he fails to do so, liability or payment precedes liability for the death penalty. If it is not possible to retrieve the teruma, why is he liable? He did nothing; another person inserted the food in his throat. The Gemara answers: It is necessary only in a situation where it is possible to retrieve the teruma under duress, with great effort.

[30] Rav Pappa said: It is referring to a case where another inserted liquids of teruma into his mouth. As soon as the liquid enters his mouth, it is ruined. Therefore, the acquisition and his enjoyment are simultaneous. Rav Ashi said: It is referring to a non-priest who partook of his own teruma, e.g., if the non-priest inherited teruma from a priest, or acquired ownership from a priest. In that case, he did not steal the teruma and there is no payment for it, but he is liable to receive the death penalty for eating teruma,

[31] and at the same time he tore another’s silk [shira’in]. The question is whether the liability to receive the death penalty exempts him from the liability for payment incurred at precisely the same moment.

[32] § The Gemara analyzes the matter itself. Rav Ḥisda said: Rabbi Neḥunya ben HaKana concedes in the case of one who steals another’s forbidden fat and eats it that he is obligated to pay for the fat, as he is already liable for theft before he comes to violate the prohibition against eating forbidden fat. The Gemara comments: Let us say that Rav Ḥisda disagrees with Rabbi Avin, as Rabbi Avin said: One who shoots an arrow from the beginning of four cubits to the end of four cubits in the public domain on Shabbat, thereby performing a prohibited labor for which he is liable to receive a court-imposed death penalty, and the arrow ripped silk as it proceeds, is exempt from the obligation to pay for the silk because he is liable for the more severe punishment for desecrating Shabbat. Although the silk was ripped prior to completion of the prohibited labor, as the arrow had not yet come to rest, he is nevertheless exempt, as lifting is a prerequisite for placement. The prohibited labor of carrying on Shabbat is comprised of lifting of the object and placement. Once he shot the arrow, its movement through the air is a continuation of his act of Shabbat desecration, for which he is liable to be executed. Here, too, say that lifting the fat is a prerequisite for eating, and therefore he should be exempt from payment.

[33] The Gemara refutes this argument: How can these cases be compared? There, in the case of the arrow, placement is impossible without lifting, as placement without lifting is not a labor prohibited on Shabbat. Therefore, lifting and placement are a single unit. In contrast, here, eating is possible without lifting as, if one wishes, he could bend down and eat without lifting the food to his mouth. Alternatively, there is another difference between the cases: There, in the case of the arrow, even if he seeks to take back the arrow after shooting it, he cannot take it back; therefore, lifting and placement constitute one action. Here, he could replace the fat after lifting it.

[34] The Gemara asks: What practical difference is there between this formulation, where the criterion is whether the second stage could be performed independent of the first stage, and that formulation, where the criterion is whether the second stage is inevitable after performing the first stage? The Gemara responds: There is a practical difference between them with regard to one who carries a knife in the public domain and tears silk as he proceeds. According to that formulation, where you said: Lifting is a prerequisite for placement, here too, lifting is a prerequisite for placement. As these two stages are inexorably connected, they constitute one action, and the one carrying the knife is exempt from paying the damages. Conversely, according to that formulation where you said: He cannot take back the arrow and that is why they are considered one action, here, he can take back the knife; therefore, lifting and placement are separate actions and he is not exempt from punishment for the damages that he caused.

[35] § The Gemara analyzes the matter itself. Rabbi Avin said: With regard to one who shoots an arrow from the beginning of four cubits to the end of four cubits and the arrow rips silk as it proceeds, he is exempt, as lifting is a prerequisite for placement. Rav Beivai bar Abaye raised an objection from that which is taught in a baraita: One who steals a purse on Shabbat is liable for the theft because he was already liable for theft as soon as he lifted the purse. This took place before he came to violate the prohibition against performing prohibited labor on Shabbat by carrying it into the public domain, a violation punishable by stoning. However, if he did not lift the purse but was dragging it on the ground and exiting the private domain, dragging and exiting, he is exempt, as the prohibition against theft and the prohibition of Shabbat are violated simultaneously when he drags the purse out of the owner’s property and into the public domain.

[36] Rav Beivai concludes: But why is he liable if he carried the purse? Here, too, let us say that lifting is a prerequisite for carrying out, and therefore the theft was performed in the course of performance of the prohibited labor and he is exempt. The Gemara answers: With what are we dealing here? We are dealing with a case where he lifted the pouch in order to conceal it in the same domain, not to carry it out into the public domain, and he reconsidered his plan with regard to the purse and carried it out. In that case the act of lifting was not performed for the purpose of carrying out. Therefore, he is not exempt from the obligation to pay for the theft.

[37] The Gemara asks: And in a case like that, where he reconsidered, is one liable for carrying out an object on Shabbat? But didn’t Rav Simon say that Rabbi Ami said that Rabbi Yoḥanan said: One who moves objects from one corner of his house to another corner on Shabbat, and he reconsidered his plan in their regard after lifting them and carried them out into the public domain, he is exempt, as the act of lifting was not initially performed for that purpose of carrying from one domain to another. Here, too, since the thief did not lift the pouch with the intention of carrying it out, he is not liable to be stoned.

[38] The Gemara emends the previous answer: Do not say that he lifted it in order to conceal it; rather, say that he lifted it in order to carry it out. Nevertheless, the case of shooting the arrow and the case of stealing the purse are different, as with what case are we dealing here? It is a case where he stopped in the courtyard before taking the pouch out to the public domain. Therefore, the initial lifting is exclusively theft and not the start of a prohibited labor, as by stopping, he separated the lifting from the carrying out.

[39] The Gemara asks: This is a case where he stopped. For what purpose did he stop? If he stopped in order to adjust the burden on his shoulder, that is the typical manner of proceeding and would not be considered an interruption in the process of carrying out the object. Rather, it must be in a case of one who stopped to rest, and when he resumes moving he initiates a separate action. The Gemara infers: But if he stopped in order to adjust the burden on his shoulder, what is the halakha?

[40] He would be exempt. If that is the case, rather than teaching: If he was dragging and exiting, dragging and exiting, he is exempt, let the tanna distinguish and teach the distinction within the case of carrying itself, as follows: In what case are these matters stated? It is in a case where he stopped to rest; however, if he stopped to adjust the burden on his shoulder, he is exempt.

[41] Rather, the Gemara explains why one is liable in the case where he carries the purse. In accordance with whose opinion was this halakha taught? It is in accordance with the opinion of ben Azzai, who said: The legal status of one who walks is like that of one who stops, as each step constitutes a pause between the actions of lifting and placement. Therefore, the initial lifting is not part of the prohibited labor of carrying out. The Gemara infers: But if one throws the object into another domain, what is the halakha? He would be exempt from payment, as the lifting is the start of the prohibited labor of carrying out. If so, let the tanna distinguish and teach the distinction within the case itself, without resorting to the case of dragging and exiting, as follows: In what case are these matters stated? It is in the case of one who walks, so that there is separation between lifting and carrying out, and therefore the theft and the desecration of Shabbat are not simultaneous. However, one who throws is exempt from payment, as liability for carrying out and for theft are incurred simultaneously.

[42] The Gemara answers: According to the opinion of ben Azzai, that would in fact be a more appropriate distinction; however, the case of one who was dragging and exiting was necessary for the tanna to teach because it includes a novel element, as it might enter your mind to say that this is not a typical manner of carrying out, and one is not liable to be executed for performing a prohibited labor in an atypical manner. Therefore, it teaches us that this too is a manner of carrying out.

[43] And the Gemara asks: In what case is this so? If it is in the case of large purses, obviously dragging is its typical manner, and there is nothing novel in this. If it is in the case of small purses, dragging is certainly not its typical manner, and one would certainly not be liable. Rather, it must be referring to intermediate-sized purses. Although they are not always carried out in this manner, since they are sometimes dragged, the novelty is that he is liable for desecrating Shabbat and exempt from the payment.

[44] The Gemara continues: And in this case, to where did he carry out the pouch? If he carried it out from the owner’s private domain to the public domain, there is violation of the prohibition of Shabbat; however, there is no violation of the prohibition against theft, as one does not acquire an item by pulling it into the public domain. If he carried it out from the owner’s private domain to his own private domain, there is violation of the prohibition against theft; however, there is no violation of the prohibition of Shabbat. The Gemara answers: This ruling is necessary only in a case where he carried it out to the sides of the public domain. This is referring to the area in the public domain adjacent to the houses located on its sides, demarcated from the thoroughfare by small pegs and not by a full-fledged partition.

[45] The Gemara asks: And in accordance with whose opinion is this taught? If it is in accordance with the opinion of Rabbi Eliezer, who said: The legal status of the sides of the public domain is like that of the public domain, there is violation of the prohibition of Shabbat; however, there is no violation of the prohibition against theft. If it is in accordance with the opinion of the Rabbis, who said: The legal status of the sides of the public domain is not like that of the public domain, there is violation of the prohibition against theft; however, there is no violation of the prohibition of Shabbat.

[46] The Gemara answers: Actually, it is in accordance with the opinion of Rabbi Eliezer, and when Rabbi Eliezer said: The legal status of the sides of the public domain is like that of the public domain, that applies only with regard to the liability for performing prohibited labor on Shabbat, as occasionally the multitudes crowd and enter there. However, with regard to the matter of acquiring an object, one acquires it by dragging it there. What is the reason for this halakha? It is due to the fact that the public is not typically found there, and acquisition can be effected in a place where the multitudes are not typically found.

[47] Rav Ashi said: Actually, one is exempt when one dragged the object into the public domain in a case where he joined his hand to his other hand at a height below three handbreadths off the ground and received the purse by passing it from one hand into the other as soon as he brought it into the public domain. This is in accordance with the opinion of Rava, as Rava said: A person’s hand is considered like four by four handbreadths for him. Therefore, an object placed in one’s hand is considered placed with regard to Shabbat, and since his hand is his personal domain he has also acquired the stolen item. Rav Aḥa taught the entire discussion this way, as above.

[48] Ravina taught otherwise: Actually, it is a case where one carried out the object to the public domain, and in the public domain he also acquires the stolen object by removing it from the owner’s domain, even if he does not transfer it to his own domain. The Gemara comments: And the two of them, Rav Aḥa and Ravina disagree with regard to the inference of this mishna, as we learned in a mishna (Bava Kamma 79a) with regard to one who stole an animal: If he was pulling the animal and exiting, and it died in the domain of the owner, the thief is exempt from payment because he did not yet acquire the animal and therefore did not assume liability for its death through circumstances beyond his control. If he lifted it or took it out of the owner’s domain, thereby acquiring the animal, and it died, the thief is liable to pay its value because it died in his possession.

[49] Ravina inferred his conclusion from the first clause of the mishna, and Rav Aḥa inferred his conclusion from the latter clause. Ravina inferred his conclusion from the first clause: If he was pulling the animal and exiting, and it died in the domain of the owner, the thief is exempt from payment. The reason that the thief is exempt is that the animal died in the owner’s domain; by inference, if he took it out of the owner’s domain and it died, he is liable because the thief acquires the item by its very removal from the owner’s property, even to the public domain. Rav Aḥa inferred his conclusion from the latter clause of the mishna: If he lifted it or took it out of the owner’s domain, he is liable. Based on the juxtaposition of the two, taking the animal out is similar to lifting it: Just as lifting is an act of acquisition through which the animal comes into his domain, so too, taking it out is referring to a case where it comes into his domain.

[50] The Gemara observes: For Rav Aḥa the first clause of the mishna is difficult, while for Ravina the latter clause is difficult. The Gemara answers: The first clause is not difficult for Rav Aḥa, as he could explain it as follows: As long as the animal has not come into one’s domain, even if it has left

the owner’s property, we continue to call it the owner’s domain. Similarly, the latter clause is not difficult for Ravina, as in his opinion we do not say: Taking the animal out is similar to lifting it. Therefore, the mishna’s ruling is that the thief acquires the animal merely through its removal from the owner’s property.

51 § The mishna continues: Similarly, one who has forced relations with his sister, i.e., he rapes her, or with his father’s sister, or with his mother’s sister, or with his wife’s sister, or with his brother’s wife, or with his father’s brother’s wife after they divorced, or with a menstruating woman, there is a fine paid. And the Gemara raised a contradiction from the following mishna (Makkot 13a): And these people are flogged: One who has relations with his sister, or with his father’s sister, or with his mother’s sister, or with his wife’s sister, or with his brother’s wife, or with his father’s brother’s wife, or with a menstruating woman. Anyone who intentionally has relations with any of these women is punished with lashes.

52 And since we maintain in general that one is not both flogged and liable to pay, if one receives lashes for having relations with his sister, why must he pay the fine as well? Ulla said: This is not difficult; here, the halakha in the mishna is with regard to his sister who is a young woman, for whom one pays a fine and is not flogged, whereas there, the halakha in the mishna is with regard to his sister who is a grown woman, for whom one does not pay a fine.

53 The Gemara asks: In the case of one who has relations with his sister who is a grown woman, too, although he does not pay a fine, isn’t there compensation for humiliation and degradation? He should be exempt from lashes in that case as well. The Gemara answers: There, the halakha in the mishna is with regard to his sister who is an imbecile, with regard to whom there is no humiliation or degradation beyond her status as an imbecile. The Gemara asks: But isn’t there payment for pain even in the rape of an imbecile? The Gemara responds: The halakha is with regard to a seduced woman, who is not entitled to payment for pain, as she engaged in relations willingly.

54 The Gemara comments: Now that you have arrived at this explanation that the mishna is referring to a seduced woman, the mishna can be understood even if you say it is referring to his sister who is a young woman. The reason that the seducer does not pay the fine is that the halakha is with regard to one who is an orphan and a seduced woman. Were her father alive, he would receive the payment. Because he died, the payment goes to her. Since she willingly participated in the relations, she relinquished her right to the payment, and the seducer is therefore liable to receive lashes.

55 The Gemara observes: Apparently, Ulla maintains that in any case where there is liability to both pay money and receive lashes, e.g., one who has forced relations with his sister who is a young woman, one pays money but is not flogged. The Gemara asks: From where does Ulla derive this principle? The Gemara answers: He derives it from the halakha of one who injures another. Just as with regard to one who injures another where there is liability to both pay money for the injury and receive lashes for violating the prohibition “Lest he continues to strike him” (Deuteronomy 25:3), the halakha there is that one pays money but is not flogged, so too, in any case where there is liability to both pay money and receive lashes, one pays money but is not flogged.

56 The Gemara asks: What is the basis for the comparison between other cases and the case of one who injures another? One who injures another cannot serve as a paradigm for cases of liability for both money and lashes because the case of one who injures another is particularly stringent, as he is liable to pay five types of indemnity: Injury, pain, medical costs, loss of livelihood, and humiliation.

And if payment of money is a more lenient form of punishment than lashes, one could infer a fortiori: If in the stringent case of injuring another, one receives the more lenient punishment, all the more so would he receive the more lenient punishment in less stringent cases; nevertheless, one who injures another cannot serve as a paradigm for cases of liability for both money and lashes. The reason is that there is also a lenient aspect with regard to injuring another, as it is permitted, in departure from its norm, in court. The court administers lashes, injuring those convicted. The leniency is that its application is selective.

[57] Rather, the Gemara states that Ulla derives this principle from the halakha of false, conspiring witnesses. Just as with regard to conspiring witnesses, where there is liability to both pay money, if they falsely testified to render one liable for payment, and receive lashes, for violating the prohibition "You shall not bear false witness against your neighbor" (Exodus 20:13), and the halakha is that one pays money but is not flogged, so too, in any case where there is liability to both pay money and receive lashes, one pays money but is not flogged.

[58] The Gemara asks: What is the basis for the comparison of other cases to the case of conspiring witnesses? Conspiring witnesses cannot serve as a paradigm for cases of liability for both money and lashes because the case of conspiring witnesses is particularly stringent, as they do not require forewarning. As a rule, the courts administer punishment only to one who was forewarned not to perform the transgression. The fact that this is not a requirement in the case of conspiring witnesses indicates that it is a particularly stringent prohibition. Therefore, no proof can be cited from the case of conspiring witnesses to other cases with regard to monetary payment instead of lashes. And if payment of money is a more lenient form of punishment than lashes, the case of conspiring witnesses also has a lenient aspect, as they did not perform an action but merely spoke.

[59] Rather, Ulla derives the principle from both of them, the cases of one who injures another and of conspiring witnesses. The common denominator of both cases is that there is liability to both pay money and receive lashes and the halakha is that one pays money but is not flogged; so too, in any case where there is liability to both pay money and receive lashes, one pays money but is not flogged. The Gemara asks: What is the basis for the comparison of other cases to the common denominator of both cases, as they have an element of stringency that does not exist in other prohibitions in that one who injures another pays five types of indemnity, and conspiring witnesses are flogged without forewarning? And if payment of money is a more lenient form of punishment than lashes, other cases cannot be derived from it, as they have an element of leniency that does not exist in other prohibitions. The prohibition in the case of one who injures another is selectively applied, as it is permitted, in departure from its norm, in court, and the case of conspiring witnesses is lenient because they performed no action.

[60] Rather, Ulla derives the fact that one pays and is not flogged by means of a verbal analogy between the terms for and for. The verse states with regard to rape: "And the man who lay with her shall give to the father of the young woman fifty shekels of silver, and to him she shall be as a wife, because [taḥat] he tormented her" (Deuteronomy 22:29), and it states there, with regard to injury: "An eye for [taḥat] an eye" (Exodus 21:24). Just as there, with regard to injury, one pays money and is not flogged, so too, in any case where there is liability to both pay money and receive lashes, one pays money but is not flogged.

61 § In proposing a different resolution to the apparent contradiction between the mishna here that rules that one pays a fine for raping his sister and the mishna in Makkot that rules that one is flogged in that case, Rabbi Yoḥanan said: Even if you say that both mishnayot are referring to his sister who is a young woman, there it is referring to a case where the witnesses forewarned him, and therefore the rapist is flogged; here, it is referring to a case where the witnesses did not forewarn him. Since no lashes are administered without forewarning, the rapist pays the fine.

62 The Gemara observes: Apparently, Rabbi Yoḥanan maintains that in any case where there is liability to both pay money and receive lashes, and the witnesses forewarned him, he is flogged but does not pay money. The Gemara asks: From where does Rabbi Yoḥanan derive this principle? The Gemara explains that he derives it from that which the verse states with regard to one sentenced to lashes in the court: “The judge shall cause him to lie down, and to be beaten before him, according to the measure of his wickedness” (Deuteronomy 25:2), from which it is inferred: For one act of wickedness, i.e., punishment, you can render him liable, but you cannot render him liable for two acts of wickedness. And juxtaposed to this it states: “Forty he shall strike him” (Deuteronomy 25:3), indicating that the punishment that is administered when one is liable to receive two punishments is lashes and not payment.

63 The Gemara asks: And what of the case of one who injures another where there is liability to both pay money and receive lashes, in which case one pays money but is not flogged? And lest you say that this applies only when the witnesses did not forewarn him, but if they forewarned him before he struck his friend he is flogged but does not pay money, didn’t Rabbi Ami say that Rabbi Yoḥanan said: If one struck another with a blow that does not cause damage that amounts to the value of a peruta, he is flogged? The Gemara asks: What are the circumstances of that case? If it is a case where the witnesses did not forewarn him, why is he flogged? No lashes are administered without forewarning. Rather, obviously it is a case where they forewarned him, and the reason he is flogged is that there is not damage that amounts to the value of a peruta. The damages are not quantifiable. The Gemara infers: However, if there is damage that amounts to the value of a peruta, he pays money and is not flogged, even though he was forewarned.

64 The Gemara answers that the fact that conspiring witnesses pay money can be explained in accordance with that which Rabbi Ile’a said in a different context: The Torah explicitly amplified the case of conspiring witnesses to include liability for payment. The Torah employed language indicating that conspiring witnesses who testified falsely in order to render one liable for payment must pay the sum and are not flogged. Here, too, with regard to injury, the Torah explicitly amplified the case of one who injures another to include liability for payment. The Gemara asks: And where is this statement of Rabbi Ile’a stated? The Gemara answers that it is stated concerning this mishna (Makkot 4a). If witnesses said: We testify that so-and-so owes another two hundred dinar, and these witnesses were discovered to be conspiring witnesses; they are flogged and pay, as the source [shem] that brings them to liability to receive lashes does not bring them to liability for payment. Each liability has an independent source; the source for lashes is: “You shall not bear false witness against your neighbor,” (Exodus 20:13) while the source for payment is: “You shall do unto him as he conspired” (Deuteronomy 19:19). This is the statement of Rabbi Meir. And the Rabbis say: Anyone who pays is not flogged.

[65] And with regard to that mishna, the Gemara asks: Let us say, on the contrary, that anyone who is flogged does not pay. Rabbi Ile'a said: The Torah explicitly amplified the case of conspiring witnesses for payment, not lashes. The Gemara asks: Where did the Torah amplify the case of conspiring witnesses? The Gemara explains: Now, since it states with regard to conspiring witnesses: "And you shall do unto him as he conspired to do unto his brother" (Deuteronomy 19:19); why do I require the Torah to state in his punishment: "A hand for a hand" (Deuteronomy 19:21)? This indicates that the punishment that takes precedence is one in which there is an item that is given from hand to hand, and what is that item? It is money.

[66] The same can be said with regard to one who injures another. Now, since it states: "And a man who places a blemish upon his counterpart, as he has done so shall be done to him" (Leviticus 24:19), why do I require the Torah to state: "As one who places a blemish upon a man, so shall be placed [yinnaten] upon him" (Leviticus 24:20)? This teaches that this is referring to an item that involves giving [netina], and what is that item? It is money.

[67] The Gemara asks: And Rabbi Yoḥanan, what is the reason that he did not say the same halakha as Ulla, that where there is liability to both pay money and receive lashes, one pays money but is not flogged? The Gemara answers: If so, if that were the case, you have rendered moot the prohibition "The nakedness of your sister…you shall not uncover" (Leviticus 18:9) in that contrary to the standard prohibitions, no lashes would be administered for its violation.

[68] The Gemara asks: Based on that reasoning, the same would hold true for one who injures another as well; if so, if he pays and is not lashed, you have rendered moot the prohibition "Forty he shall strike him; he shall not exceed, lest if he should exceed" (Deuteronomy 25:3). The same would hold true for conspiring witnesses as well; if so, you have rendered moot the verse interpreted as addressing the matter of conspiring witnesses: "And it shall be if the wicked man deserves to be flogged" (Deuteronomy 25:2). Rather, with regard to conspiring witnesses, that verse can be fulfilled in the case of the son of a divorcée or the son of a ḥalutza. If witnesses testified that a priest is the son of a divorcée or a ḥalutza and were discovered to be conspiring witnesses, there is no payment and they are flogged. With regard to one who injures another as well, the verse can be fulfilled in a case where he struck him with a blow that does not cause damage amounting to the value of a peruta.

[69] The Gemara raises a difficulty: If so, with regard to one's sister as well, the lashes can be fulfilled in the case of one who had forced relations with his sister who is a grown woman. Since there is no fine in that case, he is flogged and the verse is not moot. The Gemara answers: Rabbi Yoḥanan could have said to you that he does not agree with Ulla because this verse: "Because he tormented her" (Deuteronomy 22:29), is not available for a verbal analogy, as he requires it to derive in accordance with that which Abaye said, as Abaye said that the verse states: The fine of fifty dinar is payment "because he tormented her"; by inference one may conclude that beyond the fine, there is compensation for humiliation and degradation.

[70] The Gemara asks: And Ulla, who uses this verse to derive a verbal analogy, from where does he derive the halakha stated by Abaye? The Gemara answers: He derives it from the statement of Rava, who derives that halakha from the same verse, as Rava said that the verse states: "And the man who lay with her shall give to the father of the young woman fifty shekels of silver" (Deuteronomy 22:29). The superfluous phrase "who lay with her" teaches that it is for the pleasure of lying with her

that he pays fifty shekels, i.e., fifty sela; by inference one may conclude that beyond the fine, there is compensation for humiliation and degradation.

71 § Rabbi Eliezer says: The reason that conspiring witnesses pay money but are not flogged is due to the fact that they are not subject to forewarning, and without forewarning there are no lashes. Rava said: Know that this is true, since there is no practical manner to forewarn them, as when would we forewarn them? Perhaps let us forewarn them initially, before they come to testify; in that case, the forewarning would be ineffective because they could say: We forgot the forewarning. Then let us forewarn them at the moment of the action, just before they testify; in that case they will leave and not testify at all, as concern for potential repercussions will intimidate them into silence. Or, let us forewarn them at the end after their testimony; in that case that which was, was, and forewarning at that point is pointless.

72 Abaye strongly objects to this: And let us warn them within an interval equivalent to the time of speaking, during the brief period after they completed their statements, at which time the testimony is not yet considered to have concluded. Since they can still retract or amend their testimony during that period, a warning delivered at that point would be timely and effective. Rav Aḥa, son of Rav Ika, also strongly objects to this: And let us forewarn them initially, before they testify, and gesture to them during the actual testimony, reminding them of the forewarning so they will be unable to claim that they forgot it.

73 Abaye then said: That which I stated is not a significant matter. Instead, if it enters your mind that conspiring witnesses require forewarning, when we do not forewarn them we do not kill them. However, is there a matter in which they sought to kill the defendant without forewarning him, as their testimony was false, and in order to punish them they require forewarning? Don’t we require that their punishment reflect the verse “And you shall do unto him as he conspired to do unto his brother” (Deuteronomy 19:19)? And if they require forewarning that is not the case.

74 Rav Samma, son of Rav Yirmeya, strongly objects to this: However, if what you say is so, when witnesses falsely accuse a priest of being the son of a divorcée or the son of a ḥalutza, as they are not included in the verse “As he conspired” but rather they are punished for violating the prohibition “You shall not bear false witness against your neighbor,” let them require forewarning. The Gemara answers that the verse states: “You shall have one manner of law” (Leviticus 24:22), meaning that there must be a law equal for all of you. Since in standard cases of conspiring witnesses no forewarning is required, even in exceptional cases like testimony that a priest is the son of a divorcée or a ḥalutza, forewarning is not required.

75 § Rav Sheisha, son of Rav Idi, said: The fact that in the case of one who injures another as well he pays money and is not flogged is derived not by means of a verbal analogy but from here: “If men quarrel and hurt a pregnant woman so that her child departs from her, and yet no harm follow, he shall be punished as imposed upon him by the woman’s husband” (Exodus 21:22). And Rabbi Elazar said: The verse is speaking of a quarrel that involves death, i.e., they sought to kill each other, as it is written: “And if any harm follow, then you shall give a soul for a soul” (Exodus 21:23).

76 The Gemara asks: What are the circumstances of this case? If they did not forewarn one not to kill the other, why is he killed if the death of his opponent ensues? Rather, obviously it is a case where they forewarned him, and the principle is that one who is forewarned with regard to a severe matter, murdering his counterpart, is forewarned with regard to a lesser matter, injuring his counterpart. And

although he is forewarned against injuring another, which violates a prohibition and is punishable by lashes, the Merciful One states: “And yet no harm follow, he shall be punished” (Exodus 21:22), indicating that one pays and is not flogged.

[77] Rav Ashi strongly objects to this proof. First of all, with regard to your initial assumption, from where do you ascertain that one who is forewarned with regard to a severe matter is forewarned with regard to a lesser matter? Perhaps he is not considered forewarned with regard to the lesser matter. Furthermore, even if you say that one is in fact forewarned with regard to a lesser matter, from where do you ascertain that the death penalty is a more severe punishment than lashes?

[78] Perhaps the punishment of lashes is more severe, as Rav said: Had they flogged Hananiah, Mishael, and Azariah (see Daniel, chapter 3) instead of casting them into the fiery furnace, these three would have been induced to worship the graven image. Apparently, the punishment of lashes is more severe than death. Rav Samma, son of Rav Asi, said to Rav Ashi, and some say Rav Samma, son of Rav Ashi, said to Rav Ashi: And is there no difference to you between flogging that has a limit, e.g., forty lashes by Torah law, which is a less severe punishment, and flogging that does not have a limit, i.e., flogging administered to induce compliance, which is more severe?

[79] With regard to the basic proof from the case of the two men quarreling, Rav Ya’akov from Nehar Pekod strongly objects to this. This works out well according to the opinion of the Rabbis, who said that the verse “And you shall give a soul for a soul” (Exodus 21:23) is referring to an actual life, and that if he caused the woman’s death he is executed. However, according to Rabbi Yehuda HaNasi, who said that if he did not intend to injure the woman he is not liable to be executed and instead pays money as indemnity for causing her death, what can be said? According to that opinion, there was no forewarning for lashes at all, and the only liability is payment for injuring another.

[80] Rather, Rav Ya’akov from Nehar Pekod said in the name of Rava that the halakha that one pays and is not flogged is derived from here. With regard to one who struck another with a stone or his fist and did not kill him but caused him to be bedridden, it is written: “If he rises and walks outside with his staff, he who struck him is absolved” (Exodus 21:19). And could it enter your mind that this victim is walking in the marketplace and that aggressor is executed as a murderer? Rather, the verse teaches that one imprisons the aggressor while the injured party recuperates, and if he dies due to the blow he received, we kill him. And if he does not die and recovers, the aggressor’s punishment is based on the verse “His loss of livelihood he shall give, and he shall cause him to be thoroughly healed” (Exodus 21:19).

[81] The Gemara elaborates: What are the circumstances? If the witnesses did not forewarn him, why is the offender killed if the victim dies? Rather, obviously it is a case where the witnesses forewarned him, and one who is forewarned for a severe matter, such as the potential death penalty, is also forewarned for the lesser matter of injuring another, for which he is liable to be flogged, and nevertheless the Merciful One states: “His loss of livelihood he shall give, and he shall cause him to be thoroughly healed.” Apparently, despite his liability to be flogged, he pays and is not flogged.

[82] Rav Ashi strongly objects to this proof: First of all, with regard to your initial assumption, from where do you ascertain that one who is forewarned with regard to a severe matter is forewarned with regard to a lesser matter? Perhaps he is not considered forewarned with regard to the lesser matter. Furthermore, even if you say that one is in fact forewarned with regard to a lesser matter, from where do you ascertain that the death penalty is a more severe punishment than lashes? Perhaps the

punishment of lashes is more severe, as Rav said: Had they flogged Hananiah, Mishael, and Azariah, instead of casting them into the fiery furnace, they would have been induced to worship the graven image. Apparently, the punishment of lashes is more severe than death.

[83] Rav Samma, son of Rav Asi, said to Rav Ashi, and some say Rav Samma, son of Rav Ashi, said to Rav Ashi: And is there no difference to you between flogging that has a limit, e.g., forty lashes by Torah law, which is a less severe punishment, and flogging that does not have a limit, administered to induce compliance, which is more severe?

[84] Rav Mari strongly objects to this proof that one pays and is not flogged: From where do you ascertain that this is referring to one who struck another intentionally, and that the verse "He who struck him shall be absolved" means that he shall be absolved of the death penalty? Perhaps the verse is referring to one who struck another unwittingly, and the verse means that he shall be absolved of exile? In that case, there would be no forewarning. Therefore, no proof may be cited from here that one who injures another pays and is not flogged. The Gemara concludes: This is difficult, and no proof may be cited from here.

[85] § The Gemara cites another resolution of the apparent contradiction between the mishna here, which obligates one who rapes his sister to pay a fine, and the mishna in Makkot, which rules him liable to be flogged. Reish Lakish said: In accordance with whose opinion is this mishna taught? It is in accordance with the opinion of Rabbi Meir, who said: One is flogged and pays. The Gemara asks: If the mishna is in accordance with the opinion of Rabbi Meir, even if one raped his daughter he should also be obligated to pay the fine. However, the mishna lists only those who raped women for whom one is liable to be punished for violating a prohibition or liable to receive karet, not those for whom one is liable to receive court-imposed execution.

[86] And lest you say that Rabbi Meir is of the opinion that one is flogged and pays, but is not of the opinion that one dies by execution and pays; and isn't he of the opinion that one who is executed pays? But isn't it taught in a baraita: If one stole an animal and slaughtered it on Shabbat, or stole it and slaughtered it for idolatry, or stole an ox that was sentenced to be stoned, from which one may derive no benefit and is therefore worthless, and slaughtered it, he pays the owner a payment of four or five times the principal, as he would in any case of stealing and slaughtering an animal? This is the statement of Rabbi Meir. And the Rabbis exempt him from payment because he is liable to receive the death penalty for slaughtering on Shabbat or for idolatry. Apparently, Rabbi Meir maintains that one is obligated to pay even when he is liable to receive the death penalty.

[87] The Gemara refutes this: Wasn't it stated concerning this baraita that Rabbi Ya'akov said that Rabbi Yoḥanan said, and some say that Rabbi Yirmeya said that Rabbi Shimon ben Lakish said, that Rabbi Avin and Rabbi Ile'a and the entire group said in the name of Rabbi Yoḥanan: That case is referring to one who slaughters by means of another? The thief himself did not slaughter the animal; rather, it was his agent. Consequently, the thief pays because the capital crime was committed by his agent. Therefore, this source is unrelated to Rabbi Meir's opinion with regard to the question of whether one is executed and pays.

[88] The Gemara analyzes Rabbi Yoḥanan's explanation: And does this agent sin and that thief is liable to pay four and five times the principal? This violates the principle: There is no agent for matters of transgression. The Gemara explains that this is a halakha unique to this case. Rava said that the Merciful One states: "If a man steal an ox or a sheep and slaughter it or sell it" (Exodus 21:37).

Based on the juxtaposition of slaughter and sale, Rava continues: Just as sale is performed by means of another, as there is no sale without a buyer, so too, one is liable to be punished for slaughter by means of another. Although there is no agent for transgression, here there is a Torah decree that one is liable by means of another.

[89] The Sages of the school of Rabbi Yishmael taught a different source for the halakha that one is liable for slaughter by means of an agent. It is written: "And slaughter it or sell it"; the term "or" comes to include an agent. The Sages of the school of Rabbi Ḥizkiyya taught a different proof from the same verse: "He shall pay…for an ox…for a sheep"; the term "for" comes to include an agent.

[90] Mar Zutra strongly objects to this halakha. Is there any matter with regard to which if one performs it himself, he is not liable, and yet if his agent performs it he is liable? Had he slaughtered the animal himself on Shabbat he would have been exempt from payment. How, then, is he liable if he does so by means of an agent? The Gemara answers: He is exempt not due to the fact that he is not liable for the slaughter; rather, he is exempt due to the fact that he receives the greater of the two punishments, the death penalty, for his desecration of Shabbat. He is liable for both the slaughter and the desecration of Shabbat. In practice, he receives the more severe punishment. However, when he appoints an agent, there is no liability for the desecration of Shabbat, and therefore he must pay for the slaughter.

[91] The Gemara returns to Rabbi Yoḥanan's explanation of the baraita. If the baraita is referring to the case of one who slaughtered by means of another, what is the rationale for the opinion of the Rabbis, who exempt him from payment? As the thief did not perform a transgression for which he is liable to receive the death penalty, why is he exempt from payment for slaughtering the animal? The Gemara answers: Who are the Rabbis who disagree with Rabbi Meir in this case?

[92] It is Rabbi Shimon, who said: The legal status of slaughter that is improper, in that it does not render the meat fit to be eaten, is not that of slaughter. Therefore, one is not liable for slaughter of the animal. The Gemara asks: This works out well with regard to idolatry and the ox that is stoned, as their slaughter is ineffective in rendering the meat fit to be eaten; however, the slaughter on Shabbat is a proper act of slaughter, as we learned in a mishna (Ḥullin 14a): In the case of one who slaughters an animal on Shabbat or on Yom Kippur, although he is liable to receive the death penalty for desecrating Shabbat, his slaughter is valid and the meat may be eaten.

[93] The Gemara answers: The tanna of the baraita under discussion holds in accordance with the opinion of Rabbi Yoḥanan HaSandlar, as it is taught in a baraita: With regard to one who cooks on Shabbat, if he did so unwittingly, he may eat the food he cooked; if he did so intentionally, he may not eat it at all. This is the statement of Rabbi Meir. Rabbi Yehuda says: If he cooked unwittingly he may eat at the conclusion of Shabbat, as the Sages penalized even one who sinned unwittingly in that they prohibited him from deriving immediate benefit from the dish that he cooked; if he sinned intentionally, he may not eat from it ever. Rabbi Yoḥanan HaSandlar says: If he did so unwittingly, the food may be eaten at the conclusion of Shabbat by others but not by him; if he did so intentionally, it may not be eaten ever, neither by him nor by other Jews. According to Rabbi Yoḥanan HaSandlar, food prepared by means of intentional desecration of Shabbat is unfit to be eaten. That is true with regard to cooking food on Shabbat and with regard to slaughtering an animal on Shabbat.

[94] The Gemara asks: What is the rationale for the opinion of Rabbi Yoḥanan HaSandlar? The Gemara explains: It is as Rabbi Ḥiyya taught at the entrance to the house of the Nasi. It is written: “And you shall observe Shabbat, for it is sacred to you; he who profanes it shall be put to death” (Exodus 31:14); just as with regard to a sacred item consecrated to the Temple, eating it is prohibited, so too, with regard to food produced through action that desecrates Shabbat, eating it is prohibited. The Gemara asks: If so, perhaps the analogy should be extended to include the following: Just as with regard to a sacred item, deriving benefit from it is prohibited, so too, with regard to the product of an action that desecrates Shabbat, deriving benefit from it should be prohibited. The Gemara answers: The verse states: “It is sacred to you” (Exodus 31:14), indicating that it shall be yours in the sense that one may derive benefit from it.

[95] The Gemara asks: Based on the analogy between actions that desecrate Shabbat and sacred items, one might have thought that even if the action was performed unwittingly it should be prohibited to eat its product, as is the case with regard to sacred items. Therefore, the verse states: “He who profanes it shall be put to death” (Exodus 31:14), indicating that it is with regard to one who desecrates Shabbat intentionally that I stated to you this analogy to sacred items, as the verse is clearly referring to one who is liable to receive the death penalty, and not with regard to one who desecrates Shabbat unwittingly, who is not executed.

[96] The Gemara comments: Rav Aḥa and Ravina disagree with regard to this matter. One said: The product of an action that desecrates Shabbat is prohibited by Torah law, and one said that it is prohibited by rabbinic law. With regard to the one who said that it is prohibited by Torah law, it is as we said, that it is based on the verse interpreted by Rabbi Ḥiyya. And the one who said that it is prohibited by rabbinic law holds that the verse states: “It is sacred,” from which he infers: It is sacred, but the product of its actions is not sacred, and therefore, by Torah law it may be eaten.

[97] The Gemara asks: And according to the one who said it is prohibited by rabbinic law, what is the rationale for the opinion of the Rabbis who exempt the thief from payment for the slaughter performed by his agent on Shabbat? By Torah law, the slaughter is valid. The Gemara answers: When the Rabbis exempt the thief from payment, it is with regard to the rest of the cases, i.e., one who slaughters for idolatry or an ox sentenced to stoning, not with regard to Shabbat.

[98] The Gemara asks the following question with regard to Rabbi Meir’s opinion that one who slaughters for idolatry is liable to pay the owner for the animal. Once he slaughtered the animal a bit, at the very start of the act of slaughter, it is prohibited for him to derive benefit from the animal because it is an animal sacrificed to idolatry; and when he slaughters the rest, it is not the animal that belongs to its owner that he is slaughtering. Since it is prohibited to derive benefit from the animal, it has no value and there is no ownership. Rava said: It is referring to one who says, prior to the slaughter, that he is worshipping the idol only at the completion of the slaughter, and therefore the prohibition takes effect only then.

[99] The Gemara asks the following question with regard to Rabbi Meir’s opinion that one who slaughters the ox that is stoned is liable to pay for the slaughter. Why is he liable? It is not the owner’s ox that he is slaughtering, since once the ox is sentenced to be stoned it is prohibited to derive benefit from it. Rabba said: With what are we dealing here? We are dealing with a case where the owners entrusted the ox to a bailee and the ox injured another person while in the bailee’s house,

and it was sentenced to be stoned while in the bailee’s house, and the thief then stole it from the bailee’s house and slaughtered it.

[100] And this solution is based on the fact that Rabbi Meir holds in accordance with the opinion of Rabbi Ya’akov and holds in accordance with the opinion of Rabbi Shimon. He holds in accordance with the opinion of Rabbi Ya’akov, who said: Even after the ox was sentenced to be stoned, if the bailee returned it to its owners, it is returned. Despite the fact that the ox is now worthless, as no benefit may be derived from it, since the bailee returned an ox that is physically intact the owner has no claim against him. And Rabbi Meir holds in accordance with the opinion of Rabbi Shimon, who said that the legal status of an object that effects monetary loss is like that of money. Even in the case of an object that is worthless, if its elimination causes monetary loss because it must be replaced, it is considered to have value. In this case, although the ox has no value in and of itself, slaughtering the animal prevents the bailee from returning it intact to the owner, requiring him to pay the owner the value of the ox before it was sentenced to be stoned. Consequently, the thief must reimburse the bailee, as the ox has value for the bailee.

[101] Rabba said: Actually, contrary to Rabbi Yoḥanan’s explanation of the baraita, it is referring to one who slaughters the animal himself,

[102] and Rabbi Meir is of the opinion that one is flogged and pays, but is not of the opinion that one dies by execution and pays. And these halakhot are different, as it is a novel element that the Torah innovated with regard to the halakhic category of fines; although he is killed, he pays. And Rabba followed his line of reasoning stated elsewhere, as Rabba said: If one had a stolen kid in his possession that he had stolen previously, and he slaughtered it on Shabbat, he is liable to pay five times the principal for slaughtering the kid, as he was already liable for stealing before he came to violate the prohibition against performing labor on Shabbat. Although he slaughtered the goat on Shabbat, a capital crime, he is liable for the payment because it is a fine. However, if he stole the goat and slaughtered it on Shabbat, he is exempt from the payment of five times the principal as, if there is no payment for theft, due to his liability to receive the death penalty for desecrating Shabbat, and his obligation to repay the theft is not a fine, there is no liability for slaughter and there is no liability for sale.

[103] And Rabba said: If one had a stolen kid in his possession that he had stolen previously, and he slaughtered it in the course of an act of burglary, he is liable to pay four or five times the principal, as he was already liable for theft before he came to violate the prohibition against burglary. However, if he stole and slaughtered an animal in the course of an act of burglary, he is exempt. Because the owner of the house is permitted to kill the burglar, the status of the burglar is tantamount to one liable to receive the death penalty. As, if there is no payment for theft, there is no liability for slaughter and there is no liability for sale. Rabba’s statements indicate that one pays the fines for slaughter or sale even if he is liable to receive the death penalty.

[104] The Gemara comments: And it was necessary for Rabba to state this halakha with regard to both Shabbat and burglary; as, if he had taught us that one is exempt from payment only with regard to Shabbat, it is because Shabbat is severe since punishment for violation of its prohibition is an eternal prohibition, as whenever witnesses testify that one desecrated Shabbat, he can be executed. However, in the case of burglary, as punishment for violating its prohibition is transitory, e.g., it is permitted for the homeowner to kill the burglar only as long as the burglar remains on his property, say that he is

not exempt from payment. And if he taught us the exemption only with regard to burglary, that would be because his burglary is his forewarning. Because he certainly intends to kill the homeowner, it is permitted for the homeowner to kill him without forewarning. In that respect, burglary is a severe prohibition and exempts one from payment. However, Shabbat, which requires forewarning, is a less severe prohibition, and in that case, say that one is not exempt from payment. Therefore, it was necessary for Rabba to state the exemption in both cases.

105 Rav Pappa said: If one had a stolen cow in his possession that he had stolen previously and he slaughtered it on Shabbat, he is liable to pay four or five times the principal as he was already liable for theft before he came to violate the prohibition of Shabbat. If a cow was lent to him and he slaughtered it on Shabbat, he is exempt from paying the fine. Rav Aḥa, son of Rava, said to Rav Ashi: Is Rav Pappa coming to teach us the case of a cow? In other words, what did Rav Pappa add that was not already clear from Rabba's statement? The same principle applies with regard to both a kid and a cow. If one was liable to pay for the theft when he stole the animal, he is liable to pay the fine for slaughter as well, even if he is liable to receive the death penalty.

106 Rav Ashi said to him: Rav Pappa is coming to teach us the halakha with regard to a borrowed cow, as it could enter your mind to say that since Rav Pappa said: It is from the moment of pulling the animal into his domain that the borrower is obligated to provide the animal's sustenance, then here too, from the moment of borrowing he is liable to pay for its unavoidable accidents. From that point, the animal is legally in his possession and therefore, even if he slaughtered the animal on Shabbat he should be liable. Therefore, he teaches us that one assumes liability for unavoidable accidents only when they actually occur, and if that is on Shabbat, he is exempt.

107 Rava said: If their father died and left them a borrowed cow, they may use it for the entire duration of the period for which it was borrowed. The right to use a borrowed article continues even after the borrower himself dies. However, if the cow died, they are not liable to pay for its unavoidable accident, as they did not borrow the animal themselves. Similarly, if they thought the cow was their father's and they slaughtered it and ate it, they pay only a reduced assessment of the price of the meat. They are required to pay only for the benefit they received, not the damage they caused the owner. However, if their father left them property as a guarantee for return of the borrowed item, i.e., there was a lien on the father's property during his lifetime, they are obligated to pay the entire sum of the damage.

108 The Gemara comments: Some teach this statement, that if the father left property as a guarantee his heirs are liable to pay the entire damage, with regard to the first clause of this halakha, and some teach it with regard to the latter clause. The Gemara elaborates: According to the one who teaches it with regard to the first clause, when the animal died, all the more so would he teach this halakha with regard to the latter clause, as since they slaughtered the animal they must pay full damages. And this approach differs with the opinion of Rav Pappa, who said that a borrower is liable for accidents only when the incident occurs. And according to the one who teaches it with regard to the latter clause, this halakha applies only when they slaughtered and ate it; however, with regard to the first clause, when it died, they would not be liable, as the tanna too maintains that liability for unavoidable accidents begins only when the incident occurs, not from when the cow was borrowed. And this is consistent with the ruling of Rav Pappa.

[109] Several possible solutions were proposed to resolve the apparent contradiction between the mishna here that says that one who rapes his sister pays a fine and the mishna in Makkot that says that he is flogged. The Gemara comments: Granted, Rabbi Yoḥanan, who explains the mishna as referring to a case where he was not forewarned, did not state his opinion in accordance with the opinion of Reish Lakish, who explains that the mishna is in accordance with the opinion of Rabbi Meir, as he establishes the mishna in accordance with the opinion of the Rabbis, a preferable option, as that aligns the unattributed mishna with the halakha. However, what is the reason that Reish Lakish didn't state his opinion in accordance with the opinion of Rabbi Yoḥanan? The Gemara answers: Reish Lakish could have said to you: Since if they forewarned him he is exempt from payment, when they did not forewarn him, he is exempt as well.

[110] And Rabbi Yoḥanan and Reish Lakish each follow their standard lines of reasoning in this regard, as when Rav Dimi came from Eretz Yisrael to Babylonia, he said: With regard to those who unwittingly performed a transgression for which one is liable to receive the death penalty, or those who unwittingly performed a transgression for which one is liable to receive lashes, and that transgression also involved another matter, monetary payment, Rabbi Yoḥanan said: He is liable to pay; since he sinned unwittingly he did not receive the severe punishment. And Reish Lakish said he is exempt. The Gemara clarifies the rationales for their statements. Rabbi Yoḥanan said he is liable; since they did not forewarn him, he sinned unwittingly. Reish Lakish said he is exempt; since if they forewarned him he is exempt from payment, when they did not forewarn him, he is exempt as well.

[111] Reish Lakish raised an objection to the opinion of Rabbi Yoḥanan from the following verse, which describes a case where two people fought and during their struggle they hurt a pregnant woman, causing her to miscarry: "And yet no harm follow, he shall be punished as imposed upon him by the woman's husband" (Exodus 21:22).

[112] Is this not referring to actual harm, i.e., the woman's death? And the verse states that he pays only if she did not die, but if she died is he exempt, even if he was not forewarned? The Gemara answers: No, the verse can be explained to mean: If there is no sentence of harm. If the court does not actually sentence him to death, he pays the damages for the miscarried fetus. He is exempt from payment only if he is actually executed. Some say a different version of this exchange: Rabbi Yoḥanan raised an objection to the opinion of Reish Lakish: "And yet no harm follow, he shall be punished" (Exodus 21:22); is this not referring to a sentence of harm? The Gemara answers: No, the verse can be explained to mean: If there is no actual harm.

[113] Rava said: Is there anyone who said that those who unwittingly performed a transgression for which one is liable to receive the death penalty are obligated to pay? But didn't the Sage of the school of Ḥizkiyya teach: The verse speaks of one who smites a person, and the verse speaks of one who smites an animal. The two cases are juxtaposed in the verse "And one who smites an animal shall pay for it, and one who smites a person shall die" (Leviticus 24:21).

[114] Just as in the case of one who smites an animal, you did not distinguish between one who did so unwittingly and one who did so intentionally, between one who acted with intent and one who acted with no intent, between one who smites in the course of a downward motion and one who smites in the course of an upward motion, and in all those cases it is not to exempt him from paying money but rather to obligate him to pay money; so too, in the case of one who smites a person, do not distinguish between one who did so unwittingly and one who did so intentionally, between one who

acted with intent and one who acted with no intent, between one who smites in the course of a downward motion and one who smites in the course of an upward motion. In all those cases as well it is not to obligate him to pay money but rather to exempt him from paying money. The halakha in both cases is unconditional; when he smites an animal he is always liable to pay and when he smites a person he is always exempt from payment, regardless of whether or not he is actually executed.

115 Rather, when Ravin came from Eretz Yisrael to Babylonia, he said: With regard to those who unwittingly performed a transgression for which one is liable to receive the death penalty, everyone agrees that they are exempt, as per the derivation of the Sages of the school of Ḥizkiyya. When they disagree it is with regard to those who unwittingly performed a transgression for which one is liable to receive lashes, and another matter, for which he is liable to pay money. Rabbi Yoḥanan said that he is obligated to pay, as those liable to receive the death penalty are juxtaposed to cases of monetary payment and are unconditionally exempt from payment. However, those liable to receive lashes are not juxtaposed. Therefore, in the case of one who is liable to receive lashes, unless one is actually flogged, he is obligated to pay for the damage he inflicted. Reish Lakish said: He is exempt, as the Torah explicitly included those liable to receive lashes, like those liable to receive the death penalty, and unconditionally exempted them from payment.

116 The Gemara asks: Where did the Torah include those liable to be flogged? Abaye said: It is derived by means of a verbal analogy between the term wicked in the verse “That he is wicked and liable to die” (Numbers 35:31), and the term wicked in the verse “That he is wicked and liable to be flogged” (Deuteronomy 25:2). Rava said: It is derived by means of a verbal analogy between the term smites in one verse and the term smites in another verse. Rav Pappa said to Rava: To which term smites are you referring? If we say that it is the verse “And one who smites an animal shall pay for it, and one who smites a person shall die” (Leviticus 24:21), clearly that is not so, as that is written with regard to death. Smiting a person in that verse is referring to murder. Rather, it is to this term smites that Rava is referring: “And he who smites an animal shall pay for it, a life for a life” (Leviticus 24:18), and juxtaposed to it, it is written: “And a man who places a blemish upon his counterpart, as he has done so shall be done to him” (Leviticus 24:19). The verses liken those liable to receive lashes to those obligated to pay money, from which it is derived that those liable to receive lashes are exempt from payment.

117 The Gemara raises a difficulty: But this term that appears in the latter verse is “places a blemish,” not smites. How, then, can one derive a verbal analogy? The Gemara answers: This is not a verbal analogy based on identical terms; rather, it is based on identical concepts. We are saying that it is a verbal analogy between smiting an animal in the first verse and smiting a person in the latter verse. The Gemara asks: However, when the second verse is written, it is written with regard to one who injures another, and one who injures another is subject to payment and not to lashes. This undermines the proof, as lashes are not mentioned in either verse. The Gemara answers: If it is not a matter of smiting that causes damage equivalent to the value of a peruta, in which case he would pay and would not be flogged, apply it to the matter of smiting that causes damage that is not equivalent to the value of a peruta. Since in that case there is no payment for the injury, one is flogged for striking that blow.

118 The Gemara raises a difficulty: Ultimately, one who injured another and is flogged is not subject to payment, as he inflicted damage worth less than a peruta. How then can a principle be derived that

one who is liable to receive lashes does not pay even when he is not actually flogged? The Gemara answers: The juxtaposition of the verses is necessary only with regard to a situation where at the same time that he struck him he tore his silk. In that case, where he performed a transgression for which he is liable to be flogged and is also liable to pay damages, it is derived that he would be exempt from paying damages even if he is not actually flogged.

[119] § Rav Ḥiyya said to Rava: And according to the derivation of the tanna of the school of Ḥizkiyya, who said: The verse speaks of one who smites a person, and the verse speaks of one who smites an animal. From where does that tanna know that it is written with regard to a weekday and therefore there is no reason to distinguish between an unwitting and a purposeful sinner; perhaps this case is stated with regard to one who injured an animal on Shabbat, when concerning the animal itself there is reason to distinguish between one who did so unwittingly and one who did so intentionally. In the case of one who acted unwittingly, he is not liable to receive the death penalty and should therefore be obligated to pay, whereas one who acted intentionally is exempt from payment because he receives the death penalty for desecrating Shabbat. If so, there is no source to exempt from payment one who is not actually executed.

[120] The Gemara answers: That notion should not enter your mind, as it is written: “And one who smites an animal shall pay for it, and one who smites a person shall die” (Leviticus 24:21). What are the circumstances discussed in this verse? If it is a case where the witnesses did not forewarn him, i.e., when one who smites a person is not forewarned, why should he be executed? There is no corporal punishment, neither lashes nor execution, without forewarning. Rather, it is obvious that they forewarned him. And if the verse is referring to one who sinned on Shabbat after forewarning, would one who smites an animal be obligated to pay for it? He is executed and certainly exempt from payment. Rather, isn’t the verse clearly referring to a case during the week?

[121] § Rav Pappa said to Abaye: According to Rabba, who said: It is a novel element that the Torah innovated with regard to the halakhic category of fine, and even though he is executed he pays the fine; in accordance with whose opinion does Rabba establish the mishna? If it is in accordance with the opinion of Rabbi Meir, it is difficult; why is he exempt if he raped his daughter? According to Rabba, Rabbi Meir is of the opinion that even one liable to receive the death penalty pays the fine. If it is in accordance with the opinion of Rabbi Neḥunya ben HaKana, it is difficult, as why does the mishna rule that he pays the fine for raping his sister? Rabbi Neḥunya holds that one liable to receive karet is exempt from the fine, like those liable to receive the death penalty. If the mishna is in accordance with the opinion of Rabbi Yitzḥak, who rules that lashes are not administered to those liable to receive karet and therefore they are obligated to pay the fine; however, one who is flogged is exempt from payment, it is difficult, as why did the mishna rule that he is obligated to pay the fine for raping a mamzeret, for which he is liable to receive lashes?

[122] This works out well if Rabba holds in accordance with the opinion of Rabbi Yoḥanan, who says that one who did not receive forewarning is obligated to pay even if he performed a transgression for which he is liable to be flogged, as he can explain the mishna as well, in accordance with the opinion of Rabbi Yoḥanan, that he is obligated to pay in cases where there was no forewarning. However, if he holds in accordance with the opinion of Reish Lakish, that one who violated a prohibition for which one is liable to be flogged is exempt from payment even if he was not forewarned, how does he explain the mishna? The mishna does not correspond to any of the aforementioned opinions. The

Gemara answers: You must say perforce that he holds in accordance with the opinion of Rabbi Yoḥanan in this regard.

[123] Rav Mattana said to Abaye: According to Reish Lakish, who said that the Torah explicitly included those who are liable to receive lashes and accorded them legal status like those who are liable to receive the death penalty, unconditionally exempting them from payment; who is the tanna who disagrees with Rabbi Neḥunya ben HaKana and obligates one who is liable both to receive karet and to be flogged to pay, and the lashes do not exempt him from payment? The Gemara answers: He holds in accordance with either Rabbi Meir, who says that one who is liable to receive lashes is liable to pay a fine, or Rabbi Yitzḥak, who rules that those liable to receive karet are not flogged.

[124] § The Gemara turns its attention to a related issue. The Sages taught: Women who are forbidden relatives and secondary forbidden relatives receive neither payment of a fine for rape nor payment of a fine for seduction. Similarly, a girl who refuses to remain married to her husband receives neither payment of a fine for rape nor payment of a fine for seduction. Because she was married, she no longer has the presumptive status of a virgin. A sexually underdeveloped woman [ailonit] who will never reach puberty and therefore her legal status is not that of a young woman, receives neither payment of a fine for rape nor payment of a fine for seduction. And one who leaves her husband due to a bad reputation receives neither payment of a fine for rape nor payment of a fine for seduction.

[125] The Gemara elaborates. What is the meaning of forbidden relatives, and what is the meaning of secondary forbidden relatives in the context of this baraita? If we say that forbidden relatives means

[126] actual forbidden relatives prohibited by Torah law, and secondary relatives means, as it does in most cases, relatives prohibited by rabbinic law, that cannot be, for since those secondary relatives are suitable for him to marry and are not prohibited by Torah law, why do they not receive a fine if they are raped or seduced? Rather, the meaning of these terms in this context is different: Forbidden relatives are those for which one is liable to receive a court-imposed death penalty; secondary relatives are those for which one is liable to receive karet, which are relatively less severe than those for which one is executed. However, those liable for violating regular prohibitions receive payment of a fine if they are raped or seduced. And according to whose opinion is the baraita taught? It is the opinion of Shimon HaTimni, who exempts from paying a fine only one who rapes a woman with whom betrothal is ineffective.

[127] Some say that we can explain that forbidden relatives refers to all relatives with whom relations are forbidden by severe prohibitions, both those for which one is liable to death by the court and those for which he is liable to karet, and secondary relatives refers to those relatives with whom one who engages in relations is liable for violating regular prohibitions. According to this approach, whose opinion does this follow? It is that of Rabbi Shimon ben Menasya, who maintains that even a woman raped by a man forbidden to her by a regular prohibition is not entitled to the fine, despite the fact that betrothal is effective in that case.

[128] § The baraita stated: A girl who refuses to remain married to her husband receives neither payment of a fine for rape nor payment of a fine for seduction, because she was married and therefore lost her presumptive status as a virgin. The Gemara infers: But an ordinary minor girl has a fine for rape. If so, in accordance with whose opinion is the baraita taught? It is the opinion of the Rabbis, who say: A minor girl has a fine for rape. The Gemara asks: Say the latter clause of the baraita: A sexually underdeveloped woman [ailonit] has neither a fine for rape nor a fine for

seduction, as she will not develop the signs of puberty and her legal status is that of a minor until she is twenty, at which point she assumes the status of a grown woman. In that halakha, the baraita comes to the opinion of Rabbi Meir, who said: A minor girl does not have a fine for rape, and the same is true for this ailonit, who emerged from her status as a minor at the age of twenty to the status of a grown woman, skipping the stage of a young woman. The first clause of the baraita is in accordance with the opinion of the Rabbis, and the latter clause is in accordance with the opinion of Rabbi Meir.

[129] And if you say that the entire baraita is in accordance with the opinion of Rabbi Meir, and with regard to a girl who refuses to remain married Rabbi Meir holds in accordance with the opinion of Rabbi Yehuda, that not only a minor girl but a young woman may also end her marriage through refusal, and the baraita is referring to a young woman and not to a minor; but does he maintain that opinion? But isn't it taught in a baraita that he disagrees with Rabbi Yehuda in this matter? It was taught: Until when can a girl refuse to remain married? Until she develops two pubic hairs, signs of puberty rendering her a young woman; this is the statement of Rabbi Meir. Rabbi Yehuda says: She can refuse until the area covered by the black pubic hairs is greater than the white skin of the genital area. That occurs approximately six months later, at which point she becomes a grown woman.

[130] Rather, the Gemara suggests: The baraita is in accordance with the opinion of Rabbi Yehuda, and with regard to a minor girl, he holds in accordance with the opinion of Rabbi Meir, who says that a minor girl does not receive payment of a fine for rape, and therefore, an ailonit is not entitled to payment. The Gemara asks: But does he maintain that opinion? But didn't Rav Yehuda say that Rav said with regard to the mishna below (40b), which states: Any case where there is the right of a father to effect the sale of his daughter as a Hebrew maidservant, i.e., when she is a minor, there is no fine if she is raped, this is the statement of Rabbi Meir? And if it is so that Rabbi Yehuda maintains that opinion, Rav should have said: This is the statement of Rabbi Meir and Rabbi Yehuda. Rather, this tanna of the baraita holds in accordance with the opinion of Rabbi Meir with regard to one halakha, that there is no fine for the rape of a minor, and disagrees with him with regard to one halakha, that a young woman may conclude her marriage through refusal.

[131] Rafram said: This entire baraita is in accordance with the opinion of Rabbi Meir, and what is the meaning of the statement: With regard to a girl who refuses, there is neither a fine for rape nor a fine for seduction? It is referring to one who is fit to refuse, i.e., as long as she is a minor she is not entitled to the fine. The Gemara asks: And if that is the case, let the tanna simply teach the halakha with regard to a minor. Why teach a simple halakha in so convoluted a manner? The Gemara concludes: Indeed, this is difficult.

[132] § The baraita stated: An ailonit has neither a fine for rape nor a fine for seduction. And the Gemara raises a contradiction from a baraita: A deaf-mute, an imbecile, and an ailonit have a fine for rape and they have a claim concerning virginity. If one of these women married with the presumptive status of a virgin and received a corresponding marriage contract, her husband can cause her to lose her marriage contract by claiming that she was not a virgin. The Gemara rejects this argument: And what is the contradiction in this? It can be explained simply: This baraita, in which it was taught that the ailonit receives no fine, is in accordance with the opinion of Rabbi Meir; that baraita, in which it was taught that the ailonit receives a fine, is in accordance with the opinion of the Rabbis. The

Gemara is puzzled: And as the resolution is so obvious, he who raised the contradiction, why did he raise it? The dispute between Rabbi Meir and the Rabbis in this matter is known.

[133] The Gemara answers: He cited this baraita due to the fact that he has another baraita from which to raise as a contradiction to it: A deaf-mute, and an imbecile, and a grown woman, and a woman whose hymen was torn not in the course of sexual relations, do not have a claim concerning virginity, as they do not have the presumptive status of a virgin. However, a blind woman and an ailonit have a claim concerning virginity. Sumakhos says in the name of Rabbi Meir: A blind woman does not have a claim concerning virginity. The baraitot contradict each other with regard to the claim concerning virginity of a deaf-mute and an imbecile.

[134] Rav Sheshet said: This is not difficult, as this baraita is in accordance with the opinion of Rabban Gamliel, who holds that a woman who, in response to a claim concerning her virginity, is believed if she says that she was raped after her betrothal and therefore does not lose her marriage contract. And that baraita is in accordance with the opinion of Rabbi Yehoshua, who says that a woman is not believed if she makes that claim, and therefore she loses her marriage contract. The Gemara asks: Say that you heard that Rabban Gamliel accepts her contention in a case where she claims that she was raped after the betrothal; however, in a case where she did not claim that that was the case, did you hear that he accepts her contention? The Gemara answers: Yes, since Rabban Gamliel said she is believed when she states that she was raped after betrothal, the deaf-mute and the imbecile are also believed even though they are unable to make the claim, as in a cases like that, it is a case of: “Open your mouth for the mute” (Proverbs 31:8). When a person lacks the capacity to proffer the claim on his own, the court makes the claim on her behalf.

[135] § The baraita stated: A grown woman does not have a claim concerning virginity because of changes as her body matures, her hymen is no longer completely intact. The Gemara asks: But didn’t Rav say: The Sages give a grown woman who had relations on her wedding night, the entire first night, during which she may have relations with her husband several times? Any blood seen during that night is attributed to the blood of her hymen, which is ritually pure, and not menstrual blood. Apparently, even a grown woman has her hymen intact.

[136] The Gemara answers: If he proffers a claim that there was no blood after consummating the marriage, indeed he can cause her to lose her marriage contract with that claim. However, with what are we dealing here in the baraita? We are dealing with one who proffers a claim that he encountered an open entrance, i.e., there was no hymen. As the hymen of an adult woman is no longer completely intact, the claim is of no consequence.

[137] The baraita continues: Sumakhos says in the name of Rabbi Meir: A blind woman does not have a claim concerning virginity. The Gemara asks: What is the rationale for the statement of Sumakhos? Rabbi Zeira said: Due to the fact that a blind woman is struck by falling onto the ground, causing her hymen to break. The Gemara asks: All girls tend to be struck by falling onto the ground as well; what is unique about blind girls? The Gemara answers: When all of the other girls fall, they see the blood flow and show it to their mother. The mother would then examine them and discover that her hymen was broken. This blind girl does not see the flow of blood and therefore does not show it too her mother. Due to that possibility, the man who married the blind woman must have considered the likelihood that her hymen is not intact, and therefore he cannot make a claim concerning virginity.

138 § The previous baraita concluded: And one who leaves her husband due to a bad reputation has neither a fine for rape nor a fine for seduction. The initial understanding is that the baraita is referring to a young betrothed woman who leaves her husband because she committed adultery. The Gemara asks: One who leaves her husband due to a bad reputation is subject to stoning as an adulteress; clearly she is not entitled to the fine. Rav Sheshet said: This is what the baraita is saying: One about whom a bad reputation emerged in her youth that she engaged in sexual relations has neither a fine for rape nor a fine for seduction, as the assumption is that she is no longer a virgin.

139 Rav Pappa said: Conclude from it with regard to this tainted document whose authenticity was compromised that we do not collect a debt with it. The Gemara asks: What are the circumstances? If you say that a rumor emerged about it that it is a forged document, and in the corresponding case here, the case of a bad reputation, that a rumor emerged about her that she engaged in promiscuous sexual relations; but didn't Rava say: If a rumor emerged about a woman in a town as one who engaged in promiscuous sexual relations, one need not be concerned about it? The assumption is that it is insubstantial, as a reputation based on rumor is disregarded.

140 Rather, it is that two witnesses came and said: She propositioned us to engage in forbidden relations, and in the corresponding case here with regard to a document, it is a case where two people came and said that he said to us: Forge a document for me. The Gemara asks: Granted, there, in the case of the rumor of promiscuity, immoral men are common, and even if they refused her, presumably she found someone willing to engage in relations with her. However, here, with regard to forgery, even if he assumed presumptive status as one seeking a forgery, do all the Jewish people assume presumptive status as forgers? Why is the assumption that the document was forged? The Gemara answers: Here too, since he is actively seeking a forgery, say that he forged the document and wrote it. Even if others are not suspected of cooperating with him, there is suspicion with regard to the document. Therefore, the case of the tainted document and the woman with a bad reputation are comparable.

141 MISHNA: And these are the cases of young women who do not have a fine paid to their fathers when they are raped or seduced: One who has intercourse with a convert or with a captive woman or with a gentile maidservant, who were redeemed, converted, or emancipated when they were more than three years and one day old, as presumably they are no longer virgins. Rabbi Yehuda says: A captive woman who was redeemed remains in her state of sanctity even though she is an adult, as it cannot be stated that she certainly engaged in intercourse.

142 The mishna resumes its list of the cases of young women who are not entitled to a fine when raped or seduced by the following men: In the case of one who engages in intercourse with his daughter, with his daughter's daughter, with his son's daughter, with his wife's daughter, with her son's daughter, or with her daughter's daughter; they do not receive payment of a fine. That is due to the fact that he is liable to receive the death penalty, and that their death penalty is administered by the court, and anyone who is liable to receive the death penalty does not pay money, as it is stated: "And yet no harm follow, he shall be punished" (Exodus 21:22). This verse indicates that if a woman dies and the one who struck her is liable to receive the death penalty, he is exempt from payment.

143 GEMARA: Rabbi Yoḥanan said: Rabbi Yehuda and Rabbi Dosa said one and the same thing with regard to a captive woman. The statement of Rabbi Yehuda is that which we said in the mishna. The statement of Rabbi Dosa is as it is taught in a baraita: A captive daughter or wife of a priest, who was

redeemed, partakes of teruma; this is the statement of Rabbi Dosa. In explanation, Rabbi Dosa said: And what did this Arab who took her captive do to her? And due to the fact that he lasciviously squeezed between her breasts, did he render her unfit to marry into the priesthood? Although he may have taken liberties with her, there is no concern that he had relations with her.

144 Rabba said: Perhaps that is not so, and their opinions differ. Perhaps Rabbi Yehuda states his opinion only here with regard to payment of a fine, so that the sinner will not profit through exemption from the fine because this girl was taken captive in her youth. However, there, with regard to teruma, he holds in accordance with the opinion of the Rabbis, and she is unfit to marry a priest. Alternatively, there is another distinction between their opinions. Perhaps Rabbi Dosa stated his opinion only there, with regard to teruma whose legal status today is by rabbinic law, and therefore he rules leniently. However, with regard to payment of a fine, which is mandated by Torah law, he holds in accordance with the opinion of the Rabbis, and the rapist is exempt from payment based on the principle: The burden of proof is incumbent upon the claimant, and she cannot prove that her captors did not engage in intercourse with her and that she is a virgin.

145 Abaye said to Rabba: And is the rationale for the opinion of Rabbi Yehuda here, in the case of a fine, to ensure that the sinner will not profit? But isn't it taught in a baraita that Rabbi Yehuda says: A captive woman who was taken captive remains in her state of sanctity with the presumptive status of a virgin? Even if she was in captivity when she was ten years old, her marriage contract is two hundred dinars. And there, in that case, what relevance is there for the rationale: To ensure that the sinner will not profit? That baraita refers to a marriage contract and no transgression is involved. The Gemara answers: There too, Rabbi Yehuda issues the same ruling for a different reason. She receives the marriage contract of a virgin because if she didn't, perhaps men would refrain and not marry her, due to their suspicion that her captors violated her.

146 The Gemara asks: And does Rabbi Yehuda maintain that a captive woman remains in her state of sanctity? But isn't it taught in a baraita: One who redeems a captive may marry her, even if he is a priest, but if he testifies that she did not engage in sexual relations while in captivity, he may not marry her? Rabbi Yehuda says: Both in this case, where he redeemed her, and in that case, where he testified, he may not marry her, lest she was violated and rendered unfit to marry a priest. The Gemara comments: This baraita itself is difficult. On the one hand you said: One who redeems a captive may marry her, and then it was taught: If he testifies that she did not engage in sexual relations while in captivity, he may not marry her. Is that to say that due to the fact that he also testifies that she was not violated he may not marry her?

147 The Gemara answers: This is not difficult, as this is what the baraita is saying: One who redeems a captive woman and testifies that she was not violated may marry her. However, if he only testifies that she was not violated he may not marry her.

148 With regard to the apparent contradiction between the two statements of Rabbi Yehuda, the Gemara says: In any case, this baraita is difficult according to Rabbi Yehuda, as contrary to his earlier statement, he states that a captive woman does not retain the presumptive status of a virgin. Rav Pappa said: Emend the text and say that Rabbi Yehuda says: Both in this case and in that case he may marry her. Rav Huna, son of Rav Yehoshua, says: Actually, do not emend the baraita and learn it as it was taught. In the baraita, Rabbi Yehuda spoke to them according to the statement of the Rabbis. According to my opinion, that the presumptive status of a redeemed captive woman is that of a

virgin, both in this case and in that case he may marry her. However, according to your opinion that there is concern lest she was violated, the halakha should be that both in this case and in that case he may not marry her.

149 The Gemara asks: And how do the Rabbis explain their ruling? They explain: One who redeems a captive woman and testifies that she was not violated may marry her, as a person does not throw away money for nothing. If he paid the ransom to redeem her, he must be certain that she is a virgin. One who only testifies that she was not violated may not marry her, lest he had his eye on her to marry her and is prepared to lie to facilitate that marriage.

150 Rav Pappa bar Shmuel raised a contradiction before Rav Yosef:

151 And does Rabbi Yehuda maintain that a captive woman remains in her state of sanctity? But isn't it taught in a baraita: With regard to a female convert who converted and saw the flow of menstrual blood on that same day, Rabbi Yehuda says: Deeming her impure from the hour that she saw the menstrual flow is sufficient for her. There is no decree of retroactive impurity on objects that she touched earlier, due to the concern that the blood flow might have started earlier. Rabbi Yosei says: Her legal status is like that of all of the Jewish women, and she therefore transmits impurity retroactively for a twenty-four hour period following her conversion, or from examination to examination, i.e., from the last time she examined herself.

152 And a convert is required to wait three months after her conversion before marrying a Jew, due to the concern that she is pregnant, leading to confusion whether the child was conceived before or after her conversion; this is the statement of Rabbi Yehuda. Rabbi Yosei permits her to be betrothed and to be married immediately. Clearly, Rabbi Yehuda is concerned that she engaged in sexual relations prior to her conversion. Rav Yosef said to Rav Pappa bar Shmuel: Are you raising a contradiction from the halakha of a convert to that of a captive woman? A convert does not protect herself from engaging in sexual relations before conversion, whereas a captive protects herself, as she is conscious of the sanctity of the Jewish people and does not want to be violated.

153 And Rav Pappa bar Shmuel raised a contradiction from one halakha with regard to a captive to another halakha with regard to a captive, as it is taught in a baraita: The convert, or the captive woman or the gentile maidservant, who were redeemed, converted, or emancipated when they were more than three years and one day old, are required to wait three months before marrying; this is the statement of Rabbi Yehuda. Rabbi Yosei permits these women to be betrothed and to be married immediately. Apparently, Rabbi Yehuda is concerned that she engaged in sexual relations prior to her redemption, contradicting his opinion here. Rav Yosef was silent, unable to respond.

154 Later, Rav Yosef said to him: Have you heard anything with regard to this matter? Rav Pappa bar Shmuel said to him: This is what Rav Sheshet said: Rabbi Yehuda is referring to a captive whom witnesses saw engage in intercourse. The Gemara asks: If so, what is the rationale for the ruling of Rabbi Yosei that she may marry immediately? Shouldn't he be concerned lest she is pregnant? Rabba said: Rabbi Yosei holds that a woman who engages in promiscuous sexual relations has relations with a contraceptive resorbent at the entrance of her womb, so that she will not become pregnant.

155 The Gemara asks: Granted, a convert uses the resorbent; since it is her intention to convert, she protects herself from pregnancy. A captive too uses the resorbent because she does not know where they are taking her, and she does not want to become pregnant. A maidservant uses the resorbent too, as she heard from her master that he intends to free her, and she seeks to avoid confusion with regard

to the lineage of her offspring. However, with regard a maidservant who emerges from slavery with the extraction by her master of her tooth or her eye, what is there to say? She has no advance knowledge that she will be freed and therefore would not take precautions to avoid becoming pregnant, and Rav Sheshet explained that this is a case where she was seen engaging in sexual relations.

156 And if you say that with regard to any situation that occurs on its own, without advance knowledge, Rabbi Yosei concedes to Rabbi Yehuda and did not say that it is permitted for her to marry immediately, that cannot be so. There is the case of a raped or seduced woman, which happens on its own without advance knowledge, and it is taught in a baraita: A raped woman and a seduced woman must wait three months before marrying; this is the statement of Rabbi Yehuda; Rabbi Yosei permits these women to be betrothed and to be married immediately.

157 Rather, Rabba said: The rationale for the ruling of Rabbi Yosei is not because the woman uses a contraceptive resorbent that she inserts before engaging in relations. Rather, Rabbi Yosei holds: A woman who engages in promiscuous sexual relations turns over at the conclusion of the sexual act so that she will not become pregnant. Therefore, even if she engaged in unplanned sexual relations, she can take steps afterward to prevent unwanted pregnancy. The Gemara asks: And how does the other tanna, Rabbi Yehuda respond to this contention? The Gemara answers: We are concerned lest the semen remain in her womb because she did not turn over properly, and she will become pregnant.

158 § The mishna states that one liable to receive the death penalty is exempt from payment, as it is stated: “And yet no harm follow, he shall be punished, etc.” (Exodus 21:22). The Gemara asks: And is this principle derived from here? Actually, it is derived from there: “And to be beaten before his face according to the measure of his iniquity” (Deuteronomy 25:2). From the term: His iniquity, it is inferred: You can hold one who performs one action liable for one iniquity, i.e., punishment for violating one prohibition, but you do not hold him liable for two iniquities, i.e., punishments for violating two prohibitions.

159 The Gemara answers: One of these derivations, from the verse “And yet no harm follow” is stated with regard to one who performed an action for which he is liable to receive the death penalty and to pay money, and the liability to be executed exempts him from payment. And one of these derivations, from the verse “According to the measure of his iniquity,” is stated with regard to one who performed an action for which he is liable to receive lashes and to pay money, and he receives only one punishment. The Gemara elaborates: And both derivations are necessary, as if the Torah taught us this halakha only with regard to death and money, one would assert that the exemption from payment is due to the fact that there is loss of life, the ultimate punishment, leaving no room for additional punishment; however, in the case of lashes and money, where there is no loss of life, say no, there is no exemption and he is flogged and pays.

160 And if the Torah taught us this halakha only with regard to lashes and money, one would assert that the exemption from payment is due to the fact that the prohibition that he violated is not severe, as it is punishable by lashes, and for violating a prohibition that is not severe one does not receive two punishments. However, with regard to death and money, where the prohibition that he violated is severe, say no, he is not exempt from receiving two punishments. Therefore, it was necessary for the Torah to teach both derivations.

[161] The Gemara asks: And according to Rabbi Meir, who said that one is flogged and pays in cases where he violated a prohibition punishable by both, why do I require two derivations teaching that one does not receive the death penalty and pay? The Gemara answers: One derivation is with regard to death and money, exempting one liable to be executed from payment,

[162] and one derivation is with regard to death and lashes, exempting one liable to be executed from lashes. The Gemara comments: And both verses are necessary, as if the Torah taught us this halakha only with regard to death and monetary payment, one would assert that the exemption from payment is due to the fact that we do not administer one punishment to his body and one to his money. However, with regard to death and lashes, that both this, death, and that, lashes, are administered to his body, say it is an extended death penalty and let us administer lashes and then the death penalty to him so that his death will ensue from affliction.

[163] And if the Torah taught us this halakha only with regard to death and lashes, one would assert that the exemption from lashes is due to the fact that we do not administer two punishments to his body. However, with regard to death and money, where one is administered to his body and one is administered to his money, say: Let us administer both to him. Therefore, both verses are necessary, to teach that one receives only one punishment in both cases.

[164] The Gemara asks with regard to the verse “And you shall take no ransom for the life of a murderer, who is guilty of death” (Numbers 35:31), which means that one does not take payment from a person sentenced to death, why do I require this verse, if that principle was already derived from another verse? The Gemara explains that the Merciful One says: Do not take money from him and exempt him from the death penalty. Similarly, the following verse: “And you shall take no ransom for him that is fled to his city of refuge” (Numbers 35:32), why do I require this verse? The Gemara explains that the Merciful One says: Do not take money from him and exempt him from exile.

[165] The Gemara asks: And why do I require two verses to teach the same principle? The Gemara explains: One verse refers to one who killed unwittingly, and one verse refers to one who killed intentionally. The Gemara comments: And both verses are necessary, as if the Torah taught us this halakha only with regard to an intentional murderer, one would assert that payment is not accepted due to the fact that the prohibition that he violated is severe. However, with regard to an unwitting killer, where the prohibition is not severe, say no, he may pay in lieu of exile. And if the Torah taught us this halakha only with regard to an unwitting killer, one would assert that payment is not accepted due to the fact that there is no loss of life, as the killer is not executed, and therefore, there is no reason to allow payment in lieu of exile. However, with regard to an intentional killer, where there is loss of life, as he will be executed, say no, he may pay in lieu of execution. Therefore, both verses are necessary.

[166] The Gemara asks with regard to the following verse: “And no expiation can be made for the land for the blood that is shed therein, but by the blood of him that shed it” (Numbers 35:33), which also indicates that he cannot be exempted by money, why do I require another verse to teach that one cannot absolve himself from the death penalty by means of payment?

[167] The Gemara explains: It is necessary to teach that which is taught in a baraita with regard to the matter of the calf that is beheaded. If a corpse whose murderer is unknown is found between two towns, the elders of the town nearest to the corpse bring a heifer and behead it in a riverbed, after

which they pray for atonement for this murder. The baraita states: From where is it derived that if the calf was beheaded and the murderer was found thereafter, it is derived that one does not exempt him from punishment? It is as it is stated: “And no expiation can be made for the land for the blood that is shed therein, but by the blood of him that shed it” (Numbers 35:32), from which it is inferred: And not by the blood of the calf.

168 The Gemara asks: What about the following verse, from the conclusion of the chapter of the heifer: The verse “And so shall you put away the innocent blood from your midst” (Deuteronomy 21:9) appears to be teaching the very same halakha, that a murderer must be executed. Why do I need it? The Gemara answers that it is necessary to teach that which is taught in a baraita: From where is it derived that with regard to those executed by sword, e.g., murderers, their execution is administered from the neck, and nowhere else? The verse states: “And so shall you put away the innocent blood from your midst” (Deuteronomy 21:9), likening all spillers of blood to the beheaded calf brought for an unresolved murder. Just as there, the calf is beheaded from the neck, so too, murderers are beheaded from the neck.

169 The Gemara asks: If so, just as there, in the case of the beheaded calf, it is beheaded with a cleaver [kofitz] and at the nape of the neck, here too the court executes murderers with a cleaver and at the nape of the neck. Rav Naḥman said that Rabba bar Avuh said that the verse says: “And you shall love your neighbor as yourself” (Leviticus 19:18), from which it is derived: Choose for him an agreeable death. It is prohibited to abuse a guilty person while executing him, and chopping off his head with a cleaver is an unseemly death. The murderer is beheaded from the neck, not with a cleaver, and not by the other methods employed in beheading the calf.

170 The Gemara asks with regard to the following verse: “Anything dedicated [ḥerem], that may be dedicated of men, shall not be redeemed; he shall surely be put to death” (Leviticus 27:29), which is interpreted here as: Anyone sentenced to be executed shall not be redeemed; this appears to teach the same halakha as above, so why do I need it? The Gemara explains: It is necessary to teach that which is taught in a baraita: From where is it derived with regard to one taken to be executed, and one person said: His valuation is upon me to donate to the Temple, that he did not say anything and his vow is not binding?

171 It is derived as it is stated: “Anything dedicated [ḥerem], that may be dedicated of men [yoḥoram], shall not be redeemed” (Leviticus 27:29). This verse is taken to mean that anything dedicated, through which a man who is condemned [yoḥoram] is valuated, shall not be redeemed, as the person in question is already considered dead. One might think that even before his verdict is issued this should be so, and that one who said: The valuation of so-and-so on trial for murder is upon me, said nothing of consequence. Therefore, the verse states: “That may be dedicated of men,” implying “of men,” but not entire men. If it is valuation of an entire man, one not yet sentenced to death, it is binding. If it is valuation of a partial man, one sentenced to death, it is not binding.

172 The Gemara asks: And according to Rabbi Ḥananya ben Akavya, who said that even a person taken to his execution is valuated, and the vow is binding, because the money of his valuation is fixed. The sum of the valuation established in the Torah is not based on the worth of the individual; rather, there is a fixed sum determined by age and gender. Therefore, one may be valuated as long as he is alive. According to that opinion, the question remains with regard to this verse: “Anything dedicated,” what does he derive from it?

[173] The Gemara answers: He requires it to teach that which is taught in a baraita: Rabbi Yishmael, son of Rabbi Yoḥanan ben Beroka, says: Because we found with regard to those executed at the hand of Heaven, and not through court-administered execution, that they give money and their sins are atoned, as it is stated: “The ox shall be stoned, and its owner shall also be put to death. If there be laid upon him a ransom then he shall give for the redemption of his life whatsoever is laid upon him” (Exodus 21:29–30). One whose ox kills a person is essentially liable to receive the death penalty at the hand of Heaven, and pays money instead. You might think that even with regard to those liable to receive the death penalty at the hands of man it is so, and one can pay in lieu of execution. Therefore, the verse states: “Dedicated of men shall not be redeemed” (Leviticus 27:29). One who is executed by man cannot be redeemed with money.

[174] And I have derived this restriction only with regard to prohibitions punishable by severe penalties of death, e.g., striking one’s father, for which no atonement is designated in the Torah for their unwitting violation. However, with regard to prohibitions punishable by less severe penalties of death, e.g., performing labor on Shabbat, for which atonement, a sin-offering, is designated in the Torah for their unwitting violation, from where is it derived that there is no payment in lieu of execution? The verse states: “Anything dedicated,” to include all prohibitions punishable by court-administered execution.

[175] The Gemara asks: And didn’t you incidentally learn the following conclusion from the verse “And you shall take no ransom for the life of a murderer, who is guilty of death” (Numbers 35:31): Do not take money from him and exempt him from death? Why, then, do I require the phrase: Any ḥerem? Rami bar Ḥama said: It is necessary, as it might enter your mind to say

[176] this principle, that one cannot pay in lieu of execution, applies only when one intentionally killed him in an upward motion, for which no atonement is designated in the Torah for its unwitting performance. However, with regard to one who intentionally killed him in a downward motion, for which atonement, i.e., exile, is designated in the Torah for its unwitting performance, say: Let us take money from him and exempt him. Therefore, the phrase “any ḥerem” teaches us that even in that case there is no payment in lieu of execution.

[177] Rava said to him: That principle is derived from that which the Sage of the school of Ḥizkiyya taught, as the Sage of the school of Ḥizkiyya taught: The verse juxtaposes the cases of one who smites a person, and one who smites an animal (Leviticus 24:21).

[178] Just as in the case of one who smites an animal, you did not distinguish between one who did so unwittingly and one who did so intentionally; between one who acted with intent and one who acted with no intent; between one who smites in the course of a downward motion and one who smites in the course of an upward motion; and in all those cases it is not to exempt him from paying money but rather to obligate him to pay money; so too in the case of one who smites a person: Do not distinguish between one who did so unwittingly and one who did so intentionally; between one who acted with intent and one who acted with no intent; between one who smites in the course of a downward motion and one who smites in the course of an upward motion; and in all those cases it is not to obligate him to pay money but rather to exempt him from paying money. Apparently, one who kills another in any manner is exempt from payment, and therefore no additional verse is required to derive that principle.

179 Rather, Rami bar Ḥama said that the phrase “any ḥerem” (Leviticus 27:29) is necessary, as it might enter your mind to say that this halakha, that one who is liable to be executed is exempt from payment, applies only in a case where one blinded another’s eye and killed him with that same blow. However, in a case where one blinded another’s eye and killed him by means of a different blow, say: Let us take money from him to pay the damage inflicted to the eye. Therefore, the verse teaches that this is not the case. Rava said to him: This case of one who blinded another’s eye and killed him is also derived from that which another tanna of the school of Ḥizkiyya taught, as the Sage of the school of Ḥizkiyya taught that the verse states: “An eye for an eye” (Exodus 21:24), from which it may be inferred, but not an eye and a life for an eye. When he gives his life for killing another while blinding him, he need not pay the worth of the eye as well.

180 Rather, after the Gemara rejected the above explanations, Rav Ashi said: The phrase “any ḥerem” is nonetheless necessary, as it might enter your mind to say: Since it is a novel element that the Torah introduced with regard to the payment of a fine, which is not payment for any damage caused but is a Torah decree, in that case, even though he is killed he pays the fine. Therefore, the verse teaches us that one who is executed is exempt from payment of the fine. The Gemara asks: And according to Rabba, who said that this is indeed the halakha: Since it is a novel element that the Torah introduced with regard to the payment of a fine, even though he is killed he pays the fine, what does he do with this phrase: “Any ḥerem”? The Gemara answers: Rabba holds with regard to this matter in accordance with the opinion of the first tanna, who disagrees with Rabbi Ḥananya ben Akavya and explains that the phrase “Any ḥerem” teaches that the vow one takes to donate the valuation of one being taken to his execution is not binding.

181 MISHNA: With regard to a young woman who was betrothed and divorced, and then raped, Rabbi Yosei HaGelili says: She does not receive payment of a fine for her rape. Rabbi Akiva says: She receives payment of a fine for her rape and her fine is paid to herself, not her father, as since she was betrothed and divorced she is no longer subject to her father’s authority.

182 GEMARA: What is the rationale for the opinion of Rabbi Yosei HaGelili? It is as the verse states: “If a man finds a young woman who is a virgin who was not betrothed” (Deuteronomy 22:28), from which it may be inferred: If she was betrothed she does not have a fine for rape. The Gemara asks: And how does Rabbi Akiva explain this verse? The Gemara answers that the verse states: If it is a young woman who was not betrothed, the fine is paid to her father, from which it may be inferred: If she was betrothed, the fine is paid to the betrothed woman herself.

183 The Gemara asks: But if that is so, that the inference from the verse is that the fine is levied on one who rapes a young woman and not on one who rapes a grown woman, so too, there is the halakha in the latter case that the fine is paid to the grown woman herself. Similarly, with regard to the inference that the fine is levied on one who rapes a virgin and not on one who rapes a non-virgin, so too, there is the halakha that in the latter case the fine is paid to the non-virgin herself. A distinction of that kind has never been encountered. Rather, with regard to a grown woman and a non-virgin, the rapist is completely exempt from paying the fine; here too, with regard to a betrothed woman, the rapist is completely exempt from paying the fine.

184 The Gemara answers: Rabbi Akiva could have said to you that this verse: “Who was not betrothed,” is required by him to teach another halakha that is taught in a different baraita. “Who was not betrothed” (Deuteronomy 22:28) comes to exclude a young woman who was betrothed and

divorced and establish that she does not receive payment of a fine for her rape; this is the statement of Rabbi Yosei HaGelili. Rabbi Akiva says: She receives payment of a fine for her rape, and her fine goes to her father, contrary to the ruling attributed to Rabbi Akiva in the mishna. And ostensibly, no verse is required to derive this halakha, as logic dictates that it is so: Since her father is entitled to the money of her betrothal if she is betrothed before she becomes a grown woman, and likewise her father is entitled to the money of her fine; just as the money of her subsequent betrothal as a young woman, even though she was betrothed and divorced, is paid to her father, so too, the money of her fine, although she was betrothed and divorced, is paid to her father.

185 If so, and the halakha can be logically inferred, why does the verse state: “Who was not betrothed”? This verse is free, as it is superfluous in its own context, and it is written to liken another case to it, and to derive from it a verbal analogy: It is stated here with regard to a woman who was raped: “Who was not betrothed,” and it is stated below: “And if a man seduce a virgin who was not betrothed” (Exodus 22:15). Just as here, with regard to rape, the Torah specifies that the payment is fifty silver pieces (Deuteronomy 22:29), so too below, with regard to seduction, the payment is fifty. And just as below, with regard to seduction, the payment is in shekels, as it is written: “He shall weigh [yishkol] money” (Exodus 22:16), so too here, the payment is in shekels.

186 The Gemara asks: And Rabbi Akiva, what did you see that led you to utilize the phrase: “Who was not betrothed” for a verbal analogy, and the term “virgin” to exclude a non-virgin from the fine?

187 Say to the contrary; the term “virgin,” written with regard to both rape and seduction, is to derive a verbal analogy, and not to exclude a non-virgin, and the phrase “Who was not betrothed” will be interpreted as Rabbi Yosei HaGelili interpreted it, to exclude a young woman who was betrothed and divorced.

188 The Gemara answers: It stands to reason that the phrase “Who was not betrothed” is utilized to derive a verbal analogy, and not to exclude one who was betrothed and divorced, as even after the divorce I can still read the phrase “A young woman who is a virgin” as applying to her. The Gemara asks: On the contrary, utilize the term virgin to derive a verbal analogy, as even if she is not a virgin, I can still read the phrase “Who was not betrothed” as applying to her. The Gemara answers: It stands to reason that the term “virgin” excludes a non-virgin, and the phrase “Who was not betrothed” is utilized to derive a verbal analogy, as this woman who engaged in relations, her body changed, and that woman who was betrothed and divorced, her body did not change, and therefore her status with regard to the fine should similarly not change.

189 The Gemara asks: And from where does Rabbi Yosei HaGelili derive this conclusion with regard to the amount of the payment for seduction and the type of money used in the payment for rape? The Gemara responds: He derives it from that which was taught in a baraita that it is written with regard to seduction: “He shall weigh money like the dowry of the virgins” (Exodus 22:16), from which it is derived that this fine for seduction will be like the dowry paid to the virgins elsewhere for rape, fifty silver coins, and the dowry paid to the virgins for rape will be like this fine for seduction in shekels.

190 § The Gemara comments: It is difficult as there is a contradiction between one statement of Rabbi Akiva and another statement of Rabbi Akiva. In the mishna he ruled that the fine for the rape of a young woman who was betrothed and divorced is paid to the woman, and in the baraita he ruled that it is paid to her father. The Gemara answers: These are conflicting traditions of two tanna’im in accordance with the opinion of Rabbi Akiva.

[191] The Gemara observes: Granted, the statement of Rabbi Akiva of the mishna is reasonable, as a verbal analogy does not come and divert the verse from its plain meaning entirely. The plain meaning of the phrase: “Who was not betrothed” is that there is a difference between a young woman who was betrothed, who receives payment of the fine, and one who was not, whose father receives payment of the fine. However, according to Rabbi Akiva of the baraita, does a verbal analogy come and divert the verse from its plain meaning entirely, and teach that there is no difference at all between a young woman who was betrothed and one who was not?

[192] Rav Naḥman bar Yitzḥak said: Interpret the verse as: Who is not betrothed. It does not mean that the young woman was not betrothed in the past, rather, that she is not currently betrothed. The Gemara asks: There is no need for a verse to derive that the rapist is exempt from paying a fine if the young woman is betrothed, as the rape of a betrothed young woman is punishable by stoning, and the rapist is certainly exempt from paying the fine. The Gemara answers: As it might enter your mind to say: Since it is a novel element that the Torah introduced with regard to the payment of a fine, even though he is killed he pays the fine. Therefore, the verse teaches us that one who is executed is exempt from payment of the fine.

[193] The Gemara asks: And according to Rabba, who said that this is indeed the halakha: Since it is a novel element that the Torah introduced with regard to the payment of a fine, even though he is killed he pays the fine, what is there to say? What is derived from the verse that says that there is no fine if the young woman is betrothed? The Gemara answers: Rabba holds in accordance with the opinion of Rabbi Akiva of the mishna, who interpreted the verse as it is written, meaning that it is referring to one who was betrothed and divorced.

[194] The Sages taught: With regard to a young woman who was raped, to whom is her fine paid? It is paid to her father; and some say: It is paid to her. The Gemara asks: To her? Why? The verse explicitly states that the fine is paid to her father. Rav Ḥisda said: Here we are dealing with a young woman who was betrothed and divorced, and these tanna’im in the baraita disagree in the dispute between Rabbi Akiva of the mishna and Rabbi Akiva of the baraita, with regard to whom the rapist pays the fine in that case.

[195] § Abaye said: If one had intercourse with a young woman, and she died before he was sentenced, he is exempt from paying the fine, as it is stated: “And the man who lay with her shall give to the father of the young woman” (Deuteronomy 22:29), from which it is inferred, and not to the father of a dead girl. The Gemara comments: This matter that was obvious to Abaye was raised as a dilemma to Rava.

[196] As Rava raised a dilemma: Is there achievement of grown-woman status in the grave or is there not achievement of grown-woman status in the grave? The halakha is that if a young woman is raped and the rapist did not pay the fine until she became a grown woman, the rapist pays the fine to her and not to her father. Rava’s dilemma is in a case where a young woman dies and her rapist was convicted only after the time elapsed that were she alive she would have reached grown-woman status. Is there achievement of grown-woman status in the grave, and therefore she is entitled to the fine and it is the property of her son as his mother’s heir? Or perhaps there is no achievement of grown-woman status in the grave, and the fine is the property of her father, as she was a young woman when she died.

[197] Rava's dilemma is based on the assumption that a rape victim is able to conceive before she is a grown woman. The Gemara asks: And can a minor conceive? But didn't Rav Beivai teach a baraita before Rav Naḥman: It is permitted for three women to engage in relations with a contraceptive resorbent. These are they: A minor, and a pregnant woman, and a nursing woman. The baraita elaborates: A minor may do so lest she conceive and die; a pregnant woman, lest her existing fetus be crushed by another fetus and assume the shape of a sandal fish if she conceives a second time; and a nursing woman, lest she conceive, causing her milk to spoil, which will lead her to wean her son prematurely, endangering his health.

[198] And the baraita further states: What is a minor girl? A minor girl is a girl from eleven years and one day old until twelve years and one day old. If she was less than that age or more than that age, she proceeds and engages in relations in her usual manner; this is the statement of Rabbi Meir. And the Rabbis say: Both this woman and that woman, i.e., in the cases of all these women, she proceeds and engages in relations in her usual manner, and from Heaven they will have mercy and prevent any mishap, due to the fact that it is stated: "The Lord preserves the simple" (Psalms 116:6). Apparently, a minor is unable to conceive.

[199] And if you say that she conceived when she was a young woman, twelve years old, and gave birth when she was a young woman, and died before she reached the status of a grown woman, can a woman give birth in six months after conception? But didn't Shmuel say: There are only six months between becoming a young woman and becoming a grown woman? And if you say that Shmuel is saying that it is less than six months that there is not transition from young woman to grown woman status; however, more than six months there is transition, as different women develop differently, and therefore she could conceive and give birth while she is a young woman, that is not so, as Shmuel said: Only, indicating that the period is neither less nor more than six months.

[200] Rather, Rava's dilemma is unrelated to whether or not her son inherits the fine payment. This is his dilemma: Is there achievement of grown-woman status in the grave and therefore the right of the father to receive payment of the fine lapsed; and since there is no one claiming the payment, the rapist need not pay? Or perhaps there is no achievement of grown-woman status in the grave, and the right of the father did not lapse. Mar bar Rav Ashi raised the dilemma in this manner: Does death effect grown-woman status or does it not effect grown-woman status? No resolution was found for this dilemma, and the Gemara concludes that the dilemma stands unresolved.

[201] On a similar note, Rava inquired of Abaye: If he forcibly had intercourse with a young woman and she was later betrothed, what is the halakha? Abaye said to him: Is it written: And he shall give to the father of the young woman who is not betrothed? Actually it is written: "If a man finds a young woman…who was not betrothed" (Deuteronomy 22:28), which indicates that the determining factor is whether she was betrothed before the rape and not whether she is engaged at the moment of payment. Rava asked him: And according to your reasoning, that which was taught in a baraita: If he forcibly had intercourse with a young woman and she later married, the fine is paid to her, not to her father. There too, ask: Is it written: And he shall give to the father of the young woman who is not married? Even though the verse does not address the moment of payment, if she married the fine is paid to her.

[202] Abaye retorted: How can these cases be compared? There, in the case of marriage, there is reason to diverge from the plain meaning of the verse, as grown-woman status removes her from the

authority of the father and marriage removes her from the authority of the father. Just as with regard to grown-woman status, if he forcibly had intercourse with her and she became a grown woman, the fine is paid to her, as it is written: “And he shall give to the father of the young woman” (Deuteronomy 22:29); so too, with regard to marriage, if he forcibly had intercourse with her and she later married, the fine is paid to her. However, with regard to betrothal, does it remove her from the authority of the father entirely? Didn’t we learn in a mishna (Nedarim 66b): With regard to a betrothed young woman, her father and her husband together nullify her vows? Apparently, betrothal does not remove her entirely from her father’s authority, and therefore, the halakha with regard to betrothal cannot be derived from the halakha with regard to grown-woman status. Therefore, Rava’s question is not difficult.

[203] MISHNA: The seducer gives the father of his victim three things, and the rapist gives the father four. The mishna specifies: The seducer gives the father payments for humiliation, degradation, and the fine. A rapist adds an addition to his payments, as he also gives payment for the pain. What are the differences between the halakha of a rapist and that of a seducer? The rapist gives payment for the pain, and the seducer does not give payment for the pain. The rapist gives payment immediately, and the seducer does not pay those payments immediately but only when he releases her. The rapist drinks from his vessel [atzitzo], i.e., marries the woman he raped, perforce, and the seducer, if he wishes to release her, he releases her.

[204] The mishna clarifies: How does the rapist drink from his vessel? Even if the woman he raped is lame, even if she is blind, and even if she is afflicted with boils, he is obligated to marry her and may not divorce her. However, if a matter of licentiousness is found in her, e.g., if she committed adultery, or if she is unfit to enter the Jewish people, e.g., if she is a mamzeret, he is not permitted to sustain her as his wife, as it is stated: “And to him she shall be as a wife” (Deuteronomy 22:29), from which it is inferred that she must be a woman who is legally suitable for him.

[205] GEMARA: The mishna taught that a rapist pays for the pain that he caused. The Gemara asks: For what pain is he obligated to pay? Shmuel’s father said: It is for the pain that he caused when he slammed her onto the ground while raping her. Rabbi Zeira strongly objects to this: But if what you say is so, if he slammed her onto silk, so too is the halakha that he is exempt from payment for pain? And if you say indeed that it is so, but isn’t it taught in a baraita that Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon: A rapist does not pay for the pain due to the fact

[206] that she will ultimately suffer the same pain during intercourse when under the authority of her husband? They said to him: One who has intercourse against her will is not comparable to one who has intercourse willingly. Apparently, the pain associated with rape is a direct result of the forced intercourse and not of some associated cause. Rather, Rav Naḥman said that Rabba bar Avuh said: It refers to the pain of spreading her legs during intercourse. And likewise, the verse says: “And you opened your legs to every passerby” (Ezekiel 16:25).

[207] The Gemara asks: If so, a seduced woman should also be obligated to make that payment as well. Rav Naḥman said that Rabba bar Avuh stated a parable: To what can this matter of a seducer be compared? It can be compared to a person who said to another: Tear my silk and be exempt from payment. Since she engaged in relations of her own volition, she certainly absolved him of payment for the pain. The Gemara asks: Tear my silk? It is not her silk, and therefore she may not waive payment for damage to it; it is the silk of her father, as the fine and the other payments are paid to

him. Rather, Rav Naḥman said that Rabba bar Avuh said that the clever women among them say that a seduced woman has no pain during intercourse, as she is a willing participant.

[208] The Gemara asks: But don't we see that even a married woman has pain when she engages in sexual relations for the first time? Abaye said: My foster mother told me that the pain is like hot water on the head of a bald man. Rava said: My wife, Rav Ḥisda's daughter, told me that it is like the stab of a bloodletting knife. Rav Pappa said: My wife, Abba Sura's daughter, told me that it is like the feeling of hard bread on the gums. When a woman engages in intercourse willingly, the pain is negligible. Therefore, the seducer is not obligated to pay for pain.

[209] § The mishna continues: The rapist gives payment immediately, and the seducer when he releases her, etc. The Gemara asks: When he releases her? Is she his wife? He did not yet marry her, so how can the mishna use the language of divorce? Abaye said: Say that he gives payment when he opts not to marry her. If he marries her he need not pay. That opinion was also taught in a baraita: Although they said that the seducer gives the fine when he opts not to marry her, the compensation for her humiliation and degradation he gives immediately. The baraita continues: Although both the rapist and the seducer are obligated to marry their victim, both she and her father are able to prevent the marriage.

[210] The Gemara asks: Granted, with regard to a woman who was seduced, it is written: "If her father refuses [maen yemaen] to give her to him" (Exodus 22:16), and the Sages interpreted: I have only derived that her father can prevent the marriage; from where do we derive that she herself can do so? The verse states: Maen yemaen, a double verb indicating that the marriage can be prevented in any case, i.e., she too may do so.

[211] However, from where is it derived that they can prevent the marriage in the case of a rapist? Granted, she herself can prevent the marriage, as it is written: "And to him she shall be as a wife" (Deuteronomy 22:29), and the term "shall be" indicates with her consent. However, from where do we derive that her father can prevent the marriage?

[212] Abaye said: No verse is necessary as it stands to reason that the father too can prevent the marriage so that a sinner will not profit. If her father could not prevent the marriage, the rapist would acquire the right to marry the young woman despite the father's refusal, a right not accorded to one who seeks to betroth a young woman in a conventional manner. Rava said it is derived through an a fortiori inference: Just as in the case of a seducer, who contravened only her father's will, as she acquiesced to his proposition, nevertheless both she and her father can prevent the marriage; in the case of a rapist, who contravened both her father's will and her own will, all the more so is it not so that both she and her father can prevent the marriage?

[213] The Gemara elaborates: Rava did not say in accordance with the explanation of Abaye, as since the rapist pays the fine he is not a sinner who profits, as he too must pay the dowry of a virgin even if he marries her. Likewise, Abaye did not say in accordance with the explanation of Rava because in the case of a seducer, where the seducer himself can prevent the marriage, her father can also prevent the marriage. In the case of a rapist, where the rapist himself cannot prevent the marriage, her father also cannot prevent the marriage.

[214] It was taught in another baraita: Although the Sages said that the rapist gives payment immediately, when he releases her she has no claim upon him. The Gemara asks: When he releases her? Can he release her? It is prohibited by Torah law for him to do so. Rather, emend the baraita and

say: When she leaves, if she seeks to divorce him and demands a bill of divorce, she has no monetary claim upon him. Similarly, if he died, the money of her fine offsets her marriage contract. The fine, which was the equivalent of the dowry of virgins, replaces her marriage contract. Rabbi Yosei, son of Rabbi Yehuda, says: Even a rape victim has a marriage contract of one hundred dinars, like the marriage contract of all non-virgin wives.

215 The Gemara asks: With regard to what principle do they disagree? The Gemara explains: The Rabbis maintain: What is the reason that the Sages instituted a marriage contract for the woman? They instituted it so that she will not be inconsequential in his eyes, enabling him to easily divorce her. Because divorcing her will cost money, he will not do so rashly. And this woman whom he raped, he cannot release her by Torah law, obviating the need for a marriage contract. And Rabbi Yosei, son of Rabbi Yehuda, maintains: With regard to this woman too, although he cannot divorce her, he can torment her until she says: I do not want you. When she initiates the divorce, he can divorce her. Therefore, the Sages instituted that she receives the marriage contract of a non-virgin to prevent him from doing so.

216 The mishna continues: A rapist drinks from his vessel, and the seducer is not obligated to marry the woman he seduced. Rava from Parzakya said to Rav Ashi: Since the halakhot of a rapist and a seducer are derived from each other with regard to the sum of the fine,

217 for this matter too, marrying the woman against his will, let them be derived from each other. Rav Ashi replied that the verse says with regard to a seducer: “He shall pay a dowry for her to be a wife to him” (Exodus 22:15); “to him” means in accordance with his will.

218 § The mishna continues: How does the rapist drink from his vessel? The mishna proceeds to explain that he is obligated to marry her despite the physical flaws she might have. However, if the marriage is prohibited, either due to the fact that she committed adultery or due to her flawed lineage, he is not obligated to marry her, and therefore he may not marry her. Rav Kahana said: I stated this halakha before Rav Zevid of Neharde’a, and I asked him: Let the positive mitzva: “And to him she shall be as a wife” (Deuteronomy 22:29), come and override the prohibition of marriage to a woman who is forbidden to him, according to the principle that positive mitzvot override prohibitions.

219 He said to me: Where do we say the principle that a positive mitzva comes and overrides a prohibition? It is in a case where one performs circumcision of a foreskin afflicted with leprosy. Although there is a prohibition against removing leprous skin, the positive mitzva of circumcision overrides that prohibition, as it is not possible to fulfill the positive mitzva without violating the prohibition. However, here, in the case of the rapist, if she says: I do not want him as a husband, is there a positive mitzva at all? Since in that case the mitzva need not be performed, as it is negated when the woman refuses to marry him, it does not override the prohibition.

220 MISHNA: With regard to an orphan who was betrothed and divorced, Rabbi Elazar says: One who rapes her is obligated to pay the fine, as she is a virgin young woman, and one who seduces her is exempt from payment. Because she is an orphan, or because she was betrothed and divorced, she is independent, and by consenting to the seduction she forgoes her right to the fine.

221 GEMARA: Rabba bar bar Ḥana said that Rabbi Yoḥanan said: Rabbi Elazar stated his opinion in accordance with the opinion of Rabbi Akiva, his teacher, as with regard to a young woman who was betrothed and divorced and then raped, Rabbi Akiva said in an earlier mishna: She is entitled to a fine for rape and her fine is paid to her. Rabbi Yosei HaGelili says: She is not entitled to a fine for rape.

And from where do we know that Rabbi Elazar's opinion corresponds to the opinion of his teacher? From the fact that the mishna teaches with regard to an orphan that Rabbi Elazar says: One who rapes her is obligated to pay the fine and one who seduces her is exempt from payment.

222 The Gemara asks: An orphan? That is obvious, as she has no father and is not subject to the authority of anyone else. Clearly the seducer is exempt from payment because she was complicit. Rather, this is what the mishna is teaching us: That the legal status of a young woman who was betrothed and divorced, even if her father is alive, is like that of an orphan: Just as with regard to an orphan, payment of the fine is to her, so too, with regard to a young woman who was betrothed and divorced, payment of the fine is to her.

223 Rabbi Zeira said that Rabba bar Sheila said that Rav Hamnuna the Elder said that Rav Adda bar Ahava said that Rav said: The halakha is in accordance with the opinion of Rabbi Elazar. Rav would exclaim about Rabbi Elazar: He is the happiest of the Sages, as he held that the halakha was ruled in accordance with his opinion in many instances.

224 MISHNA: What is humiliation? How is the payment for humiliation during rape or seduction assessed? It is all based on the one who humiliated and the one who was humiliated. The price will vary depending on the lineage of the family of the rape victim and the nature of the attacker. How is her degradation assessed? One considers her as though she were a maidservant sold in the marketplace, and assesses how much she was worth beforehand and how much she is currently worth, after the rape or seduction. The sum of the fine is equal for all people, and the principle is: Any payment that has a fixed sum by Torah law is equal for all people, regardless of the lineage and the physical state of the attacker or the victim.

225 GEMARA: The Gemara asks: And say that the Merciful One said that the payment is fifty sela from all these matters, i.e., the fine, degradation, humiliation, and pain. Rabbi Zeira said: That cannot be, as they will say: If one who engaged in forced intercourse with a daughter of kings pays a sum of fifty sela, does one who engaged in forced intercourse with the daughter of commoners [hedyotot] also pay fifty sela? Abaye said to him: This is not a decisive argument, as if so, with regard to a Canaanite slave killed by an ox, the Torah says that the owner of the ox pays the master of the slave thirty sela. There too, they will say: For a slave who pierces precious pearls [margaliyyot], a valuable skill, the fine is thirty sela, and for a slave who performs

226 the needlecraft of a tailor, a common, less valuable skill, is the fine also thirty sela? Rather, just as with regard to the slaves, the sum is not dependent on the standing of the victim, so too with regard to a woman who was raped.

227 Rather, Rabbi Zeira said a different proof: Had two men engaged in forced intercourse with her, one vaginal intercourse, and one anal intercourse, they will say: If one who engaged in forced intercourse with an untainted virgin pays fifty sela, does one who engaged in forced intercourse with her when she is tainted, i.e., after she has engaged in anal intercourse, also pay fifty sela? Apparently, the fifty sela is the fixed sum of the fine, while the rest of the payment varies on a case-by-case basis. Abaye said to him: This too is no proof, as if so, with regard to a slave as well, they will say if one whose ox gored a healthy slave pays thirty sela, does one whose ox gored a slave afflicted with boils also pay thirty sela?

228 Rather, Abaye said a different proof. The verse says: "Fifty shekels of silver…because he tormented her" (Deuteronomy 22:29); these fifty sela are the fine paid because he tormented her.

From which it may be inferred that there are the additional payments of humiliation and degradation beyond that sum mentioned in the verse. Rava said an alternative proof. The verse says: “And the man who lay with her shall give to the father of the young woman fifty shekels of silver” (Deuteronomy 22:29). For the pleasure of lying with her he pays fifty sela; from which it may be inferred that there are the additional payments of humiliation and degradation, beyond payment of the fine.

229 The Gemara asks: And say that these additional payments are paid to her? The Gemara answers that the verse says: “Between a father and his daughter, being in her young womanhood, in her father’s house” (Numbers 30:17), from which it is derived that all profits of her young womanhood go to her father.

230 The Gemara asks: However, with regard to that which Rav Huna said that Rav said: From where is it derived that the handiwork of the daughter goes to her father? It is as it is stated: “And if a man sells his daughter as a maidservant” (Exodus 21:7), juxtaposing his daughter to a maidservant: Just as a maidservant, her handiwork belongs to her master, as she was sold for that purpose; so too a daughter, her handiwork goes to her father. Why do I need this complicated proof? Let him derive it directly from the verse “Being in her young womanhood, in her father’s house.” Rather, this cannot be derived from that verse because that verse is written with regard to the nullification of vows. A young woman is subject to her father’s authority with regard to her vows, which he has the right to nullify. The matter of monetary rights is not addressed in that verse.

231 And if you say: Let us derive monetary matters from vows, i.e., just as she is subject to her father’s authority with regard to vows the same is true with regard to monetary matters, we do not derive monetary matters from ritual matters. And if you say: Let us derive that her father receives payment from the halakha of a fine, i.e., just as the fine is paid to her father, as explicitly stated in the Torah, so too, other payments are also paid to her father, we do not derive monetary matters from fines. The payment of a fine is a novel element decreed by the Torah and cannot serve as a paradigm for standard monetary matters. Rather, the Gemara explains that it is reasonable that the payments of humiliation and degradation are paid to her father, as if he wished to do so he could give her hand in marriage to a repulsive man or one afflicted with boils, thereby humiliating her. Since her humiliation is under his control, payment for her humiliation is similarly his.

232 The mishna continues: How is her degradation assessed? One considers her as though she were a maidservant sold in the marketplace, and assesses how much she would have been worth beforehand and how much she would be worth currently. The Gemara asks: How do we assess her value? Shmuel’s father said: One estimates the difference between how much a person is willing to give to purchase a virgin maidservant and how much he is willing to give to purchase a non-virgin maidservant to serve him.

233 The Gemara asks: With regard to a non-virgin maidservant to serve him; if he purchases her for service, what difference is there to him whether or not she is a virgin? Rather, the difference between a maidservant who engaged in intercourse and a maidservant who did not engage in intercourse is with regard to how much one is willing to marry her to his slave. The Gemara further asks: And with regard to marrying her to his slave, what difference is there to him whether or not she is a virgin? The Gemara answers: It is with regard to a slave from whom his master has a sense of satisfaction, and he

seeks a virgin for the slave in order to reciprocate. The difference between the price that the master is willing to pay for each of the maidservants is the degradation that the offender pays the victim.

234 MISHNA: Any place where there is sale by a father of his minor daughter as a Hebrew maidservant, there is no fine if she is raped. And any place where there is a fine, when a young woman is raped; there is no sale by the father. The Gemara specifies: A minor is subject to sale by her father, and she is not entitled to a fine if she is raped. A young woman is entitled to a fine if she is raped and is not subject to sale. A grown woman is neither subject to sale nor entitled to a fine.

235 GEMARA: Rav Yehuda said that Rav said: This halakha in the mishna is the statement of Rabbi Meir, but the Rabbis say: She is entitled to a fine even where there is a sale, as it is taught in a baraita: A minor girl, from one day old until she grows two pubic hairs, is subject to sale and is not entitled to a fine. From when she grows two pubic hairs and becomes a young woman until she matures into a grown woman, she is entitled to a fine and she is not subject to sale; this is the statement of Rabbi Meir, as Rabbi Meir would state the principle: Any place where there is a sale there is no fine, and any place where there is a fine there is no sale. And the Rabbis say: A minor girl from the age of three years and one day until she matures into a grown woman is entitled to a fine.

236 The Gemara questions the statement of the Rabbis in the baraita with regard to a girl more than three years of age: A fine, yes, but sale, no? Do the Rabbis maintain that a father cannot sell his minor daughter as a Hebrew maidservant? Rather, emend the text and say: She is even entitled to a fine where she is subject to sale. Rav Ḥisda said: What is the rationale for the opinion of Rabbi Meir? It is as the verse says with regard to a rapist: “And the man who lay with her shall give to the father of the young woman fifty sela, and to him she shall be as a wife” (Deuteronomy 22:29). The verse is speaking with regard to one halakhically competent to marry by herself, which means she must be a young woman. The Gemara asks: And what is the rationale for the opinion of the Rabbis? Reish Lakish said that the verse says “young woman [na’ara]”; however, although the term is pronounced na’ara, it is written as na’ar, without the letter heh, and even a minor girl is indicated by that term.

237 The Gemara relates: Rav Pappa, son of Rav Ḥanan, from a place called Bei Keloḥit, heard this halakha and went and said it before Rav Shimi bar Ashi. Rav Shimi said to him: You teach this statement concerning that matter. We, based on our traditions, teach it concerning this matter, as Reish Lakish said: One who slanders a minor girl, falsely claiming that she was not a virgin on the wedding night, is exempt from paying the fine, as it is stated: “And they shall give them to the father of the young woman [na’ara]” (Deuteronomy 22:19). The verse spoke of na’ara, not only pronounced but written in full, indicating that this payment is in effect only with regard to a young woman, not a minor girl. However, in places where the term is written na’ar, even a minor girl would be included.

238 Rav Adda bar Ahava strongly objects to this: The reason is that the Merciful One writes “na’ara” with a heh. Is that to say that if that were not the case I would have said that this halakha applies even to a minor girl? How is that possible? But isn’t it written: “And if this matter was true, that the hymen of this young woman was not found intact; then they shall remove the young woman to the entrance of her father’s house and stone her” (Deuteronomy 22:20–21). And this verse clearly refers to a young woman old enough to be punished, as a minor is not subject to punishment. Rather, here, with regard to the payment of a slanderer, the verse speaks of a na’ara, written with a heh, and a minor is excluded. This is a paradigm from which it may be inferred that in any place that it is stated “na’ara” without a heh, even a minor girl is indicated.

239 MISHNA: One who says: I seduced the daughter of so-and-so, pays compensation for humiliation and degradation based on his own admission, but does not pay the fine. Similarly, one who says: I stole, pays the principal, the value of the stolen goods, based on his own admission, but does not pay the double payment and the payment four and five times the principal for the slaughter or sale of the sheep or ox that he stole. Likewise if he confessed: My ox killed so-and-so, or: My ox killed an ox belonging to so-and-so, this owner pays based on his own admission. However, if he said: My ox killed a slave belonging to so-and-so, he does not pay based on his own admission as that payment is a fine. This is the principle: Anyone who pays more than what he damaged, the payments are fines and therefore he does not pay based on his own admission. He pays only based on the testimony of others.

240 GEMARA: The Gemara asks: And let the tanna teach this halakha with regard to one who said: I raped the daughter of so-and-so. Why did the mishna cite the case of seduction? The Gemara answers: The tanna is speaking employing the style: It is not necessary. It is not necessary for the mishna to cite the case of one who says: I raped her, where he does not tarnish her reputation and merely incriminates himself, as it is obvious that he pays compensation for humiliation and degradation based on his own admission. However, in the case of one who says: I seduced her, where he tarnishes her reputation as he testifies that she willingly engaged in relations with him, and he is not deemed credible to do so, say that he does not pay based on his own admission. Therefore, the mishna teaches us that even in the case of seduction he pays compensation for humiliation and degradation based on his own admission.

241 The Gemara comments: The mishna is not in accordance with the opinion of this tanna, as it is taught in a baraita: Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon: Even the payments of humiliation and degradation, he does not pay them based on his own admission as it is not within his power to tarnish the reputation of the daughter of so-and-so based merely on his confession. Consequently, unless his account is corroborated by the testimony of others, his admission that she was complicit in her seduction is rejected.

242 Rav Pappa said to Abaye: According to Rabbi Shimon, if she herself is amenable to his claim, and admits that his version of the events is accurate, what is the halakha? Is he exempt from payments of humiliation and degradation in that case as well? Abaye responded: Perhaps her father is not amenable to his daughter’s reputation being tarnished. We therefore do not rely on his statement even in this case. Rav Pappa continued: If her father is also amenable to his claim, what is the halakha? Abaye responded: Perhaps her other family members are not amenable, as the reputation of the entire family would be tarnished. Rav Pappa asked: If the family members too are amenable, what is the halakha? Abaye answered: Even if all the local relatives are amenable, it is impossible that there will not be at least one relative in a country overseas who is not amenable to his claim.

243 The mishna continues. One who says: I stole, pays the principal, but does not pay the double payment and the payment four and five times the principal. It is stated that amora’im disagreed with regard to the payment of half the damage that the owner of an innocuous ox, which was not yet witnessed goring a person or an ox three times, must pay to the owner of the ox that he gored. Rav Pappa said: Half the damage is considered a payment of money, compensation for the damage caused. Rav Huna, son of Rav Yehoshua, said that half the damage is considered payment of a fine.

[244] The Gemara elaborates. Rav Pappa said: Half the damage is considered a payment of money, as he maintains: Standard oxen do not exist in the presumptive status of safety, and therefore are likely to cause damage. And by right, the owner should pay the entire damage caused by his animal, and it is the Merciful One that has compassion on him, as his ox is not yet forewarned until it has gored a person or an animal three times. Fundamentally, the payment is for damage that the animal caused. Rav Huna, son of Rav Yehoshua, said that half the damage is payment of a fine, as he maintains: Standard oxen exist in the presumptive status of safety, and are not dangerous. And by right, the owner should not pay at all, as the ox goring could not have been anticipated, and therefore the owner bears no responsibility. And it is the Merciful One that penalized him so that he would guard his ox. The sum that he pays is a fine.

[245] The Gemara provides a mnemonic for the proofs cited with regard to this dispute: Damaged; what; and killed; principle. We learned in a mishna that if an innocuous ox gored and killed another's ox, both the damaged and the damager share in the payments. Granted, according to the one who said that half the damage is a payment of money; that is how the damaged party shares in the payments. By right, the owner of the dead ox should be compensated for his entire loss. However, since the ox that gored his ox was innocuous, the owner of the gored ox bears half the costs. The mishna characterizes him as sharing in the payments. However, according to he who said that half the damage is payment of a fine, by right, the injured party himself is entitled to nothing. Now, the owner takes half the damage that by right is not his; can he be characterized as sharing in the payments?

[246] The Gemara answers: This halakha is necessary only for the degradation of the carcass. Initially, half the damage is assessed by calculating the difference between the value of a living ox and the value of its carcass when the owner of the ox that gored the other ox stands trial. The degradation in the value of the carcass from when it was gored until the owner is able to sell it is borne by the owner of the carcass. The owner thereby shares in the payment, as he loses that sum. The Gemara asks: We already learned the halakha with regard to the degradation of the carcass in a baraita in Bava Kamma (10b) in which it is taught that the passage in the mishna: I have become liable to pay payments of damage, teaches that the owners tend to the carcass and bear the costs of its degradation.

[247] The Gemara answers: One of these halakhot is with regard to an innocuous ox and one is with regard to a forewarned ox. The Gemara adds: And it is necessary to teach both halakhot, as if the mishna had taught us only with regard to an innocuous ox, one would understand that its owner is treated with leniency and the owner of the carcass bears the cost of degradation due to the fact that the ox has not yet been forewarned; however, with regard to a forewarned ox, that was forewarned, say no, the owner of the carcass does not bear the cost of degradation. And if the mishna had taught us only with regard to a forewarned ox, one would understand that its owner is treated with leniency and the owner of the carcass bears the cost of degradation due to the fact that he pays for the entire damage, and therefore, the relatively insignificant cost of degradation is overlooked. However, with regard to an innocuous ox, say no, since the owner pays only half the damage, he must bear the cost of degradation. Therefore, it was necessary to state the halakha in both cases. Therefore, there is no proof from this mishna whether half the damage is payment of money or payment of a fine.

[248] The Gemara continues. Come and hear an additional proof from a baraita: What is the difference between an innocuous and a forewarned ox? The difference is that the owner of an innocuous ox pays half of the damage from its body. Compensation for the damage may be collected only from the

body of the ox that gored another ox. If the ox that gored another ox is worth less than half the damage, e.g., if an inexpensive ox killed an expensive one, the injured party receives less than half the damage. And the owner of a forewarned ox pays the entire damage from the owner’s property, and the value of the ox that gored another ox has no effect on the payment. The tanna did not teach an additional difference that the owner of an innocuous ox does not pay based on his own admission and the owner of a forewarned ox pays based on his own admission. Apparently, the half damage is a payment of money and not a fine.

249 The Gemara refutes this claim: This baraita is no proof, as the tanna taught some cases and omitted others and did not list all the differences between innocuous and forewarned oxen. The Gemara asks: What else did he omit that he omitted this? The failure to include an item in a list can be deemed insignificant only if it is one of at least two omissions. If there is only one omission, apparently it was omitted advisedly. The Gemara replies: He omitted the halakha of the half ransom as well. If a forewarned ox killed a person, its owner pays a ransom, and if an innocuous ox killed a person, the owner does not pay even half the ransom. The Gemara rejects this claim: If it is due to the half ransom that the failure to list the difference with regard to payment based on one’s own admission is insignificant, it is not an omission.

250 As it can be explained: According to whose opinion is this baraita taught? It is according to the opinion of Rabbi Yosei HaGelili, who said: The owner of an innocuous ox pays half the ransom. According to his opinion, the only differences between innocuous and forewarned oxen are those specified in the mishna.

251 The Gemara suggests: Come and hear an additional proof from the mishna. One who said: My ox killed so-and-so, or: My ox killed an ox belonging to so-and-so, this owner pays based on his own admission. What, is this not referring to an innocuous ox, for which he pays half the damage, proving that it is a payment of money and not a fine? The Gemara rejects the proof: No, the tanna is referring to a forewarned animal.

252 The Gemara asks: However, in the case of an innocuous ox, what is the halakha? If it is that he does not pay based on his own admission, then, rather than teaching the latter clause of the mishna: One whose ox killed a slave belonging to so-and-so does not pay based on his own admission, let him distinguish and teach the distinction within the case itself: In what case is this statement said? It is with regard to a forewarned ox; however, the owner of an innocuous ox does not pay based on his own admission. The Gemara rejects this proof: The entire mishna is speaking of a forewarned ox, and does not address the halakha of an innocuous ox at all. Therefore, no proof can be cited with regard to the nature of half the payment.

253 The Gemara suggests: Come and hear an additional proof from the mishna: This is the principle: Anyone who pays more than what he damaged, the payments are fines, and therefore he does not pay based on his own admission. The Gemara infers: If he pays less than what he damaged, he pays based on his own admission. Apparently, payment of half the damage is a payment of money, not a fine. The Gemara rejects this proof: Do not infer and say: If he pays less than what he damaged, he pays based on his own admission. Infer and say: If he pays precisely what he damaged, he pays based on his own admission.

254 The Gemara asks: But according to that explanation, if he pays less than the damage he caused, what is the halakha? If it is that he does not pay based on his own admission, let the tanna teach a

more general principle: This is the principle: Anyone who does not pay the amount that he damaged does not pay based on his own admission, as that formulation both indicates one who pays less and indicates one who pays more than the damage he inflicted. The Gemara concludes: This is a conclusive refutation of the opinion of Rav Huna, son of Rav Yehoshua, that payment of half the damage is a fine.

255 The Gemara further concludes: And the halakha is that payment of half the damage is a fine. The Gemara asks: Is there a conclusive refutation of the opinion of Rav Huna, son of Rav Yehoshua, and the halakha is in accordance with that opinion? The Gemara responds: Yes, the halakha is in accordance with his opinion, as, what is the reason that his opinion was conclusively refuted? It is because the tanna does not teach: This is the principle: Anyone who does not pay the amount that he damaged. However, the reason the tanna did not employ that formulation is not clear-cut for him, since there is the payment of half the damage caused by pebbles dispersed by an animal proceeding in its usual manner. As it is a halakha transmitted to Moses from Sinai that the payment for pebbles is a monetary payment, not a fine; it is due to that fact that the tanna did not teach the principle: Anyone who does not pay the amount that he damaged does not pay based on his own admission. In the case of pebbles, although he does not pay the amount that he damaged, he pays based on his own admission.

256 Based on that ruling, the Gemara concludes: And now that you said that payment of half the damage is a fine, this dog that ate lambs, and a cat that ate large roosters, is unusual damage, for which the owner is liable to pay only half the damage if the animal was innocuous, and therefore, we do not collect it in Babylonia. The payment for unusual damage is a fine, and fines cannot be collected in Babylonia, as there are no ordained judges authorized to adjudicate cases involving fines. However, if the cat ate small roosters, that is its usual manner, and we collect the damages in Babylonia, as it is a payment of money.

257 The Gemara comments: And in cases of fines, if the injured party seized property from the offender in the amount of the fine, even in Babylonia we do not repossess it from him, as according to the letter of the law he is entitled to that payment, and the party from whom he seized the property cannot claim that he does not owe that payment. And if the injured party said: Set me a time to go to a court in Eretz Yisrael, where cases of fines are adjudicated, we set a time for him, and if the other disputant does not go to Israel as demanded, we excommunicate him.

258 The Gemara adds: Either way, whether or not he agrees to go to Eretz Yisrael, if he keeps the cause of the damage, we in Babylonia excommunicate him, as we say to him: Remove your cause of damage, in accordance with the opinion of Rabbi Natan. As it is taught in a baraita that Rabbi Natan says: From where is it derived that a person may not raise a vicious dog in his house, and may not place an unsteady ladder in his house? It is as it is stated: “And you shall make a parapet for your roof that you shall not place blood in your house” (Deuteronomy 22:8). It is prohibited to leave a potentially dangerous object in one’s house, and one who refuses to remove it is excommunicated.

## Chapter 4

[1] MISHNA: In the case of a young woman who was seduced, the compensation for her humiliation and her degradation and her fine belong to her father. And the same applies to the compensation for pain in the case of a woman who was raped. If the young woman stood trial against the seducer or rapist before the father died, these payments belong to her father, as stated above. If the father died before he collected the money from the offender, the payments belong to her brothers. As the father's heirs, they inherit the money to which he was entitled before he passed away.

[2] However, if she did not manage to stand in judgment before the father died, and she was subsequently awarded the money, the compensation belongs to her, as she is now under her own jurisdiction due to the fact that she no longer has a father. If she stood trial before she reached majority, the payments belong to her father, and if the father died, they belong to her brothers, who inherit the money notwithstanding the fact that she has become a grown woman since the trial. If she did not manage to stand in judgment before she reached majority, the money belongs to her. Rabbi Shimon says: Even if she stood trial in her father's lifetime but did not manage to collect the payments before the father died, the brothers do not inherit this money, as it belongs to her.

[3] By contrast, with regard to her earnings and the lost items that she has found, although she has not collected them, e.g., she had yet to receive her wages, if the father died they belong to her brothers. These payments are considered the property of their father, as he was entitled to them before he passed away.

[4] GEMARA: The Gemara asks: What is the mishna teaching us? We already learned this in a mishna (Ketubot 39a): The seducer pays three types of indemnity and the rapist pays four. The seducer pays compensation for his victim's humiliation and degradation and for the fine the Torah imposes on a seducer. A rapist adds an additional payment, as he pays compensation for the pain she suffered. The Gemara answers: It is necessary for the mishna to teach that the money is given to her father. The Gemara asks: It is also obvious that the money goes to her father, from the fact that a seducer pays these types of indemnity, as, if one claims that the money goes to her, why does a seducer pay her at all? After all, he acted with her consent; how can she then claim compensation?

[5] The Gemara answers: It was necessary for the mishna to mention these cases in order to address the case where she stood for judgment before her father died, and then he died before collecting payment. In this case, there is a dispute between Rabbi Shimon and the Rabbis as to whether the sons inherit these payments from the father or whether the money belongs to the young woman.

[6] § We learned in a mishna there (Shevuot 36b) that if someone said to another: You raped my daughter, or: You seduced my daughter, and the other says: I did not rape and I did not seduce, to which the father replied: I administer an oath to you, and the defendant said: Amen, and afterward he admitted that he had raped or seduced the man's daughter, he is obligated both in the payments of a rapist or a seducer as well as an additional one-fifth, and he must bring an offering for swearing falsely that he did not owe the money.

[7] Rabbi Shimon exempts him, as he does not pay the fine on his own admission. The accused individual is not considered to have taken a false oath in denial of a monetary charge because he would not have been obligated to pay the fine on the basis of his own admission of guilt. The Rabbis said to him: Although he does not pay the fine on his own admission, indeed he does pay

compensation for the humiliation and degradation on his own admission. Consequently, he has denied a monetary claim, and therefore his false oath obligates him to add one-fifth and to bring an offering. This concludes the mishna.

[8] In light of this mishna, Abaye raised a dilemma before Rabba: With regard to one who says to another: You raped my daughter, or: You seduced my daughter, and I made you stand in judgment for your actions, and you were found obligated to pay me money but you did not do so, and the defendant says: I did not rape, or: I did not seduce, and you did not make me stand in judgment, and I was not found obligated to pay you money, and the defendant took an oath that he was telling the truth and subsequently admitted his guilt, according to the opinion of Rabbi Shimon, what is the halakha?

[9] Abaye explains the two sides of the dilemma: Since he stood trial and was found liable, is this considered a regular monetary obligation, and therefore he is liable to bring the offering for taking a false oath to deny a monetary claim? Or perhaps one can argue that although he stood trial and the court ordered him to pay, the payment is in essence a fine. Rabba said to him: Since he has already stood trial, it is considered a regular monetary payment, and he is liable to bring the offering of an oath.

[10] Abaye raised an objection to Rabba from the following baraita. Rabbi Shimon says: One might have thought that in the case of one who says to another: You raped my daughter, or: You seduced my daughter, and he says: I did not rape her, or: I did not seduce her, or if he claimed: Your ox killed my slave, and he says: It did not kill him, or if his slave said to him: You knocked out my tooth, or: You blinded my eye and you are therefore obligated to emancipate me, and he says: I did not knock it out, or: I did not blind your eye, and he takes an oath but later admitted to the truth of the accusation, one might have thought that he should be liable to bring an offering for a false oath denying a monetary claim.

[11] Therefore, with regard to the offering for a false oath in denial of a monetary claim, the verse states: “If anyone sin, and commit a trespass against the Lord and deal falsely with his neighbor in a matter of a deposit or of a pledge or of a robbery or have oppressed his neighbor, or have found that which was lost and deal falsely with it, and swear to a lie” (Leviticus 5:21–22). Just as all these matters listed in the verse are unique in that they are monetary obligations equal in value to the loss one has caused another individual, so too, this halakha applies to all obligations that are monetary claims, which excludes these payments of a rapist, a seducer, and the like, as they are fines.

[12] What, is it not referring to a case where he has stood trial, and yet Rabbi Shimon does not render him liable for the oath as the payment was originally a fine? Rabba refutes this argument: No, that baraita is referring to a situation where he has not stood trial.

[13] Abaye persists: But from the fact that the first clause of the baraita deals with one who has stood trial, it follows that the latter clause also deals with one who has stood trial. As the baraita teaches in its first clause: I have derived the halakha only for matters for which one pays the principal. With regard to the payments that are double the principal, and payments that are four and five times the principal, and those of the rapist, and the seducer, and the defamer, from where is it derived that all these are included in the liability to bring an offering for falsely taking an oath on a deposit? The verse states: “If anyone sin and commit a trespass [ma’ala ma’al]” (Leviticus 5:21). The doubled

usage of the word trespass serves to amplify and include any false oath taken in denial of monetary liability.

[14] Abaye analyzes this statement: What are the circumstances? If this is referring to a situation when he has not stood trial, is there double payment in that case? Everyone agrees that one who admits his guilt is exempt from the double payment, and yet this obligation is mentioned in the baraita. Rather, it is obvious that the baraita is referring to a case where it is claimed that he has already stood trial and was declared liable to pay the double payment, and the accused individual denies this claim. Abaye summarizes his question: And from the fact that the first clause of this baraita deals with one who has stood trial, the latter clause also deals with one who has stood trial, and even so Rabbi Shimon does not deem him liable to bring an offering for his oath.

[15] Rabba said to him: I could answer you that the first clause deals with one who is accused of already having stood trial and been deemed liable, and the latter clause deals with one who has not stood trial, and this entire baraita is in accordance with the opinion of Rabbi Shimon. According to this answer, Rabbi Shimon concedes that after one has been deemed liable in court, the double payment attains the status of a regular monetary obligation rather than a fine, and therefore in the first case in the baraita he is liable to bring an offering and a payment for his admission. But I will not answer you a far-fetched answer, for if it is so, that the entire baraita represents the opinion of Rabbi Shimon, you could say to me: Let the tanna of the baraita either teach explicitly in the first clause: Rabbi Shimon says, or let him teach in the latter clause: This is the statement of Rabbi Shimon.

[16] Rabba continued: Rather, I will say that the entire baraita is referring to one who has stood trial, and as for the difference in halakha, the first clause is in accordance with the opinion of the Rabbis, who deem one liable to bring the offering of an oath in a case where the plaintiff says that the defendant stood trial, was found liable, and swore falsely. And the latter clause represents the opinion of Rabbi Shimon, who exempts one who confesses from bringing the offering of an oath.

[17] And I concede to you, Abaye, with regard to the liability to bring an offering for falsely taking an oath on a deposit, that the Merciful One exempts him from this offering here, based upon the verse “And deal falsely with his neighbor in a matter of a deposit,” (Leviticus 5:21), which indicates that one is liable to bring an offering only if he lied about a claim that was originally a monetary obligation.

[18] And when I say that Rabbi Shimon maintains that after one is declared liable in court his obligation to pay is considered a regular monetary payment rather than a fine, that is not to say that he is liable to bring an offering for falsely denying a monetary claim, but rather to say that the recipient of the payment bequeaths it to his sons. Unlike a fine, which does not pass by inheritance to one’s heirs, this is classified as a regular monetary payment. Consequently, if the perpetrator was deemed liable in court and ordered to pay the father of the girl he raped or seduced, and the father died before receiving payment, his sons inherit the right to that payment.

[19] Abaye raised an objection to this last point from the mishna. Rabbi Shimon says: If the daughter did not manage to collect the payments before the father died, they belong to her. And if you say that this fine is a monetary payment to the extent that one can bequeath it to his sons after the trial, why does the money belong to her? Since the trial has taken place, it should be the property of the

brothers by inheritance from their father, as it is already considered a regular monetary obligation that is owed to the father.

[20] Rava said: This matter was difficult for Rabba and Rav Yosef for twenty-two years without resolution, until Rav Yosef sat at the head of the academy and resolved it in the following manner: There, in the case of a rape, it is different, as the verse states: “And the man who laid with her shall give the young woman’s father fifty shekels of silver” (Deuteronomy 22:29), from which it is inferred: The Torah entitled the father to this money only from the time of giving. Consequently, if the father dies before receiving the money, he does not bequeath his right to the money to his sons. Instead, the daughter is considered to take her father’s place as the plaintiff, because she was the victim, and the money is paid to her.

[21] And when Rabba said that the fine imposed by a court is considered a regular monetary obligation with regard to one’s ability to bequeath it to his sons, he was not referring to this particular case of a rapist or seducer, but only to other fines, which do have the status of regular monetary obligations after the court delivers its verdict.

[22] The Gemara asks: However, if that is so, that the verb “give” is explained in this manner, with regard to an ox that killed a slave, where it is written: “He shall give to their master thirty shekels of silver” (Exodus 21:32), so too will you say that the Torah entitled the master only from the time of giving? The Gemara answers: “Shall give [yiten],” is distinct, and “shall give [venatan],” is distinct. The first expression, which is stated with regard to an ox that killed a slave, does not indicate that the recipient acquires the right to the money only from the moment it is given, whereas the formulation employed in the case of rape does indicate that this is the case.

[23] The Gemara raises a difficulty: If so, that the main source for this halakha is the phrase “shall give [venatan],” when it was taught in the baraita that a man who rapes or seduces a woman is not liable to bring the offering for a false oath in denial of a monetary claim, rather than saying that this is derived from the fact that the verse states “and deal falsely,” he should have said that it is derived from the fact that the verse states “shall give,” as this is the phrase that teaches that the payment is considered a fine even after he has stood trial.

[24] In answer to this question, Rava said: When it was necessary to cite a proof from “and deal falsely,” it was with regard to a situation where the young woman’s case was brought to trial, and the court ruled in her favor, and she reached majority and subsequently died before the money was paid. The reason that “and deal falsely” is necessary in that case is because there, when the father inherits, it is from her that he inherits.

[25] The Gemara raises another difficulty: If so, the language of the baraita: Excluding these, as they are a fine, is inaccurate, as it is a regular monetary payment, not a fine. In answer to this question, Rav Naḥman bar Yitzḥak said that this phrase means: Excluding these, as they are originally a fine, and it is only once the court orders the man to pay that they are viewed as regular monetary payments.

[26] Abaye raised an objection to this explanation of the opinion of Rabbi Shimon, based upon the mishna in Shevuot cited above (42a), which states: Rabbi Shimon exempts him, as he does not pay a fine on his own admission. The Gemara infers: The reason that he is not liable to bring a guilt-offering is because he has not stood trial. However, if he has stood trial and been found guilty, in which case he pays on his own admission when he later admits that he was already convicted in

court, he should also be liable to bring an offering if he denies that he was convicted in court and takes an oath to that effect. This contradicts the claim that, according to Rabbi Shimon, even after one is convicted in court, the payment is still considered a fine.

[27] The Gemara answers: Rabbi Shimon stated his opinion to them in accordance with the statement of the Rabbis themselves, as follows: According to my opinion, although he has stood trial, the Merciful One exempts him from the offering, as derived from the verse: “And deal falsely with his neighbor in a matter of a deposit” (Leviticus 5:21), which indicates that he is liable only for a claim that originally concerned a regular monetary payment. However, according to your opinion, you should at least concede to me in a case where he has not stood trial, that when one claims the money, he claims a fine and not a regular monetary payment.

[28] And the principle is that one who admits that he is liable to pay a fine is exempt. Since the man would not have been liable to pay even if he had admitted his guilt, his denial of guilt is not considered a denial of monetary liability, and even if he swears falsely that he is not liable, he still does not become liable to bring an offering. And the Rabbis hold that when the father claims payment in court, it is the compensation for the humiliation and degradation that he claims. His main focus is not on the fine, and therefore the denial refers to a regular monetary claim.

[29] The Gemara asks: If this explanation is correct, with regard to what do the tanna’im disagree? Rav Pappa said: Rabbi Shimon holds that a person does not leave aside something that is fixed, e.g., a fine, and claim something that is not fixed, e.g., the compensation for humiliation and degradation, which need to be assessed by the court. Consequently, a claim of rape is essentially a demand for the fine. And conversely, the Rabbis hold that a person does not leave aside something that, if the defendant admits to it, he is not exempt from payment, e.g., humiliation and degradation, and claim something that, if the defendant admits to it, he is exempt from payment. Consequently, they contend that the lawsuit is mainly focused on the compensation for the humiliation and degradation.

[30] § Rabbi Avina raised a dilemma before Rav Sheshet: With regard to a daughter who is sustained by her brothers, i.e., an orphan whose brothers provide her with her sustenance from their father’s estate, in accordance with the stipulation in the marriage contract between their parents that requires the father to pay for his daughter’s sustenance from his property, to whom do her earnings belong?

[31] Rabbi Avina explains the sides of the dilemma. One might say that the brothers stand in place of the father: Just as there, if their father is alive, her earnings go to the father, here too her earnings go to the brothers. Or perhaps this is not similar to the case of a living father. Why not? Because there, she is sustained from his own property, and therefore he is entitled to receive her earnings, whereas here, she is not sustained from their possessions but from the estate of their father, and consequently they should not receive her earnings.

[32] Rav Sheshet said to him: You already learned the answer to this dilemma from a mishna (Ketubot 81a): A widow is sustained from the property of the orphans, and her earnings are theirs. This indicates that although a widow receives her sustenance from the estate of her deceased husband, in accordance with the stipulations of the marriage contract, the orphans are nevertheless entitled to her earnings. The same reasoning should apply to an orphan sustained by her brothers.

[33] The Gemara refutes this argument: Are the two situations comparable? In the case of his widow, the deceased is not necessarily amenable to her living in comfort. Consequently, she is entitled only to the minimum guaranteed to her in the marriage contract, while her earnings go to his heirs.

Conversely, with regard to his daughter, he is amenable and is interested in her living in comfort, and therefore he allows her to retain her earnings so that she can have the extra money.

[34] The Gemara asks: Is that to say that the welfare of his daughter is more preferable to him than that of his widow? But didn't Rabbi Abba say that Rabbi Yosei said: The Sages established the halakha of a widow with regard to the daughter, who is also entitled to sustenance from the estate, like the halakha of a daughter with regard to the brothers in a case of a small estate that is insufficient for the livelihoods of both the girl and her brothers?

[35] Rabbi Abba explains: Just as in the case of a daughter with regard to the brothers, the halakha is that the daughter is sustained from the father's estate, and if the brothers have nothing to eat they must go and beg for charity at people's doors, so too, in the case of a widow with regard to the daughter, the widow is sustained and the daughters beg for charity at people's doors. This indicates that a man is more concerned for his widow than his daughter. The Gemara explains: The two cases are not comparable. With regard to degradation, one's widow is preferable to him, i.e., if one of them must be forced to go around requesting handouts, a man would rather it be his daughter than his widow. By contrast, with regard to comfort, the comfort of his daughter is more preferable to him than that of his widow.

[36] Rav Yosef raised an objection to Rav Sheshet's conclusion that the orphan girl's earnings belong to the brothers, from the mishna: With regard to her earnings and the lost items that she has found, although she has not collected them, if the father died, they belong to her brothers. Rav Yosef infers: The reason for this halakha is that she acquired her earnings in her father's lifetime, which indicates that the money she earns after the father's death belongs to her. What, is it not referring even to a daughter who is sustained from his estate? The Gemara refutes this claim: No, it deals with a daughter who is not sustained from his property but who sustains herself through her own earnings.

[37] The Gemara asks: If the mishna is speaking of one who is not sustained from his estate, what is the purpose of stating this? It is obvious that this is the halakha, as even according to the one who said that a master can say to his slave: Work for me but I will not feed you, i.e., a master is not legally obligated to provide sustenance to his slave, this applies only to a Canaanite slave, with regard to whom it is not written in the Torah: "With you," and therefore his master is not obligated to feed him.

[38] However, in the case of a Hebrew slave, as it is written with regard to him: "With you" (Deuteronomy 15:16), which indicates that he is entitled to live with his master as an equal, the master may not compel the slave to serve him unless he feeds him. All the more so concerning his daughter, it cannot be the case that this young woman has to work and give her wages to the brothers if they are not obligated to sustain her at the same time.

[39] Rabba bar Ulla said: It is necessary only for the surplus. The mishna is not implying that the brothers can take her earnings produced after the father's death and not sustain her, leaving her with nothing. Rather, the question concerns a young woman whose earnings provide her with more than she needs for her sustenance, leaving her with a surplus. It is this surplus that belongs to her, and not to her brothers. Rava said in response to Rabba bar Ulla's explanation: Is it possible that a man as great as Rav Yosef does not know that there is an explanation according to which the implied case of the mishna is referring to the surplus, and in his ignorance he raises a refutation against Rav Sheshet? This certainly cannot be the case.

[40] Rather, Rava said: The mishna itself poses a difficulty to the opinion of Rav Sheshet, and this difficulty led Rav Yosef to his conclusion. This is as the mishna teaches: Her earnings and the lost items that she has found, although she has not collected them. Rava analyzes this statement: With regard to items that she has found, from whom does she collect them? The concept of collecting is inappropriate in this case.

[41] Rather, is it not the case that this is what the mishna said: Her earnings are like items she has found: Just as items she has found in her father's lifetime belong to her father, and after the father's death they belong to her, so too, the same rule applies to her earnings as well: In the father's lifetime, they go to the father, and after the father's death they belong to her, even when she is sustained from the inheritance. The Gemara concludes: We can learn from this inference that the mishna deals with her earnings themselves, not their surplus, in contrast to the interpretation of Rav Sheshet.

[42] This halakha was also stated by amora'im, as Rav Yehuda said that Rav said: In the case of a daughter who is sustained by the brothers, her earnings nevertheless belong to her. Rav Kahana said: What is the reason for this? As it is written with regard to slaves: "And you may make them an inheritance for your sons after you" (Leviticus 25:46), from which it is inferred: It is them, slaves alone, that you bequeath to your sons, and you do not bequeath your daughters to your sons. This verse teaches that a man does not bequeath a right that he has over his daughter to his son. All the rights a man possesses over his daughter are personal rights, which are not transferable by inheritance.

[43] Rabba strongly objects to this explanation that the verse is referring to a man's rights to his daughter's earnings: But one can say that the verse is speaking of the fine that a father is paid in the case of the seduction of his daughter, and the fines paid to him if she is raped, and compensation due to him for injuries that she suffered, and the verse indicates that these rights are not bequeathed to his heirs. And Rav Ḥanina likewise explicitly taught that the verse is speaking of payments a father is paid in the case of the seduction of his daughter, and the fines due to him if she is raped, and compensation for injuries she has suffered.

[44] The Gemara questions this interpretation: With regard to injuries, they are the result of her bodily pain, and the guiding principle is that any compensation for a daughter's physical pain does not belong to her father, who merely keeps it in trust for her. If so, the category of injuries should not have been included in this list. Rabbi Yosei bar Ḥanina said:

[45] We are dealing with a case when he injured her in her face, and therefore he must also pay for the loss of her value, a sum that belongs to her father. Rav Zeira said that Rav Mattana said that Rav said, and some say Rabbi Zeira said that Rav Mattana said that Rav said: With regard to a daughter who is sustained by the brothers, her earnings belong to her, as it is written: "And you may make them an inheritance for your sons after you" (Leviticus 25:46), which indicates: It is them, slaves, that you bequeath to your sons, and not your daughters to your sons. This verse teaches that a man does not bequeath a right that he has over his daughter to his son.

[46] Avimi bar Pappi said to Rabbi Zeira: Shakud said this halakha. The Gemara asks: Who is Shakud? This is a nickname for Shmuel. The Gemara asks: Didn't Rav say it? The Gemara answers: One should say that Avimi bar Pappi meant that even Shakud said it, i.e., Shmuel also agreed with this ruling. Mar bar Ameimar said to Rav Ashi: The Sages of Neharde'a say as follows: The halakha is in accordance with the opinion of Rav Sheshet, that brothers who are sustaining their sister are entitled

to her earnings. Rav Ashi said: The halakha is in accordance with the opinion of Rav, that her earnings belong to her. The Gemara concludes: And the halakha is in accordance with the opinion of Rav.

[47] MISHNA: One who betroths his minor daughter to a man, and the man subsequently divorces her, and her father then betroths her to another, and she is widowed, the payment specified in her marriage contract, even from her second husband, is his, i.e., it belongs to the father. However, if her father married her off and her husband divorced her, and her father then married her to another man and she was widowed, even the payment specified in her marriage contract from her first marriage is hers. Rabbi Yehuda says that the payment specified in the first marriage contract belongs to the father. They said to him: If it was after he married her off, even the first time, her father no longer has authority over her.

[48] GEMARA: The Gemara infers from the language of the mishna: The reason is that he married her off, and the husband divorced her, and he married her off to another man, and she was widowed. However, if she was widowed twice she is no longer fit to be married, due to the concern that she is the cause of her husbands' early demise. The Gemara comments: And the tanna incidentally teaches an unattributed opinion in accordance with the opinion of Rabbi Yehuda HaNasi, who said that presumption is established by two occasions. Consequently, she is already considered a danger after two husbands have passed away, as opposed to the opinion that three incidents are required to establish a presumption.

[49] § The mishna taught that Rabbi Yehuda says the payment specified in the first marriage contract belongs to the father. The Gemara asks: What is the reason of Rabbi Yehuda? The Gemara explains that Rabba and Rav Yosef both say: Since the father is entitled to the payments of the marriage contract from the time of her betrothal, when the first husband obligated himself to pay her marriage contract, as the girl was under her father's authority at the time, the father receives the money. Although the money is actually paid only after the girl was married and divorced, at which time she is under her own jurisdiction, her father acquired his right to the marriage contract from the time of her betrothal, when she was under his authority.

[50] Rava raised an objection from a baraita: Rabbi Yehuda says that the payment specified in the first marriage contract belongs to her father. And Rabbi Yehuda concedes in the case of one who betroths his daughter when she is a minor, and she matures and subsequently marries, that her father no longer has authority over her once she becomes an adult, and he does not retain his rights to her marriage contract. According to the above explanation, why does Rabbi Yehuda agree in that case? Here too, let him say: Since the father is entitled to the payment of her marriage contract from the time of her betrothal, he receives the payment even if she married after she reached majority.

[51] Rather, if this statement was stated, it was stated as follows: Rabba and Rav Yosef both say: Since the amounts of the marriage contract are written under his authority, as the marriage contract is drafted right before the marriage, at which point the girl was still under her father's jurisdiction, he is therefore entitled to the money. This explains why the ruling is different if she reached majority before her marriage. In this case, the marriage contract was written when she was no longer under her father's jurisdiction, and therefore her father is not entitled to the payment of her marriage contract.

[52] And now that it has been established that even according to the opinion of Rabbi Yehuda, the rights to a marriage contract are determined based upon the time of marriage and not the time of betrothal, despite the fact that its sum is fixed at that time, the Gemara asks: From when does the husband's property become liened to ensure collection of his wife's marriage contract? Does the monetary claim take effect at the time of betrothal, so that there is a lien on any property he owned at that time, or is there a lien only on property that the husband owned at the time of marriage?

[53] Rav Huna said: With regard to the one hundred dinars for a non-virgin and the two hundred for a virgin, the basic sums of a marriage contract instituted by the Sages, she has a lien on her husband's property from the time of the betrothal, as she acquired this amount when she was betrothed, but with regard to the addition, i.e., additional sums of money stipulated by the husband himself, the wife's lien on his property takes effect only from the time of the marriage. And Rav Asi said: The lien for both this and that take effect only from the time of their marriage.

[54] The Gemara asks: And did Rav Huna actually say this, that a woman has a lien on her husband's property from the time of betrothal with regard to payment of the one hundred or two hundred dinars that constitute the main sum of her marriage contract? But wasn't it stated that amora'im discussed the case of a woman who produced against her husband, upon their divorce, two marriage contracts, written at different times, one of two hundred dinars and the other one of three hundred? And Rav Huna said: Since she can claim only one marriage contract, if she came to collect the first sum of two hundred dinars, she can collect that amount even from property her husband sold after the first point in time, when this marriage contract was written, and if she wishes to collect the one worth three hundred dinars, she can collect from property her husband sold after the second point in time.

[55] The Gemara explains the difficulty: And if it is so, that Rav Huna maintains that the lien for the basic sum and the addition can be ascribed to different dates, let her collect two hundred dinars from property sold after the first point in time, as she was already entitled to the basic sum of her marriage contract from that day, and she can collect the additional one hundred dinars from property sold after the second point in time.

[56] The Gemara refutes this argument: And even according to your reasoning, let her collect the entire five hundred dinars, the sum of both marriage contracts. She should be able to collect two hundred from property sold after the first point in time and three hundred from property sold after the second stipulated time.

[57] Rather, what is the reason that she may not collect the entire sum of five hundred dinars? Since he did not write to her in the second marriage contract: I chose to add to the payment of your marriage contract, and therefore I am writing a contract for three hundred dinars in addition to the first two hundred dinars, it is apparent that this is what he meant to say to her by writing a second marriage contract: If you collect from property sold after the first point in time, you may collect two hundred dinars; if you collect from property sold after the second point in time, you may collect three hundred dinars.

[58] Here too, this is the reasoning for the ruling that she does not collect the additional one hundred dinars from the second stipulated time, as he did not write to her in the second marriage contract: I added one hundred dinars to your original marriage contract of two hundred dinars. Evidently, he did not add to the existing marriage contract. Rather, she forgave her rights to the first marriage contract,

including the lien on his property from the date it was written, in order to accept the second marriage document.

[59] § After clarifying Rav Huna’s opinion, the Gemara turns its attention to a more general issue, connected to his last statement. The Master, i.e., Rav Huna, said, as indicated in the above discussion, that if she wishes she can collect the sum specified in this marriage contract, and if she wishes she can collect the sum specified in that marriage contract. The Gemara asks: Shall we say that this opinion disagrees with that of Rav Naḥman? As Rav Naḥman said: With regard to two documents that pertain to the same issue and that are produced one after the other, e.g., a pair of documents that ascribe the transfer of ownership over a particular field to different times, the second, later document nullifies the first. Here too, the second marriage contract should negate the first one entirely.

[60] The Gemara refutes this suggestion: Was it not stated with regard to this halakha of Rav Naḥman that Rav Pappa said: And Rav Naḥman concedes that if he added so much as a palm tree in the second document, this shows that he wrote it as an addition, and therefore the second document does not cancel the first, but adds to its sum? Here too, he added something for her, as the sum of money specified in the second marriage contract is larger than that specified in the first.

[61] § Since the Gemara has mentioned the statement of Rav Naḥman, it discusses this matter itself: Rav Naḥman said: With regard to two documents that are produced one after the other, the second nullifies the first. Rav Pappa said: And Rav Naḥman concedes that if he added a palm tree to it, he wrote it as an addition. The Gemara analyzes this halakha in detail. It is obvious that if the first document was a document of a sale, and the second stated that the same field was given as a gift, the second document does not negate the first, as he wrote the additional document of a gift to improve the rights of the recipient due to the halakha of one whose field borders the field of his neighbor.

[62] And all the more so, this is the halakha if he wrote the first document as a gift and the second in the form of a sale, as we say it was due to the halakha of a creditor that he wrote it in this way. Out of concern that his creditor might come and snatch the field from the recipient and leave him without redress, he writes a document of sale for the recipient, so that he can return and collect this sum from him.

[63] Rather, Rav Naḥman meant that if both of them were documents of sale or both of them were documents of gifts, the second nullifies the first. The Gemara asks: What is the reason for this halakha? Amora’im argued over this matter. Rafram said: Say that the recipient of the field admitted to him that the first document was invalid, e.g., it was forged, and he therefore wrote a second, valid document. Rav Aḥa said: Say that the recipient forgave him his lien from the date of the first document. Consequently, if the seller’s creditors collect this field as payment for the debt owed to them, which necessitates the seller reimbursing the buyer for the purchase price of the field, the buyer has a lien only on property owned by the seller from the time of the second document.

[64] The Gemara asks: What is the practical difference between these two explanations? The Gemara explains: The practical difference between them involves several cases. First, there is the issue of whether this serves to impair the reliability of the witnesses: According to Rafram, who assumes that the first document was of questionable validity, the witnesses who signed on that document are likewise under suspicion, and therefore their testimony and signature in other cases are of questionable value.

[65] And there is also a difference with regard to paying for the produce of the property between the dates specified in the two documents. According to Rafram, the transfer of ownership did not take place at the date specified in the first document. Consequently, the recipient of the field must compensate the original owner for the field's produce that he consumed between the two dates. According to Rav Aḥa, the transfer of ownership took place at the time specified in the first document. And finally, there is a difference with regard to the payment of the land tax [taska]. If the first document was invalid, the previous owner must pay all taxes due during the period between the two documents.

[66] § The above discussion came in the wake of the dispute between Rav Huna and Rav Asi with regard to whether the lien on a husband's property to ensure payment of his wife's marriage contract applies from the time of betrothal or the time of marriage. The Gemara returns to that issue. What halakhic conclusion was reached about this matter of a marriage contract? The Gemara responds: Come and hear the following ruling, as Rav Yehuda said that Shmuel said in the name of Rabbi Elazar, son of Rabbi Shimon: The lien on his property with regard to the one hundred dinars or two hundred dinars that comprise the basic sum of a marriage contract applies from the time of the betrothal, and the lien with regard to the additional sum applies from the time of the marriage.

[67] And the Rabbis say: The lien with regard to both this and that takes effect only from the time of the marriage. The Gemara concludes: And the halakha is that with regard to both this and that, the lien takes effect from the time of the marriage, in accordance with the majority opinion of the Rabbis.

[68] MISHNA: In the case of a female convert whose daughter converted with her and later, as a young woman, the daughter engaged in licentious sexual relations when she was betrothed, she is executed by strangulation, not stoning, the method of execution that would be employed had she been born Jewish. She has neither the halakha of being executed at the entrance to her father's house, as in the case of a woman who was born Jewish who committed this crime, nor does she receive one hundred sela if her husband defamed her by falsely claiming that she had committed adultery. The reason is that the verses state "Israel" (Deuteronomy 22:19, 21) with regard to these halakhot, indicating that these halakhot apply only to those born as Jews.

[69] However, if the daughter's conception occurred when her mother was not yet in a state of sanctity, i.e., when she was still a gentile, but her birth took place when her mother was in a state of sanctity, as her mother converted during her pregnancy, this daughter is punishable by stoning if she committed adultery as a betrothed young woman. However, she has neither the halakha of being executed at the entrance to her father's house, nor the right to one hundred sela if it turns out that her husband defamed her. If her conception and birth occurred when her mother was in a state of sanctity, i.e., after she converted, she is like a regular Jewish woman in all matters.

[70] If a young woman who is betrothed commits adultery and she has a father but does not have an entrance to her father's house, i.e., if her father does not possess a house of his own, or if she has an entrance to her father's house but does not have a father, as he has passed away, she is nevertheless executed via stoning, as the requirement that she is to be executed at the entrance to her father's house is stated only for a mitzva but it is not an indispensable requirement.

[71] GEMARA: Since the rulings of the mishna are based on the principle that the special halakhot of a betrothed young woman who committed adultery apply only to a woman who was born Jewish, the

Gemara questions the halakha that a woman who was conceived when her mother was a gentile but born when her mother was Jewish is executed via stoning: From where are these matters derived? Reish Lakish said: As the verse states: “And the men of her city shall stone her with stones that she die” (Deuteronomy 22:21). The phrase “that she die” is superfluous and comes to include one whose conception occurred when her mother was not yet in a state of sanctity but her birth took place when her mother was in a state of sanctity.

72 The Gemara asks: If so, if the verse equates her to a regular Jewish woman, let her husband also be flogged if he defames her, and let him also pay the one hundred sela. The Gemara answers that the verse states: “That she die” (Deuteronomy 22:21), which indicates that she was included with regard to the death penalty but not with regard to the fine. The Gemara asks another question: Say that this verse comes to include only a girl whose conception and birth both occurred when her mother was in a state of sanctity. The Gemara responds: That girl is a full-fledged Jewish woman, and there is no difference between her and any other Jewish woman.

73 The Gemara asks a question from the opposite perspective: And say that the verse comes to include even one whose conception and birth both occurred when her mother was not in a state of sanctity. The Gemara answers: If so, the phrase “in Israel” (Deuteronomy 22:21), what purpose does it serve? This expression indicates that this halakha applies only to a woman who was born Jewish.

74 § Rabbi Yosei bar Ḥanina said: The defamer of an orphan girl is exempt, as it is stated: “And they shall fine him a hundred shekels of silver, and give them to the father of the young woman” (Deuteronomy 22:19), which excludes this one who does not have a father.

75 Rabbi Yosei bar Avin, and some say it was Rabbi Yosei bar Zevida, raised an objection to this from the following baraita: The verse states with regard to a seduced young woman: “If her father utterly refuse [ma’en yima’en] to give her to him, he shall pay money according to the dowry of virgins” (Exodus 22:16). The double phrase “utterly refuse [ma’en yima’en]” comes to include an orphan for the fine, i.e., if she does not have a father and she herself refuses to marry her seducer, he must pay her the fine. This is the statement of Rabbi Yosei HaGelili. This proves that the fact that the girl does not have a father does not exempt her seducer from paying the fine.

76 The Gemara states that Rabbi Yosei bar Avin raised the objection and he resolved it: Rabbi Yosei HaGelili refers to one who had intercourse with her and afterward was orphaned. Since she had a father when the incident occurred, he is obligated to pay her the fine.

77 Rava said, in contrast to Rabbi Yosei bar Ḥanina, that one who defames an orphan is obligated to pay the fine. From where does he learn this? He learns this from the fact that Ami taught that the fine applies to one who defamed “a virgin of Israel” (Deuteronomy 22:19) and does not apply to one who defamed a virgin who is a convert.

78 Rava elaborates: Granted, if you say that in a case like this, where a woman has no father, with regard to a woman who was born as a Jew, he is obligated to pay, that is why it was necessary for the verse to exclude converts. Every convert is considered like an orphan, as the familial connection with her parents is severed upon her conversion, and therefore it is as though she did not have a father. However, if you say that in a case like this involving a woman born as a Jew he is exempt, now if in a case involving a woman born as a Jew he is exempt, is it necessary to derive from a verse that converts are not entitled to the fine? The fact that there is such a derivation in the case of converts indicates that in the case of a Jewish-born orphan, the defamer must pay a fine.

[79] § Reish Lakish said: The defamer of a minor girl is exempt, as it is stated: “And give them to the father of the young woman [na’ara]” (Deuteronomy 22:19). The word na’ara is written in full, with the letter heh at the end, whereas elsewhere in the Torah it is written without the heh. This indicates that the verse was speaking of a female who has fully attained the status of a young woman, rather than a minor who has not yet reached the state of being a young woman.

[80] Rav Aḥa bar Abba strongly objects to this: Is it correct that the reason is that it is written with regard to her “na’ara” in full, but if that were not so, I would say that even a minor is included in this halakha? Isn’t it written: “But if this matter is true, that the tokens of virginity were not found in this young woman, then they shall bring out the young woman to the entrance to her father’s house and the men of her city shall stone her” (Deuteronomy 22:20–21)? And since a minor is not eligible for punishment, this verse evidently is referring to a young woman, not a minor, and therefore there is no need for the aforementioned exposition.

[81] Rather, the verse should be understood as follows: Here, where it is evident that the Torah is referring to a young woman, it writes na’ara with a heh, from which it may be inferred that wherever it is stated na’ara without a heh at the end, it indicates that the verse is referring even to a minor girl. The term na’ara without a heh is referring to both a minor and a young woman and excludes only an adult woman.

[82] Sheila taught in a baraita: There are three different circumstances with regard to a young woman who has been defamed. If witnesses came to testify about her when she was in her father-in-law’s house, i.e., after she was married, and stated that she committed adultery in her father’s house, when she was betrothed,

[83] one stones her at the entrance to her father’s house, as though to say: See what you have brought up. If witnesses came to testify about her when she was in her father’s house, i.e., when she was betrothed, and testified that she committed adultery in her father’s house, one stones her at the entrance to the gate of the city. If she went astray and sinned when she was a young woman and subsequently reached majority, i.e., she became a grown woman, she is sentenced to strangulation, which is the punishment for a grown woman who committed adultery.

[84] The Gemara asks with regard to this halakha: Is that to say that in any case where her body has changed after her sin, the manner in which she is put to death changes as well? The Gemara raises a contradiction from the following baraita: If there is a betrothed young woman who allegedly committed adultery, and after she reached majority she married and her husband defamed her, accusing her of having committed adultery during the period of betrothal, he is not flogged and does not give the one hundred sela if she is proven innocent, as these punishments are limited to one who defames a young woman (Deuteronomy 22:19). However, if she is guilty, she and her conspiring witnesses are brought early in the morning to the place of stoning. This proves that although her body changed between the time of the sin and the time of her punishment, she is stoned nevertheless.

[85] The Gemara digresses to analyze the last clause of this baraita: Can it enter your mind to say that both she and her conspiring witnesses, i.e., witnesses who falsely testified that she committed adultery, are executed? If the witnesses who testified against her were telling the truth and she sinned, only she is liable to be stoned, and if the court discovers that they were false, conspiring witnesses, then they are stoned and she is exempt. Rather, the text of the baraita should be emended

so that it reads: Either she or her conspiring witnesses are brought early in the morning to the place of stoning.

[86] In answer to the contradiction, Rava said: A defamer, you said? A defamer is different as it is a novel halakha. Certain aspects of this case do not apply to other halakhot as, generally, if a woman who entered the wedding canopy and did not yet have intercourse with her husband subsequently committed adultery, she is executed by strangulation, which is the punishment for a married woman who committed adultery. However, in the case of a defamer, if the woman is guilty she is executed by stoning, despite the fact that if she would commit the sin in her current state, as a married woman, she would be executed via strangulation. This proves that in the case of defamation, the method of execution is determined by the time when the sin was committed, although her status has since changed.

[87] Rav Huna, son of Rav Yehoshua, said to Rava: Perhaps when the Merciful One introduced the novelty of the halakha of a defamer, it was applied only to a case where her body has not changed and she is still a young woman. However, in a case where her body has changed and she has become a grown woman, the Merciful One did not introduce the novelty of this halakha, and she is liable to strangulation just as she would be liable to strangulation if she had committed the sin as a grown woman.

[88] Rather, Rav Naḥman bar Yitzḥak said: This question of whether the method of her execution changes or does not change if her body has changed is a dispute between tanna'im, as we learned in a mishna (Horayot 10a), with regard to the special offering of a High Priest or a king who sinned unwittingly (see Leviticus 4:3–12, 22–26): If they sinned before they were appointed, and they were subsequently appointed, and they became aware of their transgression only after their appointment, they are like commoners. They must bring a female sheep or goat, like any ordinary individual who sinned, rather than the bull brought by a High Priest who has sinned or the male goat brought by a king who has sinned.

[89] Rabbi Shimon says: If their sin became known to them before they were appointed, even if they did not bring their offering before they were appointed, they are liable to bring the offering of a commoner. However, if their sin became known to them after they were appointed, they are entirely exempt from bringing an offering as their change in status necessitates a corresponding change in their offering, and therefore their first obligation is entirely nullified. This shows that according to Rabbi Shimon, a change in status retroactively affects one's liability for a transgression he committed in his previous status. A similar halakha should apply in the case of a betrothed young woman who committed adultery and reached majority before her sin became known.

[90] The Gemara questions this comparison: Say that we heard that Rabbi Shimon follows even the awareness, i.e., Rabbi Shimon takes into consideration the time when the sin became known to the High Priest or king, and maintains that he cannot bring the offering of a commoner. However, did you hear him say that he follows the time of the awareness and does not follow the time of the sin? If so, let him bring the offering that befits his current status: One anointed to be the High Priest brings a bullock, and a prince, i.e., a king, offers a goat. Consequently, there is no proof that, according to Rabbi Shimon, if the sin of a betrothed young woman became known after she reached majority, she is sentenced to strangulation like a grown woman.

91 The Gemara responds: Nevertheless, this issue is subject to a dispute. Didn’t Rabbi Yoḥanan say to the tanna, i.e., the Sage who would recite statements of tanna’im before him and who recited Sheila’s ruling with regard to a betrothed young woman: Teach that she is sentenced to stoning rather than strangulation? The Gemara questions Rabbi Yoḥanan’s statement: But why? The Merciful One says: A betrothed young woman, but this one is a grown woman. Rabbi Ile’a said: The verse states: The young woman, in reference to the young woman that she already was at the time of her sin, despite the fact that she now has a different status.

92 Rabbi Ḥanina said to Rabbi Ile’a: If so, if her status is determined according to the time of her transgression, let the husband who defames her also be flogged, and let him also pay the one hundred sela if his claim turns out to have been unfounded. Rabbi Ile’a said to him: May the Merciful One save us from following this opinion, as your argument is illogical. Rabbi Ḥanina replied: On the contrary, may the Merciful One save us from your opinion, as yours is the baseless opinion.

93 The Gemara asks: And what is the reason that she is considered a young woman with regard to stoning but a grown woman when it comes to the fine? Rabbi Yitzḥak bar Avin said, and some say this answer was given by Rabbi Yitzḥak bar Abba: With regard to this one, i.e., the woman, who sinned, her act of adultery caused her punishment, whereas that one, i.e., the husband who wrongfully defamed his wife, the twisting of his lips caused his punishment, i.e., he sinned by speaking. He elaborates: This one, her action caused her punishment. When she committed adultery, she was a young woman who committed adultery, and she is sentenced accordingly. And that one, the twisting of his lips caused his punishment. When does he become liable? At that time when he defamed her, and at that time his wife was a grown woman.

94 § The Sages taught in a baraita: In the case of a betrothed young woman who committed adultery, one stones her at the entrance to her father’s house. If she does not have an entrance to her father’s house, one stones her at the entrance to the gate of that city. And in a city that is mostly populated by gentiles, where she cannot be stoned at the city entrance, one stones her at the entrance to the court. In a similar manner, you say: With regard to one who engaged in idol worship, one stones him at the entrance to the gate where he worshipped, and in a city that is mostly inhabited by gentiles one stones him at the entrance to the court.

95 The Gemara asks: From where are these matters derived, that one stones an idol worshipper in the place where he worshipped? As the Sages taught: It states with regard to one who worshipped an idol: “Then you shall bring forth that man or that women who have done this evil thing, to your gates…and you shall stone them with stones that they die” (Deuteronomy 17:5). “Your gates,” this is the gate where he worshipped idolatry. The offender is taken there to be stoned. Do you say it is the gate where he worshipped, or perhaps it is only the gate where he was sentenced, i.e., the gate of the court?

96 The Gemara answers: It is stated “your gates” below, in that verse, and is stated “your gates” above, in this verse: “If there is found in the midst of you, within any of your gates…a man or woman who does that which is evil in the sight of the Lord your God, in transgressing His covenant” (Deuteronomy 17:2). Just as “your gates” stated above is referring to the gate where he worshipped, so too the phrase “your gates” stated below, with regard to execution, means the gate where he worshipped idols.

[97] Alternatively, the idol worshipper is executed at “your gates,” and not at the gates of gentiles. The Gemara asks: This term, “your gates,” you have already used it to indicate that he is stoned at the gate of the city where he worshipped idols. How, then, can you derive another halakha from this expression? The Gemara answers: If so, if it teaches only one halakha, let the verse say only the word gate. For what reason does it state “your gates”? This indicates that the verse is referring to the gates of cities inhabited by Jews, and therefore one can conclude two conclusions from it.

[98] The Gemara asks: We found a source that indicates that in a case of idolatrous worship, the perpetrator is stoned at the gate of the city where he committed his sin. From where do we derive that a betrothed young woman who is not stoned at the entrance to her father’s house is stoned at the gate of the city?

[99] Rabbi Abbahu said: One derives this by verbal analogy, as follows: The meaning of the term “entrance” (Deuteronomy 22:21), stated with regard to a betrothed woman who committed adultery, is derived from the term “entrance” that appears with regard to the Tabernacle, in the verse “The entrance of the gate of the courtyard” (Numbers 4:26); and the meaning of this usage of the term entrance is derived from the term “gate,” which appears in the same phrase; and the meaning of this usage of the term “gate” is derived from the term “your gates” stated with regard to idolatry. This teaches that a young woman who was betrothed and committed adultery is executed at the gate of the city, similar to one who engaged in idol worship.

[100] § The Sages taught in a baraita: One who defames his wife is flogged and gives one hundred sela. Rabbi Yehuda says: As for flogging, he is flogged in any case. However, with regard to the one hundred sela, if he defamed her after he had intercourse with her, he gives the money. If he did not yet have intercourse with her, he does not give her this sum.

[101] The Gemara comments: These tanna’im disagree with regard to the dispute between Rabbi Eliezer ben Ya’akov and the Rabbis, and this is what the first tanna is saying: The defamer is flogged and gives one hundred sela, whether he had intercourse with his wife or whether he did not have intercourse with her, in accordance with the opinion of the Rabbis. Rabbi Yehuda says: As for flogging, he is flogged in any case, but with regard to the one hundred sela, if he had intercourse he gives the money, whereas if he did not have intercourse he does not give it to her. This is in accordance with the opinion of Rabbi Eliezer ben Ya’akov, that the halakha of a defamer applies only to a husband who had relations with his wife.

[102] There are those who say that this entire baraita is in accordance with the opinion of Rabbi Eliezer ben Ya’akov, and this is what the baraita is saying: The defamer is flogged and gives one hundred sela, but this applies only if he previously had intercourse with his wife. Rabbi Yehuda says: As for flogging, he is flogged in any case, as only the fine is dependent on the couple having previously had intercourse.

[103] The Gemara asks: And does Rabbi Yehuda hold that with regard to flogging, he is flogged in any case? But isn’t it taught in a baraita that Rabbi Yehuda says: If he had intercourse with his wife before he defamed her, he is flogged; but if he did not have intercourse with his wife before he defamed her, he is not flogged? In answer to this question, Rav Naḥman bar Yitzḥak said: When Rabbi Yehuda said that he is flogged even if he had not yet had intercourse with his wife, he was referring to lashes for rebelliousness [mardut], which apply by rabbinic law. Since he lied, defamed

his wife, and endangered her life by accusing her of a sin that carries the death penalty, the court punishes him, but this punishment does not apply by Torah law.

[104] Rav Pappa said: What of the statement that is taught there, in the baraita, that it is only if he had intercourse with her that he is flogged? It is referring to the money of the fine. The Gemara asks: And does one call monetary payment flogging? The Gemara answers: Yes, and we learned in a baraita: One who says: Half my valuation is upon me, he gives half his valuation, in accordance with the sum fixed by the Torah according to sex and age (see Leviticus 27:2–3). Rabbi Yosei, son of Rabbi Yehuda, says: He is flogged and gives his full valuation. The Sages inquired: Why is he flogged? What transgression did he commit? Rav Pappa said: He is flogged by having to pay a full valuation. This proves that monetary payment can be referred to as flogging.

[105] The Gemara clarifies: What is the reason of Rabbi Yosei, son of Rabbi Yehuda? It is a rabbinic decree in the case of one who vows to donate half of his valuation, due to a case where one vowed the valuation of half of himself. And one who vows to donate the valuation of half of himself has effectively vowed to donate the valuation of a limb upon which his life depends, e.g., his head or heart, in which case it is as though he vowed to donate his entire valuation. Consequently, even one who vows to donate half of his valuation must donate his entire valuation.

[106] § The Gemara continues to discuss the halakhot of the defamer. The Sages taught the following baraita, based upon the following verses: “And the Elders of that city shall take the man and chastise him. And they shall fine him a hundred shekels of silver, and give them to the father of the young woman” (Deuteronomy 22:18–19). “And they shall fine [ve’anshu] him”; this is referring to money. “And chastise him”; this is referring to flogging.

[107] The Gemara asks: Granted, with regard to the phrase “and they fine [ve’anshu] him,” although the word ve’anshu can refer to any punishment, in this case it is referring to money, as it is written: And they shall fine him a hundred shekels of silver, and give them to the father of the young woman. However, with regard to the statement of the baraita that: “And chastise him”; this is referring to flogging, from where do we derive this?

[108] Rabbi Abbahu said: We learned the meaning of the word chastise in the case of a defamer by verbal analogy from the word chastise stated in the verse “if a man have a stubborn and rebellious son [ben], that will not listen to the voice of his father or the voice of his mother, and though they chastise him, will not listen to them” (Deuteronomy 21:18). And the implication of the word chastise in that verse is derived from the word son that appears in the same verse. And the implication of the word son [ben] with regard to a rebellious son is derived from the word bin in the verse “Then it shall be if the wicked man deserve [bin] to be flogged” (Deuteronomy 25:2).

[109] The Gemara asks: From where do we derive the warning, i.e., the prohibition that serves as the source for the flogging for a defamer? Rabbi Elazar says that the prohibition is derived from the verse “You shall not go up and down as talebearer” (Leviticus 19:16). Rabbi Natan says that it is derived from: “Then you shall keep yourself from every evil thing [davar ra]” (Deuteronomy 23:10), which is expounded to mean dibbur ra, evil speech.

[110] The Gemara asks: And what is the reason that Rabbi Elazar did not state that it is derived from this verse quoted by Rabbi Natan? The Gemara answers: He requires that verse for the statement of Rabbi Pineḥas ben Yair, as it was taught: “Then you shall keep yourself from every evil thing”; from

here Rabbi Pineḥas ben Yair said: A person should not think impure thoughts by day and thereby come by night to the impurity of an emission.

[111] The Gemara asks the reverse question: And what is the reason that Rabbi Natan did not state that it is derived from that verse cited by Rabbi Elazar? The Gemara answers: Rabbi Natan explains that verse, which includes the term talebearer [rakhil], as a warning to the court that it should not be soft to [rakh la] this litigant and harsh to that one, but it must treat both sides as equals.

[112] § The Gemara cites another statement that deals with a defamer: If the husband did not say to witnesses: Come and testify for me that my wife committed adultery, but they testify for him of their own accord and are subsequently discovered to be liars, the husband is not flogged and does not give the one hundred sela, as he did not harm her. She and her conspiring witnesses are brought early to the place of stoning.

[113] The Gemara asks: Does it enter your mind to say that she and her conspiring witnesses are stoned? If she is liable to be stoned, they are not conspiring witnesses, and conversely, if they are conspiring witnesses, they are stoned and she is exempt. Rather, this must mean: Either she or her conspiring witnesses are brought early to the place of stoning. If they were telling the truth, she is stoned. If they conspired and offered false testimony, they are liable to be stoned.

[114] The Gemara infers from the baraita that the reason the husband is not flogged or fined is that the husband did not tell them to testify, but if he told them to testify, although he did not hire them but merely persuaded them to testify that his wife had committed adultery as a betrothed woman, he is flogged and must pay the fine. This serves to exclude the opinion of Rabbi Yehuda, as it is taught in a baraita that Rabbi Yehuda says: The husband is liable to the punishments of a defamer only if he hired witnesses.

[115] The Gemara asks: What is the reason of Rabbi Yehuda? Nowhere does the Torah explicitly state that the husband hired false witnesses. The Gemara answers that Rabbi Abbahu said: It is derived by a verbal analogy between the term placing, written with regard to a defamer, and the term placing, written with regard to the prohibition against charging interest. It is written here, with regard to a defamer: “And he place wanton charges against her” (Deuteronomy 22:14), and it is written there: “Neither shall you place upon him interest” (Exodus 22:24). Just as below, with regard to interest, the verse is referring to money, so too here, in the case of a defamer, it is referring to money, thereby indicating that the husband paid money in order to substantiate his false accusation.

[116] Rav Naḥman bar Yitzḥak said: Rav Yosef Tzidoni likewise taught in the school of Rabbi Shimon ben Yoḥai: It is derived from the verbal analogy between the term placing, written with regard to a defamer, and the term placing, written with regard to the prohibition against charging interest.

[117] Rabbi Yirmeya raised a dilemma: According to the opinion of Rabbi Yehuda, if the husband hired the false witnesses with land instead of money, what is the halakha? If he hired them with less than the value of a peruta, what is the halakha? If he hired both witnesses with a peruta, what is the halakha? Since this halakha is derived from the case of interest, perhaps, like the prohibition against charging interest, it applies only with regard to money, rather than land, and only with money that is greater than the value of a peruta.

[118] Similarly, Rav Ashi raised a dilemma concerning a defamer: If he defamed his wife with regard to their first marriage, what is the halakha? In other words, if a man married a woman, divorced her,

remarried her, and subsequently defamed her by claiming that she had committed adultery during the period of betrothal before their first marriage, what is the halakha? Similarly, if he performed levirate marriage and then defamed her with regard to his brother's marriage to her, what is the halakha?

[119] The Gemara comments: Resolve at least one of these dilemmas, as Rabbi Yona taught that the verse "And the father of the young woman shall say to the Elders: I gave my daughter to this man" (Deuteronomy 22:16) serves to emphasize: I gave her to this man and not to the yavam, i.e., the brother of the original husband. Consequently, if one defames his yevama with regard to her original marriage to his brother, the unique halakhot of defamation do not apply.

[120] § In the course of the previous discussion, the Gemara mentioned a dispute between the Rabbis and Rabbi Eliezer ben Ya'akov. The Gemara asks: What is the opinion of the Rabbis and what is the opinion of Rabbi Eliezer ben Ya'akov, referred to above (45b)? As it is taught in a baraita: How does the case of defamation proceed? It involves a situation where the husband came to the court and said to the father: So-and-so, I have not found indications of your daughter's virginity. If there are witnesses who testify that she committed adultery under his authority, i.e., while betrothed to him, she has a marriage contract of one hundred dinars.

[121] The Gemara interrupts its citation of the baraita, as this last statement is very surprising: If there are witnesses who testify that she committed adultery under his authority, does she have a marriage contract of one hundred dinars? She is punished by stoning. The Gemara explains that this is what the tanna said: If there are witnesses who testify that she committed adultery under his authority, she is liable to receive the punishment of stoning. However, if she engaged in licentious sexual relations at the outset, before her betrothal, when she was still a single woman, she is merely guilty of deceiving her husband with regard to her virginity, and therefore she has a marriage contract of one hundred dinars, which is the standard marriage contract of a non-virgin.

[122] The Gemara resumes its quotation of the baraita: If it was discovered that the bad name is not a bad name, i.e., the husband's accusation was false, he is flogged and gives her father one hundred sela, whether he had intercourse with her or whether he had not had intercourse with her. Rabbi Eliezer ben Ya'akov says: These matters were stated only in a case where he had intercourse with his wife before defaming her. The Gemara asks: Granted, according to the opinion of Rabbi Eliezer ben Ya'akov, this is as it is written: "If a man take a wife and go in unto her" (Deuteronomy 22:13), and: "And when I came near to her, I did not find in her the tokens of virginity" (Deuteronomy 22:14), as both expressions refer to sexual intercourse.

[123] However, according to the opinion of the Rabbis, what is the meaning of the phrases "and go in unto her," and "and when I came near to her," if the couple never engaged in intercourse? The Gemara explains that, according to the Rabbis, "and go in unto her" is referring to the wanton charges the husband leveled against his wife; "and when I came near to her" means that he came near with words, not intercourse.

[124] The Gemara asks: Granted, according to the opinion of Rabbi Eliezer ben Ya'akov, this is as it is written: "I did not find in your daughter the tokens of virginity" (Deuteronomy 22:17), as Rabbi Eliezer ben Ya'akov claims that the husband had relations with her and discovered that she was not a virgin. However, according to the opinion of the Rabbis, what is the meaning of "I did not find in your daughter the tokens of virginity," if they did not have intercourse? The Gemara answers: The

Rabbis explain that he means: I did not find for your daughter the fitness of virginity, i.e., I have discovered that she was unfaithful.

[125] The Gemara asks further: Granted, according to the opinion of Rabbi Eliezer ben Ya’akov, this is as it is written that the father replies: “And these are the tokens of my daughter’s virginity” (Deuteronomy 22:17). He presents a cloth that proves she was a virgin, in opposition to the husband’s claim. However, according to the opinion of the Rabbis, what is the meaning of “And these are the tokens of my daughter’s virginity”? The Rabbis answer that the father means: And these are the proofs of the fitness of my daughter’s virginity, i.e., he either brings witnesses to counter the testimony of the husband’s witnesses or provides some other proof that his daughter was a virgin at the time of her marriage.

[126] The Gemara poses yet another question on the same lines: Granted, according to the opinion of Rabbi Eliezer ben Ya’akov, this is at it is written: “And they shall spread the garment” (Deuteronomy 22:17). The father brings the sheet on which the couple had intercourse and shows that it is stained with blood. However, according to the opinion of the Rabbis, who claim that a husband can defame his wife even if they have not engaged in intercourse, what is the meaning of the phrase “And they shall spread the garment [hasimla]”?

[127] Rabbi Abbahu said that the Rabbis interpret this expression as follows: They shall spread, i.e., examine, that which he placed against her [sam la]. In other words, they cross-examine the witnesses who testified against her, as it is taught in a baraita: “And they shall spread the garment”; this teaches that the witnesses of this husband come forward, and likewise the witnesses of that father come forward, and the court clarifies the matter like a new garment. Rabbi Eliezer ben Ya’akov says: The matters are as they are written, i.e., the verse refers to an actual cloth.

[128] § Rabbi Yitzḥak bar Rav Ya’akov bar Giyyorei sent a message from Eretz Yisrael to Babylonia in the name of Rabbi Yoḥanan: Although we have not found in the entire Torah that any verse distinguishes between sexual intercourse in a typical manner and sexual intercourse in an atypical manner, i.e., anal intercourse, with regard to flogging or any other punishment. However, in the case of the defamer, the Torah does distinguish in this manner, as the husband is obligated to pay the fine only if he had intercourse with his wife, even it was in an atypical manner, and he defames her by claiming that she had previously had intercourse in a typical manner with someone else.

[129] The Gemara asks: In accordance with whose opinion is this ruling of Rabbi Yoḥanan? If it is in accordance with the opinion of the Rabbis, the husband should be liable even if he did not have intercourse with his wife. If it is in accordance with the opinion of Rabbi Eliezer ben Ya’akov,

[130] we require both this, i.e., the act of intercourse between the husband and wife, and that, i.e., the woman’s alleged act of intercourse with another man, to be performed in a typical manner in order for the laws of a defamer to apply, as Rabbi Eliezer ben Ya’akov interprets the verses literally, meaning that the husband had intercourse with her and discovered she was not a virgin. Rather, Rav Kahana sent word in the name of Rabbi Yoḥanan that the statement was as follows: He is obligated to pay the fine only if he had intercourse in a typical manner and defamed her with regard to intercourse performed in a typical manner, in accordance with the opinion of Rabbi Eliezer ben Ya’akov.

[131] MISHNA: A father has authority over his daughter with regard to her betrothal through money, through a marriage document, or through intercourse. Likewise, a father is entitled to items she has found, and to her earnings, and to effect the nullification of her vows, i.e., a father may nullify his

daughter’s vows. And he accepts her bill of divorce on her behalf if she is divorced from betrothal before she becomes a grown woman. And although he inherits her property when she dies, e.g., property she inherited from her mother’s family, he does not consume the produce of her property during her lifetime.

[132] If the daughter married, the husband has more rights and obligations than her father had before the marriage, as he consumes the produce of her property during her lifetime, and he is obligated to provide her sustenance, her redemption if she is captured, and her burial upon her death. Rabbi Yehuda says: Even the poorest man of the Jewish people may not provide fewer than two flutes and a lamenting woman, which it was customary to hire for a funeral, as these too are included in the duties of burial.

[133] GEMARA: The mishna indicates that a father receives the money of his daughter’s betrothal. The Gemara asks: From where do we derive that the father is entitled to the money of her betrothal? Rav Yehuda said that the verse states, with regard to an emancipated Hebrew maidservant: “Then she shall go out for nothing, without money” (Exodus 21:11), from which it is inferred: There is no money for this master, i.e., her master does not receive money when she leaves him, but there is money for a different master, and who is this? Her father, who also had authority over her, like her master. When she leaves her father’s jurisdiction via betrothal, he is entitled to the betrothal money.

[134] The Gemara asks: But one can say that the betrothal money should go to her, as one can derive from the verse that there is no money for this master but there is money for the woman herself when she leaves her father’s domain. The Gemara refutes this suggestion: Now consider, her father accepts her betrothal, i.e., he can accept the money or document of betrothal from the man of his choice, as it is written: “I gave my daughter to this man” (Deuteronomy 22:16). Can one then say that she takes the money when her father accepts the betrothal on her behalf?

[135] The Gemara raises a difficulty: But one can say that this applies only to a minor, who does not have a hand, i.e., she is not legally competent to carry out transactions on her own behalf. However, in the case of a young woman, who does have a hand, she should betroth herself and she should also take her own betrothal money. The Gemara answers that there is a different exposition in this regard, as the verse states: “Being in her youth, in her father’s house” (Numbers 30:17), which teaches that all gains that a daughter accrues in her youth, i.e., when she is a young woman, belong to her father.

[136] The Gemara asks: But consider that which Rav Huna said that Rav said: From where is it derived that the earnings of a daughter belong to her father? It is as it is stated: “And if a man sell his daughter to be a maidservant” (Exodus 21:7); just as with regard to a maidservant, her earnings belong to her master, so too with regard to a daughter, her earnings belong to her father. Why do I need this exposition? Let him derive it from the phrase “being in her youth, in her father’s house.” Rather, that phrase, “being in her youth, in her father’s house,” is written with regard to the nullification of vows, but it is not referring to monetary matters.

[137] And if you would say: Let us derive from here that just as she is under her father’s authority with regard to vows, the same applies to monetary matters, this is not possible, because there is a principle that we do not derive monetary matters from ritual matters, as these are two separate areas of halakha. And if you would say: Let us derive this halakha from the fine paid by the rapist of a young woman, which the Torah explicitly states goes to her father (Deuteronomy 22:29), there is another

principle, that we do not derive monetary matters from fines. Each fine imposed by the Torah is a novel law, from which nothing can be learned with regard to other monetary liabilities.

[138] And if you would say: Let us derive it from the compensation paid by a rapist for his victim's humiliation and degradation, which is also paid to her father, the compensation for humiliation and degradation is different, as her father also has a share in it, because he too is humiliated and harmed by this unfortunate episode, and therefore one cannot learn the halakhot of other monetary matters from here.

[139] Rather, the Gemara returns to the previous exposition of the verse: "Then she shall go out for nothing, without money" (Exodus 21:11). As for the question of why she does not receive the money herself, the Gemara explains that it is reasonable to assume that when the Merciful One excludes a case by means of this verse, He excludes a case where a girl leaves someone's authority in the corresponding situation to the case of the Hebrew maidservant.

[140] The Gemara raises a difficulty: But this leaving of her father's authority is not comparable to that leaving of her master's authority: There, with regard to a master, when he frees her she leaves his authority entirely, whereas in the case of a girl who goes out from the jurisdiction of her father, she still lacks the process of being brought to the wedding canopy. As long as she is not fully married she remains partially under her father's authority, as he is her heir and has rights to her earnings.

[141] The Gemara answers: From the perspective of her father's right to effect the nullification of her vows, at least, she has left his domain via betrothal, as he no longer maintains exclusive rights to nullify her vows. As we learned in a mishna (Nedarim 66b): With regard to a betrothed young woman, her father and her husband nullify her vows together. Since her father cannot nullify her vows on his own, the two types of leaving are indeed comparable.

[142] § The mishna taught that a father is entitled to accept betrothal of his daughter through a marriage document or through intercourse. The Gemara asks: From where do we derive this? The Gemara answers that the verse states: "And she becomes another man's wife" (Deuteronomy 24:2). Since the verse does not specify how she becomes his wife, the different ways of becoming a wife are compared to each other, i.e., they are considered equal. Accordingly, the various methods of betrothal are the same with regard to the authority of the father.

[143] The mishna further taught that a father is entitled to items she has found.

[144] The Gemara explains: The reason is due to enmity, so that he should not bear a grudge against her for finding articles and withholding them from him, which might lead him to become reluctant to provide her with sustenance.

[145] § The mishna further taught that a father is entitled to his daughter's earnings. The Gemara asks: From where do we derive this? The Gemara answers: As Rav Huna said that Rav said: From where is it derived that the earnings of a daughter belong to her father? As it is stated: "And if a man sell his daughter to be a maidservant" (Exodus 21:7), which indicates that just as with regard to a maidservant, her earnings belong to her master, as she was sold for this purpose, so too with regard to a daughter, her earnings go to her father. The Gemara asks: But one can say that this applies only to a minor, as a father can sell her as a maidservant. However, with regard to a young woman, whom he cannot sell, perhaps her earnings should belong to her.

146 The Gemara responds: It is reasonable that her earnings should go to her father, as, if it should enter your mind to say that her earnings do not belong to her father, what about the fact that the Merciful One entitles a father to bring his daughter, when she is a young woman, to the wedding canopy? How can he bring her to the wedding canopy? Doesn't he thereby cause her to neglect her earnings at that time, as she cannot work while getting married? If she has the rights to her own earnings, she can object on these grounds.

147 Rav Aḥai refutes this claim: Say that when he brings her to the wedding canopy, he gives her the wages she neglects by taking a break from her work, and therefore the above objection does not apply. Alternatively, it is referring to a case where he brought her to the wedding canopy at night, when she does not work. Alternatively, it means that he brought her to the wedding canopy on Shabbatot or Festivals, when it is prohibited to work.

148 Rather, the Gemara reverts to the original exposition based upon the case of a Hebrew maidservant, and argues that with regard to a minor, it is not necessary to derive from a verse that her father is entitled to her earnings, for the following reason: Now, if her father has the right to sell her as a maidservant, is it necessary to state that her earnings belong to him? Rather, when the verse was necessary, it was to teach that the earnings of a young woman also belong to her father.

149 § The mishna taught that a father is entitled to effect the nullification of his daughter's vows. The Gemara asks: From where do we derive this? The Gemara answers that it is written: "Being in her youth, in her father's house" (Numbers 30:17), and the Torah proceeds to explain that during this period a father can nullify his daughter's vows.

150 The mishna further taught: And he accepts her bill of divorce on her behalf. The Gemara asks: From where do we derive this? The Gemara answers that it is written: "And she departs out of his house and goes and becomes another man's wife" (Deuteronomy 24:2). This verse juxtaposes departing a marriage and becoming a wife, which teaches that the halakhot of betrothal apply to her departing her husband's home via a bill of divorce. Consequently, just as a father has the right to accept betrothal on his daughter's behalf, he can also receive a bill of divorce on her behalf.

151 § The mishna taught that a father may not consume the produce of his daughter's property during her lifetime. The Sages taught in a baraita: A father may not consume the produce of his daughter's property during his daughter's lifetime. Rabbi Yosei, son of Rabbi Yehuda, says: A father may consume this produce during his daughter's lifetime. The Gemara asks: With regard to what principle do they disagree? The Gemara explains that the first tanna holds: Granted, in the case of a husband, the Sages decreed for him that he should consume her produce, as if this were not so, he would refrain from redeeming her if she were captured. The right of a husband to consume the produce of his wife's property was instituted in order to correspond to his obligation to redeem his wife from captivity.

152 However, in the case of a father, what is there to say? That he will refrain from redeeming her? Even without this right to the produce of her property he will redeem her, as she is his daughter and he will certainly not turn a blind eye to his own flesh and blood. And Rabbi Yosei, son of Rabbi Yehuda, holds: If he is deprived of the right to the produce of his daughter's property, a father will also refrain from redeeming her, as he will reason: A pouch of money is held in her hand for a time of need, so let her go and redeem herself.

153 § The mishna further taught that if the daughter married, the husband has more rights than her father, as he consumes the produce of her property. The Sages taught in a baraita: If the father wrote for her in her marriage contract that he was providing produce, clothing, and vessels that would come with her as a dowry from her father’s house to her husband’s house, and she died during the betrothal period, the husband does not have the right to these objects. They said in the name of Rabbi Natan: The husband does have the right to these objects.

154 The Gemara suggests: Let us say that the dispute of these tanna’im is parallel to the dispute between Rabbi Elazar ben Azarya and the Rabbis. As we learned in a mishna (54b): If a woman was widowed or divorced, whether from marriage or from betrothal, she collects the entire sum specified in her marriage contract, including any extra amount her husband added to the standard sum required by the Sages. Rabbi Elazar ben Azarya says: If she was widowed or divorced from marriage, she collects the entire amount. But if she was widowed or divorced from betrothal, she is entitled to collect only the standard minimum sum required by the Sages: If she was betrothed as a virgin she collects two hundred dinars, and if she was a widow she is entitled to one hundred dinars.

155 The reason is that he wrote that she would be entitled to the additional amount only on the condition that he would marry her, and since he did not marry her, she is not entitled to the extra amount. The Gemara compares the respective opinions: The one who says that the husband does not have the right to her dowry holds in accordance with the opinion of Rabbi Elazar ben Azarya, and therefore he rules that just as a husband guarantees his wife an extra sum in her marriage contract only if they actually get married, the wife’s father also gives the dowry only on the condition that the couple marries. And the one who said that the husband does have the right to her dowry holds in accordance with the opinion of the Rabbis, because the document is fully in effect even before marriage.

156 The Gemara refutes this suggestion: No, everyone agrees that the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya, and the explanation is as follows: The one who said that he does not have the right to the dowry clearly holds in accordance with the opinion of Rabbi Elazar ben Azarya, as stated above; and the one who says the husband does have the right to her dowry would distinguish between the two cases: Rabbi Elazar ben Azarya states that the marriage contract is not fully in effect until marriage only with regard to a bestowal from him to her, i.e., the extra sum that the husband adds to her marriage contract, as he wrote it for her only on the condition that he would marry her, and he did not intend to give her anything before she became his wife.

157 However, with regard to that which is given from her father to him, i.e., the dowry, even Rabbi Elazar ben Azarya concedes that the husband is entitled to this money, as the gift of a father is due to marriage, i.e., he wants the families to be joined in matrimony, and they have already become linked in marriage. The dowry given by the father has nothing to do with the transition from betrothal to actual marriage.

158 § The mishna teaches that a husband is obligated to provide his wife with sustenance, redemption from captivity, and burial. The Sages taught in a baraita: The Rabbis instituted that a husband must provide his wife with her sustenance in exchange for his rights to her earnings, and similarly they decreed that a husband must tend to her burial in exchange for the fact that he inherits the dowry that she brought into the marriage and which is written in her marriage contract. Consequently, the husband may consume the produce of her property.

[159] The Gemara expresses surprise at this last statement: Produce, who mentioned anything about that? The baraita did not previously mention produce at all, so how did it arrive at a halakhic conclusion with regard to produce? The Gemara explains that the baraita is incomplete, and this is what it is teaching: They instituted that a husband must provide his wife with her sustenance in exchange for his rights to her earnings; and it is his duty to provide her with redemption from captivity in exchange for his right to consume the produce of her property; and it is his obligation to attend to her burial in exchange for the fact that he inherits the dowry that she brought into the marriage and which is written in her marriage contract. Consequently, a husband may consume the produce of her property.

[160] Although the Gemara has explained how the tanna came to speak about produce, the wording of the baraita remains problematic. What is the significance of the word consequently in this context?

[161] The Gemara explains: Lest you say that the husband should not consume the produce but leave it so that if he requires funds to redeem his wife he will have them available, as, if he is not compelled to do so he will refrain from redeeming her, as he will be unwilling to spend his own money for that purpose; the tanna therefore teaches us that this arrangement is preferable, because sometimes the produce will not amount to the funds necessary to redeem her from captivity, and he would not redeem her if he was expected to use the funds produced by her property. Consequently, the Sages decreed that he consumes the produce immediately and that he must redeem her from his own funds if she is taken into captivity.

[162] After analyzing the language of the baraita, the Gemara turns its attention to the halakha itself. But I can reverse these connections; why does the baraita say that a husband's obligation to provide his wife with sustenance was instituted in exchange for his right to her earnings, as opposed to another of his rights, e.g., his right to consume the produce of her property?

[163] Abaye said: The Sages instituted a common obligation in exchange for a common right, and they instituted an uncommon obligation in exchange for an uncommon right. In other words, the Sages instituted a husband's obligation to provide his wife with sustenance, which is relevant on a regular basis, in exchange for his right to her earnings, which also applies regularly. The other obligations and rights of a husband are relevant less frequently.

[164] § Rava said: This tanna, in the baraita cited below, maintains that the obligation of a husband to provide his wife's sustenance applies by Torah law, as it is taught with regard to the verse pertaining to a husband's obligations toward his wife: "If he takes another wife for himself, her food [she'era], her clothing [kesuta], and her conjugal rights [onata], he shall not diminish" (Exodus 21:10). "She'era"; this is sustenance, and it likewise states: "Who also eat the flesh [she'er] of my people" (Micah 3:3). "Kesuta" is understood in its literal sense as referring to clothing. "Onata"; this is her conjugal rights, which is stated in the Torah, and so it says: "If you shall afflict [te'aneh] my daughters" (Genesis 31:50), which indicates that a husband may not deprive his wife of her conjugal rights.

[165] The baraita continues: Rabbi Elazar says: "She'era"; this is her conjugal rights, and so it says: "None of you shall approach to any who is near [she'er] of kin to him, to uncover their nakedness" (Leviticus 18:6), which demonstrates that the word she'er is used in the context of sexual relations. "Kesuta" is understood in its literal sense as referring to clothing. "Onata"; this is sustenance, and so

it says: “And He afflicted you [vayanekha], and made you suffer hunger, and fed you with manna” (Deuteronomy 8:3).

166 Rabbi Eliezer ben Ya’akov says that she’era and kesuta should be interpreted as follows: In accordance with her flesh [she’era], i.e., her age, give her clothing [kesuta]. This means that he should not give the garments of a young girl to an elderly woman, nor those of an elderly woman to a young girl. Similarly, kesuta and onata are linked: In accordance with the time of year [onata], give her clothing [kesuta], meaning that he should not give new, heavy clothes in the summer, nor worn-out garments in the rainy season, i.e., the winter, when she requires heavier, warmer clothes. The entire phrase, therefore, refers only to a husband’s obligation to provide clothing for his wife.

167 Rav Yosef taught the following baraita: “She’era,” this is referring to closeness of flesh during intercourse, which teaches that he should not treat her in the manner of Persians, who have conjugal relations in their clothes. The Gemara comments: This baraita supports the opinion of Rav Huna, as Rav Huna said: With regard to one who says: I do not want to have intercourse with my wife unless I am in my clothes and she is in her clothes, he must divorce his wife and give her the payment for her marriage contract. This is in keeping with the opinion of the tanna of the baraita that the Torah mandates the intimacy of flesh during sexual relations.

168 § The mishna teaches that Rabbi Yehuda says: Even the poorest man of the Jewish people may not provide fewer than two flutes and a lamenting woman for his wife’s funeral. The Gemara infers: This proves by inference that the first, anonymous tanna cited in the mishna holds that these are not part of a husband’s obligations. The Gemara asks: What are the circumstances? If this is the common custom in her family at funerals, what is the reason for the opinion of the first tanna who said that he does not have to do so? If he neglected to provide these items he would be treating her with disrespect. And if this is not the common custom in her family, what is the reason for the opinion of Rabbi Yehuda?

169 The Gemara answers: No, it is necessary to state their dispute in a case where it is the common custom for his family according to its social status, but it is not common for her family according to its social status. The first tanna holds: When we say that a woman who marries a man ascends with him, i.e., she must be treated as equal in status to her husband if his social status is higher than hers, and does not descend with him if he is from a lower social status, this applies only when they are alive, but after death the Sages did not enforce this rule.

170 And Rabbi Yehuda maintains: Even after death she must be treated in accordance with his status, which means that if those in his family are mourned with flutes and lamenting women, he must provide the same for her funeral. Rav Ḥisda said that Mar Ukva said: The halakha is in accordance with the opinion of Rabbi Yehuda.

171 Apropos this ruling, the Gemara cites another statement that Rav Ḥisda said that Mar Ukva said: With regard to one who became insane, the court enters his property and feeds and provides a livelihood for his wife, his sons, and his daughters, and it also gives something else, as will be explained. Ravina said to Rav Ashi: In what way is this case different from that which is taught in a baraita: In the case of one who went overseas and his wife claims sustenance, the court descends to his property and feeds and provides a livelihood for his wife, but not for his sons and daughters and does not give something else. If a father is not obligated to sustain his children in his absence, what is different about a situation where he is mad?

[172] Rav Ashi said to Ravina: Is there no difference for you between a man who leaves his responsibilities knowingly and one who leaves them unknowingly? A father who lost his sanity did not do so by his own choice, and therefore it can be assumed that he would want to provide for his children from his possessions, despite the fact that he is not obligated to do so. By contrast, if he went overseas he freely decided to depart, and one would think that he would leave enough for his sons and daughters. If he failed to do so, he has demonstrated that he does not want to provide for them.

[173] The Gemara asks: What is this something else mentioned in the baraita? Rav Ḥisda said: This is a wife's ornaments, to which she is entitled in addition to her sustenance. Rav Yosef said: It is money for charity. The Gemara comments: According to the one who says that the court does not pay for a woman's ornaments from her husband's property if he has gone overseas, all the more so he maintains that the husband's property is not taken for charity. Conversely, the one who says that the court does not give money for charity holds that this applies only to charity, but it does give her ornaments, as it is assumed that it is not satisfactory for him that his wife be demeaned by a lack of jewelry.

[174] Rav Ḥiyya bar Avin said that Rav Huna said: In the case of one who went overseas and his wife died, the court enters his property and buries her in accordance with his dignity. The Gemara asks: Does the court act in accordance with his dignity and not in accordance with her dignity? What if she came from a more dignified family than her husband?

[175] The Gemara answers: Say that Rav Ḥiyya bar Avin meant: Even in accordance with his dignity, i.e., if his family was more distinguished than hers, he must bury her in accordance with the dignity of his family. The Gemara adds: This comes to teach us that she ascends with him to his social status and does not descend with him, and this principle applies even after her death, in accordance with Rabbi Yehuda's opinion in the mishna.

[176] Rav Mattana said: In the case of one who says that if his wife dies, they should not bury her using funds from his property, the court listens to him. The Gemara asks: What is different about the case when he says this command that induces the court to comply with his wishes? It is due to the fact that the property has come before the orphans as an inheritance, while the obligation to bury her is not incumbent upon them but is a duty of the inheritors of her marriage contract. However, even if he did not state the above preference, the property is cast before the orphans and it belongs to them. What does it matter whether or not the husband issued a command to this effect?

[177] Rather, the Gemara amends Rav Mattana's statement: With regard to one who says that if he himself dies, they should not bury him using funds from his property, one does not listen to him, but the court spends his money without resorting to charity. The reason for this is that it is not in his power to enrich his sons by saving them this expense and to cast himself as a burden on the community.

[178] MISHNA: Even after she is betrothed, a daughter is always under her father's authority until she enters

[179] her husband's authority in marriage via the wedding canopy. If the father delivered his daughter to the husband's messengers to bring her to her husband and the wedding canopy, once she has been handed over she is under the husband's authority. However, if the father went with the husband's messengers, or if the father's messengers went with the husband's messengers, she is still under the

father’s authority, as he has not fully delivered her to the husband’s messengers. If her father sent her with his own messengers and the father’s messengers delivered the woman to the husband’s messengers, from that moment onwards she is under her husband’s authority.

180 GEMARA: The mishna taught that a daughter always remains under her father’s authority until she has fully entered her husband’s jurisdiction. The Gemara asks: What is the significance of the term: Always, in the mishna? The Gemara explains: This comes to exclude the opinion stated in the initial version of the mishna. As we learned in a mishna (57a): If the time that the groom designated for the wedding arrived, and the wedding was postponed, and they were not married, the brides are entitled to eat from his food and, if he is a priest, eat teruma, like married women. The mishna here teaches us that the halakha is not in accordance with this earlier ruling cited in that mishna. Rather, they are always under their father’s authority until they actually enter the wedding canopy.

181 § The mishna taught that if the father delivered his daughter to the husband’s messengers, she is under the husband’s authority, unless the father or his messengers accompanied them. Rav said: When her father delivers her she leaves his jurisdiction in all respects, apart from the issue of partaking of teruma. Even if her husband is a priest, if she is not from a family of priests, she may not partake of teruma until she is fully married. And Rav Asi said that once she has been delivered to the husband’s messengers she is under her husband’s authority even with regard to teruma.

182 Rav Huna raised an objection to the opinion of Rav Asi, and some say that it was Ḥiyya, son of Rav, who raised an objection to the opinion of Rav Asi: The mishna states that she is always under her father’s authority until she enters the wedding canopy. According to Rav Asi, however, as soon as her father delivers her to the husband’s messengers she is no longer under her father’s authority. Rav said to them: Didn’t I tell you not to follow, i.e., attempt to refute rulings, on the basis of sources that can be explained in opposing manners? Rav Asi can answer you that the mishna means that her delivery to the husband’s messengers is equivalent to her entrance to the wedding canopy, and the same halakhot apply in both cases.

183 And Shmuel said that once a woman’s father has delivered her to the messengers of her husband, she is under her husband’s authority only with regard to her inheritance, i.e., her husband inherits her property upon her death as though she had already entered the wedding canopy.

184 Reish Lakish said: Her delivery is also effective with regard to her marriage contract. The Gemara asks: What is Reish Lakish referring to when he says that she is under her husband’s authority with regard to her marriage contract? If you say it means that if she dies he inherits all her property, including the dowry specified in her marriage contract, that is the same as the statement of Shmuel, and Reish Lakish has added nothing to his ruling. Ravina said: Reish Lakish is coming to say that if the man dies before marrying her, and she then marries someone else, her marriage contract from the other man is one hundred dinars, as she is considered a widow from marriage rather than a widow from betrothal.

185 Rabbi Yoḥanan and Rabbi Ḥanina both say that a woman’s delivery to the messengers of her husband causes her to be under his authority for all matters, even including partaking of teruma.

186 The Gemara raises an objection from the Tosefta (Ketubot 4:4): If the father went with the husband’s messengers, or if the father’s messengers went with the husband’s messengers, or if she owned a courtyard along the way and she entered with her groom to lodge, not for the purpose of marriage but merely to stay overnight until they arrive at his residence, then even if the dowry

specified in her marriage contract is already in her husband’s house, if she dies, her father inherits from her, as she is not considered to have entered her husband’s domain.

187 Conversely, if the father delivered her to the husband’s messengers, or if the father’s messengers delivered her to the husband’s messengers, or if the groom owned a courtyard along the way and she entered with him for the purpose of marriage, then even if the dowry specified in her marriage contract is still in her father’s house and has not yet been given to her husband, if she dies, her husband inherits from her.

188 The Tosefta concludes: In what case is this statement said? It is stated with regard to the husband’s right to inherit from her. However, with regard to teruma, the halakha is that a woman who marries a priest may not partake of teruma until she actually enters the wedding canopy. This baraita is apparently a refutation of all of them, i.e., all of the opinions cited previously that hold that once the woman is delivered to the husband’s messengers, if the husband is a priest, the woman may partake of teruma. The Gemara concludes: Indeed, this is a conclusive refutation.

189 The Gemara asks: This matter itself is difficult. You said in the Tosefta that if she entered with him to her courtyard to lodge for one night, and she dies, her father inherits her property. The reason is because it specified that they entered only to lodge there, from which it may be inferred that if they entered without specification it is as though she entered for the sake of marriage. Say the latter clause of the Tosefta: If she entered with him to his courtyard for the purpose of marriage, and she dies, her husband inherits her property. This indicates that if she entered without specification, i.e., without saying that they were doing so for marriage, it is considered as though they entered merely to lodge. The inferences from these two clauses of the Tosefta apparently contradict one another.

190 Rav Ashi said: This is an incorrect interpretation, as the tanna taught the halakha of entering one type of courtyard without specification and the halakha of entering a different type of courtyard without specification, as follows: If they entered her courtyard without specification it is assumed that they entered merely to lodge, whereas if they entered his courtyard without specification, it is assumed that they did so for the sake of marriage, unless they expressly stated that they had another purpose in mind.

191 § A Sage taught in a baraita: If the father delivered his daughter to the husband’s messengers and she subsequently committed adultery, she is sentenced to strangulation, in accordance with the halakha of a married woman who committed adultery, rather than stoning, which is the punishment for a betrothed woman who commits adultery. The Gemara asks: From where are these matters derived? Rabbi Ami bar Ḥama said that the verse states, in the context of the command to stone a young woman who commits adultery during betrothal: “To play the whore in her father’s house” (Deuteronomy 22:21), which excludes a case when the father has delivered her to the husband’s messengers, when she is no longer in her father’s house.

192 The Gemara raises a difficulty: But one can say that the verse is excluding a case where she has entered the wedding canopy but she has not yet had intercourse, whereas if her father has merely delivered her to the husband’s messengers she is still considered to have sinned in his house and is punishable by stoning like any other betrothed woman.

193 In answer to this question, Rava said: The verse cannot be excluding that case, as Ami said to me that the case where she already entered the wedding canopy is not derived by inference from that verse; it is explicitly written in the following verse: “If there is a young woman who is a virgin

betrothed to a man” (Deuteronomy 22:23). The terminology of the verse indicates that it applies to a “young woman” and not to a grown woman; to a “virgin” and not to a non-virgin; and to a “betrothed” woman and not to a married woman.

194 The Gemara analyzes this statement: What is the meaning of the term: A married woman, in this context? If we say that she is actually married and has already engaged in intercourse with her husband, this ruling is the same as the previous one, that she must be a virgin and not a non-virgin. Rather, is it not the case that it is referring to a woman who has entered the wedding canopy but has not had intercourse, and yet if she committed adultery at this stage she is sentenced to strangulation, like one who had engaged in relations with her husband? Consequently, the other verse, cited by Rabbi Ami bar Ḥama, cannot be referring to this case.

195 The Gemara asks another question: But say that in a case where she returns to her father’s house, she returns to the previous matter, i.e., her former status, as though she had never left her father’s authority. Rava said: That question has already been resolved by the tanna of the school of Rabbi Yishmael.

196 This is as the tanna of the school of Rabbi Yishmael taught: “But the vow of a widow or of a divorcée, everything with which she has bound her soul shall stand against her” (Numbers 30:10). What is the meaning when the verse states this? Is it not already known that if she is widowed or divorced she has already been removed from the category of one under the authority of her father and she has likewise been removed from the category of one under the authority of her husband? Who, then, could possibly nullify her vows?

197 Rather, this is referring to a case where the father delivered his daughter to the husband’s messengers or where the father’s messengers delivered her to the husband’s messengers, and she was widowed or divorced on her way to the wedding canopy. How do I consider her? Is she a member of her father’s house, or a member of her husband’s house? Her status is entirely unclear. Rather, this verse comes to tell you: Since she has left her father’s domain for a short time her father is no longer able to nullify her vows, as she is considered a widow or a divorcée in all regards. The same applies to the issue at hand: She retains the status of a married woman even if she returns to her father’s house.

198 Rav Pappa said: We, too, learn this principle in a mishna (Sanhedrin 66b): One who has intercourse with a young woman betrothed to another is liable to stoning only if she is a virgin, a young woman, betrothed, and she is in her father’s house. The Gemara analyzes this mishna: Granted, the term young woman indicates that this punishment does not apply if she is a grown woman; similarly, this punishment applies only if she is a virgin, but not if she is a non-virgin, and only if she is betrothed, but not if she is a married woman. However, when the mishna states that she is in her father’s house, what does that phrase come to exclude? Does it not serve to exclude a case when the father delivered her to the husband’s messengers, indicating that in such a case the punishment of stoning no longer applies?

199 Rav Naḥman bar Yitzḥak said: We, too, learn this principle in another mishna (Sanhedrin 89a): With regard to one who has intercourse with a married woman, once she has entered her husband’s authority for marriage, even though she has not had intercourse with him, one who has intercourse with her is punished by strangulation, which is the punishment for adultery with a married woman. It is clear that this halakha applies if she merely entered the husband’s authority for the purpose of

marriage, even if they have not yet entered the wedding canopy. The Gemara concludes: Indeed, learn from here that this is so.

200 MISHNA: A father is not obligated to provide his daughter’s sustenance. This exposition was expounded by Rabbi Elazar ben Azarya before the Sages in the vineyard of Yavne: Since the Sages instituted that after the father’s death, the sons inherit the sum of money specified in their mother’s marriage contract, and the daughters are sustained from their father’s estate, these the two halakhot are equated: Just as the sons inherit only after the father’s death, not during his lifetime, so too, the daughters are sustained from his property only after their father’s death.

201 GEMARA: With regard to the mishna’s statement that a father is not obligated to provide his daughter’s sustenance, the Gemara infers: It is with regard to providing his daughter’s sustenance that he is not obligated, but with regard to providing his son’s sustenance, he is obligated. Furthermore, with regard to his daughter, too, there is no obligation, and therefore the court cannot compel him to provide sustenance for his daughter, but there is a mitzva, i.e., it is proper, for him to do so. With this interpretation in mind, whose opinion is expressed in the mishna? It is not Rabbi Meir, nor Rabbi Yehuda, nor Rabbi Yoḥanan ben Beroka.

202 As it is taught in a baraita, it is a mitzva to sustain daughters, and the same applies by an a fortiori inference to sons, who are engaged in the study of Torah. This is the statement of Rabbi Meir. Rabbi Yehuda says: It is a mitzva to sustain sons, and the same applies by an a fortiori inference with regard to daughters, due to the dishonor they will suffer if they are forced to go around begging. Rabbi Yoḥanan ben Beroka says: It is an obligation to sustain the daughters after their father’s death; however, during their father’s lifetime both these and those, sons and daughters alike, are not sustained.

203 The Gemara restates its question: Whose opinion is expressed in the mishna? If you say it is Rabbi Meir, didn’t he say that providing sustenance even to one’s sons is merely a mitzva, not an obligation? If the mishna expresses the opinion of Rabbi Yehuda, didn’t he say that providing sustenance to one’s sons is also a mitzva, not an obligation? If it is Rabbi Yoḥanan ben Beroka, according to his opinion there is not even a mitzva to provide sustenance for one’s daughters. Consequently, none of opinions of the tanna’im of the baraita fits the ruling of the mishna.

204 The Gemara answers that the mishna can be explained in several different ways. If you wish, say that the mishna is in accordance with the opinion of Rabbi Meir; if you wish, say that it follows the opinion of Rabbi Yehuda; and if you wish, say it is the opinion of Rabbi Yoḥanan ben Beroka.

205 The Gemara explains in detail: If you wish, say it is Rabbi Meir, and this is what he said in the mishna: A father is not obligated to provide his daughter’s sustenance, and the same is true with regard to providing sustenance for his son. This indicates that there is a mitzva, though not an obligation, to provide for his daughter, and by an a fortiori inference it is a mitzva with regard to the sons. And the reason that the mishna teaches only the case of his daughter, and omitted any mention of sons, is not because a father is obligated to feed his sons. Instead, it teaches us this:

206 That even with regard to his daughter, there is no obligation to provide her sustenance, however, there is a mitzva to do so.

207 And if you wish, say that the mishna is in accordance with the opinion of Rabbi Yehuda, and this what he said in the mishna: A father is not obligated to provide sustenance for his daughter, and all

the more so he is not duty-bound to provide for his son. It may be inferred from here that there is at least a mitzva with regard to a son, and the same applies by a fortiori inference with regard to the daughters. And the reason that the mishna teaches the case of his daughter is because it teaches us this: That even with regard to his daughter there is no obligation, despite the mitzva to guard her from dishonor.

[208] And if you wish, say that the mishna is in accordance with the opinion of Rabbi Yoḥanan ben Beroka, and this is what he said in the mishna: A father is not obligated to provide sustenance for his daughter, and the same is true with regard to providing for his son. And the same is true with regard to a mitzva; there is not even a mitzva to feed either one's sons or daughters, but since the tanna wanted to say with regard to daughters that after their father's death there is an obligation to sustain them from his estate, he also taught in a parallel manner that the father is not obligated to provide sustenance for his daughters during his lifetime. Consequently, it is incorrect to infer from here that there is a mitzva to sustain them despite the lack of obligation; rather, the tanna means that there is no obligation and not even a mitzva to do so.

[209] § Rabbi Ile'a said that Reish Lakish said in the name of Rabbi Yehuda bar Ḥanina: In Usha the Sages instituted that a man should sustain his sons and daughters when they are minors. A dilemma was raised before the Sages: Is the halakha in accordance with his opinion or is the halakha not in accordance with his opinion? Must a man feed his young children in practice or not? The Gemara answers: Come and hear: When they would come before Rav Yehuda to complain about a father who refused to sustain his children, he would say to them: The jackal [yarod] bears offspring and casts the obligation to feed them on the residents of the town? Even a jackal feeds its young, and it is certainly proper for a father to support his children.

[210] When they would come before Rav Ḥisda to register a similar complaint, he would say to them: Turn over a mortar for him in public, as a raised platform, and let that father stand up and say about himself: The raven wants to care for its sons, and yet this man does not want to support his sons. The Gemara questions this statement: And does the raven want to feed its sons? But isn't it written: "He gives to the beast its food, to the young ravens that cry" (Psalms 147:9)? This verse indicates that the parents of young ravens do not feed them. The Gemara responds: This is not difficult, as in this case it is referring to white ones, and in that case it is referring to black ones. There are different types of ravens, some of which feed their young while others do not.

[211] The Gemara further relates: When an incident of this kind would come before Rava, he would say to the father: Is it satisfactory to you that your sons are sustained through charity? All these incidents prove that the halakha is not in accordance with the enactment of Usha; although these Sages stated forcefully that it is proper for a father to support his children, they did not force him to do so by the authority of the court.

[212] The Gemara adds: And we said this halakha only when he is not wealthy and must toil hard to provide food for his children, but if he is wealthy we coerce him against his will to sustain them. Like this case of Rava, who coerced Rav Natan bar Ami, who was a wealthy man, to donate to charity, and collected from him four hundred dinars for charity. This shows that even in the absence of a particular obligation, the court will compel a person to give charity if he can afford it. The same reasoning certainly applies to a man's own children.

213 § Rabbi Ile’a said that Reish Lakish said: In Usha the Sages instituted that in a case of one who writes a document stating that he is giving all his property as a gift to his sons in his lifetime, he and his wife are sustained from the property until their deaths.

214 Rabbi Zeira objects to this, and some say this objection was raised by Rabbi Shmuel bar Naḥmani: What is the significance of this ruling? After all, the Sages said a greater novelty than that: A man’s widow is sustained from his property even if his estate was inherited by his daughter and therefore belongs to her husband. Although the property is comparable to property from the estate that was sold to a third party, from which a widow is not entitled to claim her sustenance, in this case the Sages decreed that she can claim her livelihood from her late husband’s estate to prevent her from losing out entirely. With this in mind, is it necessary to state that he and his wife, during his lifetime, receive their sustenance from property he gave as a gift to his sons?

215 The Gemara provides the background for this ruling: As Ravin sent in his letter to Babylonia: With regard to one who died and left a widow and a daughter, his widow is sustained from his property, as this is a stipulation of the marriage contract. If the daughter, who is her father’s heir, married, the estate is considered usufruct property whose produce belongs to her husband, but even so his widow is sustained from his property.

216 If the daughter died and her husband inherited from her, Rabbi Yehuda, son of the sister of Rabbi Yosei bar Ḥanina, said: I was involved in an incident of this kind when this very question came before the Sages for a ruling, and they said: Even in this case, his widow is sustained from his property. The Gemara reiterates: With all that said, is it necessary to state that he and his wife are entitled to receive their sustenance from property he gave his son?

217 The Gemara responds: The ordinance is necessary lest you say that it is in that case there, with regard to a widow, that they instituted this halakha, as there is no one to toil on her behalf, since she is by herself, but here, where the husband is alive, he can toil for himself and for her, i.e., his wife. The ordinance of Usha therefore teaches us that the court does not force him to do so, and they may claim their sustenance from his former property.

218 A dilemma was raised before the scholars: Is the halakha in accordance with the opinion of Rabbi Ile’a, or is the halakha not in accordance with his opinion? The Gemara answers: Come and hear, as Rabbi Ḥanina and Rabbi Yonatan were standing together, and a certain man approached, bent over, and kissed Rabbi Yonatan on his foot. Rabbi Ḥanina said to Rabbi Yonatan: What is this? Why does he owe you such a mark of gratitude? He said to him: He wrote a document stating that he was giving his property to his sons,

219 and I forced them to feed him, for which he is grateful. The Gemara interprets this incident in light of the issue at hand: Granted, if you say that this was not according to the halakha, i.e., the man’s sons had the right to refrain from sustaining him, due to that reason Rabbi Yonatan had to force them to feed their father; but if you say this is the halakha, i.e., the man’s sons were required to sustain him, why did he need to force them to provide the sustenance of their own accord? The court could have simply requisitioned the necessary amount from the property. This shows that the halakha is not in accordance with the opinion of Rabbi Ile’a.

220 § Apropos the ordinances instituted by the Sages in Usha, the Gemara cites another one. Rabbi Ile’a said: In Usha the Sages instituted that one who dispenses his money to charity should not dispense more than one-fifth. That opinion is also taught in a baraita: One who scatters should not

scatter more than one-fifth, lest he render himself destitute and need the help of other people. And an incident occurred involving a certain individual who sought to dispense more than one-fifth of his property as charity, and his friend did not let him act upon his wishes. And who was this friend? Rabbi Yeshevav. And some say that Rabbi Yeshevav was the one who wanted to give too much charity, and his friend did not let him do so, and who was the friend? Rabbi Akiva.

221 Rav Naḥman said, and some say it was Rav Aḥa bar Ya'akov who said: What is the verse that alludes to this maximum amount of charity? "And of all that You shall give me, I will surely give a tenth of it [aser a'asrenu] to You" (Genesis 28:22). The double use of the verb that means to donate one-tenth indicates that Jacob, who issued this statement, was actually referring to two-tenths, i.e., one-fifth.

222 The Gemara asks: But the latter tenth is not similar to the first tenth, as it would be one-tenth of what remained after the first tenth had been removed. Consequently, the two-tenths would not equal one-fifth of the original total. The Gemara answers that Rav Ashi said: Since the verse could have said: I will surely give one-tenth [aser a'aser], and instead stated: "I will surely give a tenth of it [aser a'asrenu]," it thereby alludes to the fact that the latter tenth is like the first one.

223 With regard to the above statements concerning the Sages' ordinances in Usha, Rav Shimi bar Ashi said: And these halakhot continually decrease. The first statement was stated by Rabbi Ile'a, quoting a statement by Reish Lakish in the name of Rabbi Yosei bar Ḥanina. The second halakha was delivered by Rabbi Ile'a in the name of Reish Lakish, while the third was taught by Rabbi Ile'a without quoting another Sage. And this is your mnemonic for the order of these halakhot: Minors wrote and dispensed. This alludes to the ruling requiring a father to support his children while they are minors, the ruling about one who wrote a document granting all of his property to his sons, and the ruling about one who dispenses large sums to charity.

224 § Rav Yitzḥak said: In Usha the Sages enacted that a person should treat his son gently, even if he does not want to study, until his son is twelve years old. From this point forward he harasses him in all aspects of his life in order to force him to study. The Gemara asks: Is that so? But didn't Rav say to Rav Shmuel bar Sheilat, who taught children: With regard to a child less than six years old, do not accept him; if he is six years old, accept him and stuff him like an ox, i.e., just as an ox is force-fed, you should force the students to study Torah.

225 The Gemara answers: There is no contradiction here, as yes, one must stuff him like an ox and teach him intensively; however, if the student refuses to learn, one does not harass him in all aspects of his life until after he is twelve years old. And if you wish, say that this is not difficult for a different reason: This halakha, which prescribes forcing the students to study from the age of six, is referring to the Bible, whereas that halakha, that one should not harass a boy to study until he is twelve, is referring to the Mishna.

226 This is as Abaye said: My foster mother told me that a six-year-old is ready for Bible study and a ten-year-old is mature enough to study Mishna. Additionally, a thirteen-year-old is sufficiently developed to fast for twenty-four hours like any other adult. And as for a girl, she must start observing fasts when she is twelve years old.

227 The Gemara cites another statement of Abaye in the name of his foster mother. Abaye said: My mother told me that a six-year-old child who is stung by a scorpion on the day that he completes six years will not live without emergency treatment. What is his cure? The bile of a white vulture in beer.

One should rub him with this mixture and make him drink it. She further said to him: A one-year-old child who is stung by a hornet on the day that he completes a year will not live without emergency treatment. What is his cure? Palm-tree fiber in water. Again, one should rub him with it and make him drink it.

228 Rav Ketina said: Anyone who brings his son to school when he is younger than six years old will run after him and not catch him. In other words, he will worry about his welfare for a long time afterward, as the child will be weakened by his studies. There are those who say that his friends will run after him in their studies and not catch him, i.e., his early start will enable him to be far more successful. The Gemara comments: And both are correct; he will weaken physically and learn well. If you wish, say that these two statements can be reconciled differently: This case is dealing with a weak child, who should not be brought to school at such a young age, whereas that statement is referring to a healthy boy, who can go to school at a tender age and succeed in his studies.

229 § Rabbi Yosei bar Ḥanina said: In Usha the Sages instituted that in the case of a woman who sold her usufruct property, which is property that belongs to her but whose produce belongs to her husband, in her husband's lifetime, and then she died, the husband can repossess it from the purchasers. The Gemara relates: Rav Yitzḥak bar Yosef found Rabbi Abbahu standing among the congregation [ukhlusa] of Usha. He said to him: Who is the Master who disseminated the halakha that was instituted in Usha? He said to him: Rabbi Yosei bar Ḥanina. He learned it from Rabbi Abbahu forty times, and from that point onward he remembered it so well that it seemed to him as though it were placed in his pocket.

230 The Gemara discusses a point related to one of the ordinances of Usha. The verse states: "Happy are they who keep justice, who perform charity at all times" (Psalms 106:3). But is it possible to perform charity at all times? Is one always in the presence of paupers? Therefore, our Rabbis in Yavne taught, and some say it was Rabbi Eliezer: This is referring to one who sustains his sons and daughters when they are minors. As stated above, he is not formally obligated to support them, and therefore when he does so, it is a form of charity that he gives on a constant basis. Rabbi Shmuel bar Naḥmani said: This is referring to one who raises an orphan boy or an orphan girl in his house, takes care of them, and marries them off.

231 The Sages likewise expounded the verse: "Wealth and riches are in his house, and his charity endures forever" (Psalms 112:3). How can one's wealth and riches remain in his house while his charity endures forever? Rav Huna and Rav Ḥisda disputed this issue. One said: This is referring to one who studies Torah and teaches it. He loses nothing of his own, while his charity toward others will endure. And one said: This is one who writes scrolls of the Torah, the Prophets, and the Writings, and lends them to others. The books remain in his possession, but others gain from his charity.

232 With regard to the verse: "And see your son's sons; peace be upon Israel" (Psalms 128:6), Rabbi Yehoshua ben Levi said: Once your children have children of their own, there is peace upon Israel, as they will not come to require the ritual through which the yavam frees the yevama of her levirate bonds [ḥalitza] or levirate marriage, which are necessary only if a man dies childless. Rabbi Shmuel bar Naḥmani said: Once your sons have sons there will be peace upon the judges of Israel, as relatives will not come to quarrel with the judges over the inheritance.

[233] § The Gemara returns to the mishna: This exposition was expounded by Rabbi Elazar ben Azarya before the Sages in the vineyard of Yavne: Just as the sons inherit only after the father's death, so too, the daughters are sustained from his property only after their father's death.

[234] The Gemara relates: Rav Yosef sat before Rav Hamnuna in the study hall, and Rav Hamnuna sat and said the following halakha: Just as sons inherit only from land, so too, daughters are sustained only from land. When Rav Hamnuna taught this halakha, everyone clamored [avash] against him, i.e., all his listeners whispered their surprise to one another: Is it only one who leaves behind land whose sons inherit from him, whereas in the case of one who does not leave land, his sons do not inherit from him? Rav Hamnuna's statement indicates that sons inherit only land and nothing else.

[235] Rav Yosef said to Rav Hamnuna: Perhaps the Master was speaking of the marriage document ensuring the inheritance rights of a woman's male children, i.e., her sons' right to inherit the sum stipulated in her marriage contract in addition to their share of the father's estate alongside any other brothers. Rav Hamnuna said to him: The Master, who is a great man, knows what I said, i.e., that was indeed my intention, while the others failed to understand me properly.

[236] Rabbi Ḥiyya bar Yosef said: Rav would sustain orphan girls with wheat according to the aliyya if their fathers did not leave land for them. A dilemma was raised before the scholars: Was this sustenance that Rav provided in the form of livelihood, i.e., a dowry so that they could marry, and what is the meaning of the term aliyya? It means: In keeping with the status [illuyya] of the father, and this is in accordance with the opinion of Shmuel. As Shmuel said: With regard to the daughters' livelihood, i.e., their dowry, the court assesses the amount they receive from their father's estate after his death in accordance with the temperament and social and financial status of the father.

[237] Or perhaps it was actual sustenance, i.e., provisions so that they would have food, and what is the meaning of the term aliyya? It indicates that this halakha is one of the good statements said in the upper chamber [aliyya], as Rav Yitzḥak bar Yosef said: When the Sages sat in the upper chamber to rule on certain halakhot, which they could not do in the study hall at that time due to persecution by gentiles, they instituted that daughters should be sustained from movable property in addition to land.

[238] The Gemara suggests: Come and hear a resolution to this dilemma: In the possession of Rabbi Banai, the brother of Rabbi Ḥiyya bar Abba, there was movable property belonging to orphans, deposited with him by their father. The orphan daughters came before Shmuel, who said to Rabbi Banai: Go and sustain the daughters from the property.

[239] What, is it not correct to say that this means he should provide them with sustenance, and this would indicate that Shmuel holds in accordance with the opinion of Rav Yitzḥak bar Yosef, that the Sages instituted an ordinance in the upper chamber that daughters are entitled to their sustenance even from movable property? The Gemara refutes this claim: No, there it is stated in reference to their livelihood, and Shmuel conforms to his standard line of reasoning, as Shmuel said: With regard to livelihood, i.e., the dowry granted to daughters from their father's estate, the court assesses the amount they receive in accordance with the status of the father.

[240] The Gemara relates: There was an incident of this kind that came before the court in Neharde'a, and the judges of Neharde'a ruled that the daughters must be supported from the movable property that their father had left. Likewise, a case occurred in Pumbedita, and Rav Ḥana bar Bizna collected the sum from movable property. Rav Naḥman said to the judges: Go reverse your decisions, and if

not, I will collect your houses [appadnaikhu] from you in order to compensate those you ruled against.

241 The Gemara further relates: Rabbi Ami and Rabbi Asi thought to issue a ruling requiring a man’s heirs to sustain his daughters from the man’s movable property. Rabbi Ya’akov bar Idi said to them: This is a matter about which Rabbi Yoḥanan and Reish Lakish did not take action, i.e., they did not issue a ruling to this effect; will you take action in this regard? If those great Sages were not sure enough of the halakha to issue a practical ruling, how can you do so?

242 The Gemara relates that Rabbi Elazar thought to issue a ruling requiring a man’s heirs to sustain his daughters from his movable property. Rabbi Shimon ben Elyakim said before him: My teacher, I know about you that you are not acting according to the letter of the law, but rather out of pity for these daughters, who have no other source of support. However, you should still not do this, lest the students observe and mistakenly establish the halakha accordingly for future generations.

243 A certain person came before Rav Yosef to inquire about this matter. Rav Yosef said to the sons of the deceased man: Give the daughter her sustenance from the dates that are laid out to dry on the mats [budya]. These fruits are certainly movable property. Abaye said to Rav Yosef: If it was a creditor who came to collect a debt, would the Master give him the right to collect it in this manner? Even a creditor, who may collect his claim by repossessing property that the debtor has sold, cannot take movable property from the possession of orphans. A daughter, who cannot collect her sustenance from property that her father sold, should certainly not have the right to collect her sustenance from movable property that belongs to the male orphans.

244 Rav Yosef said to Abaye: I did not mean actual dates lying on mats; rather, I spoke of ripe dates ready for plucking, which are fit for mats. Since they are still attached to the ground, they are not considered movable property.

245 Abaye asked him: Ultimately, anything that is about to be sheared is considered sheared, and therefore these dates should already be classified as movable property, from which her sustenance cannot be collected. Rav Yosef replied: I spoke of a case when the fruit is nearly fully ripe, but is still in need of the palm tree. Since they are attached to the ground, they may be used for the daughter’s sustenance.

246 The Gemara relates: There were a certain minor orphan boy and orphan girl who came before Rava. Rava said to the trustees of the father’s estate: Increase the amount you give to the orphan boy, so that there should be enough for the orphan girl as well. The Sages said to Rava: But it was the Master who said that one may collect from land but not from movable property, whether for sustenance, whether for the marriage contract, or whether for the daughters’ livelihood. In this case only movable property was available.

247 Rava said to them: If this orphan wanted a maidservant to serve him, would we not give him one? The court would use his father’s property to fund this acquisition. All the more so here, where there are two factors, as she is his sister and she will serve him as well. It is therefore appropriate to act in this manner, which is to the benefit of both the boy and the girl.

248 § The Sages taught: With regard to both property that has a guarantee, i.e., real estate, and property that does not have a guarantee, i.e., movable objects, the court removes them from the orphan heirs for the sustenance of the wife and for the daughters. This is the statement of Rabbi

Yehuda HaNasi. Rabbi Shimon ben Elazar says: With regard to property that has a guarantee, the court removes it from the possession of the sons, who are the heirs, for the sake of the sustenance of the daughters. If the deceased had only daughters, and the adult daughters have taken possession of the estate, the court takes some of the property from the adult daughters in order to give an equal share to the young daughters. And likewise, one takes some of the property from the adult sons in order to give an equal share to the younger sons.

249 And in a case where the estate has a large amount of property, so that there is more than enough to provide sustenance for the daughters, the court takes from the daughters the property that is not needed to provide for their sustenance and gives it to the sons, who are the true heirs. However, in a case where the estate has a small amount of property, one does not take it from the daughters in order to give it to the sons.

250 By contrast, with regard to property that does not have a guarantee, i.e., movable property, the court removes some of it from the possession of the adult sons, if they have taken it, in order to give a fair share to the young sons, and similarly, some property is taken from the adult daughters in order to give a fair share to the young daughters. And if there are both sons and daughters and the daughters have seized the movable property, it is taken from the daughters, who are not entitled to sustenance from movable property, and given to the sons, who are the heirs. However, they do not take any property from the sons in order to give it to the daughters.

251 The Gemara comments: Even though we maintain in general that the halakha is in accordance with the opinion of Rabbi Yehuda HaNasi in disputes with his colleague, and therefore the halakha should follow his ruling rather than that of Rabbi Shimon ben Elazar, here the halakha is in accordance with the opinion of Rabbi Shimon ben Elazar. As Rava said: The halakha is that a woman can collect her claim from land but not from movable property, whether for the marriage contract, for sustenance, or for her livelihood.

252 MISHNA: If a husband did not write a marriage contract for his wife, a virgin collects two hundred dinars and a widow one hundred dinars upon divorce or the husband’s death, because it is a stipulation of the court that a wife is entitled to these amounts. If he wrote in her marriage contract that she is entitled to a field worth one hundred dinars instead of the two hundred dinars to which she is actually entitled, and he did not additionally write for her: All property I have shall serve as a guarantee for the payment of your marriage contract, he is nevertheless obligated to pay the full two hundred dinars; and he cannot say that she should take only a mortgaged field for payment of her marriage contract, as it is a stipulation of the court that all his property is held as surety for the entire sum.

253 Similarly, if he did not write for her in the marriage contract: If you are taken captive I will redeem you and restore you to me as a wife, and in the case of a priestess, i.e., the wife of a priest, who is prohibited to return to her husband if she has intercourse with another man even if she is raped, if he did not write: I will return you to your native province, he is nevertheless obligated to do so, as it is a stipulation of the court.

254 If a woman was taken captive, her husband is obligated to redeem her. And if he said: I hereby give my wife her bill of divorce and the payment of her marriage contract, and let her redeem herself, he is not permitted to do so, as he already obligated himself to redeem her when he wrote the marriage contract. If his wife was struck with illness, he is obligated to heal her, i.e., to pay for her

medical expenses. In this case, however, if he said: I hereby give my wife her bill of divorce and the payment of her marriage contract, and let her heal herself, he is permitted to do so.

255 GEMARA: The Gemara asks: Who is the author of the mishna? It is Rabbi Meir, who said: Anyone who decreases the sum guaranteed to a virgin in her marriage contract to less than two hundred dinars, or the sum guaranteed to a widow to less than one hundred dinars, and proceeds to live with his wife, this is licentious sexual intercourse. These sums are fixed by the Sages, and a husband is not permitted to pledge less than the established sum.

256 For if you say the mishna is in accordance with the opinion of Rabbi Yehuda, didn't he say that if the husband wants, he may write a document as a marriage contract for a virgin in which he pledges two hundred dinars, and she may immediately write: I have received from you one hundred dinars, thereby waiving her rights to half the sum, so that in practice she gets only one hundred dinars? And similarly, he may pledge one hundred dinars in the marriage contract of a widow, and she may write: I have received from you fifty dinars. This is not in accordance with the mishna, which indicates that he cannot give her less than the minimum amount even with her consent.

257 The Gemara raises a difficulty: But now say the latter clause of the mishna: If he wrote in her marriage contract that she is entitled to a field worth one hundred dinars instead of the two hundred dinars to which she is actually entitled, and he did not additionally write for her: All property I have shall serve as a guarantee for the payment of your marriage contract, he is nevertheless obligated to pay the full two hundred dinars, as it is a stipulation of the court that all his property is held as surety for the entire sum. In this clause, we come to the opinion of Rabbi Yehuda, who said that omission of the guarantee from a document is presumed to be a scribal error, unless the document explicitly states that the property of the individual who wrote the document is not liened to guarantee the transaction.

258 For if this is the opinion of Rabbi Meir, didn't he say that omission of the guarantee from a document is not a scribal error, i.e., a lien can be placed on the property to guarantee the transaction only if the document explicitly states this to be the case. The Gemara cites the source of this dispute. As we learned in a mishna (Bava Metzia 12b): With regard to one who found promissory notes, if

259 they include a property guarantee he may not return them to the lender, as he does not know who lost them. It is possible that the debt has already been paid and the documents were returned to the borrower, and he lost them. He may not give them back to the lender even if the borrower admits that he still owes the money, as the court collects the debt from purchasers of the borrower's property. There is a concern that the borrower has repaid the loan and he is saying that he did not yet repay it because he has conspired with the lender to convince the court to confiscate liened property that the borrower sold, and the lender and borrower will divide the proceeds.

260 If, however, the documents were of the kind that do not include a property guarantee he returns them, as in this case the court does not collect from purchasers of the borrower's property. This is the statement of Rabbi Meir. And the Rabbis say: In both this case and that one, he may not return the promissory notes, as the court collects from purchasers of the borrower's property regardless, as it is assumed that the omission of the property guarantee from a document is merely a scribal error.

261 If so, the first clause of the mishna here is in accordance with the opinion of Rabbi Meir, and the latter clause is in accordance with the opinion of Rabbi Yehuda. And if you would say that the entire mishna is in accordance with the opinion of Rabbi Meir, and there is a difference for Rabbi Meir between a marriage contract and other documents, i.e., the guarantee of a marriage contract applies

even if it is omitted but the property guarantee in other contracts does not, is there really a difference for him between the two types of documents?

[262] Isn't it taught in a baraita: Five claims may be collected only from free assets, and they are as follows: Produce, and enhancement to the produce. And likewise, in the case of one who accepts upon himself the duty to sustain his wife's son or his wife's daughter and then dies, they receive their support only from the estate's free assets. And other claims that may be collected only from free assets are a document of debt that does not include the clause of property guarantee, and the marriage contract of a wife that does not include the clause of property guarantee.

[263] The Gemara reasons: Whom have you heard say that omission of the property guarantee from a document is not a scribal error? Rabbi Meir, and yet the baraita teaches that the same applies to the marriage contract of a wife. This proves that according to Rabbi Meir, there is no difference between a marriage contract and other documents.

[264] The Gemara answers: If you wish, say that the mishna here is in accordance with the opinion of Rabbi Meir, and if you wish, say that it is in accordance with the opinion of Rabbi Yehuda. The Gemara elaborates: If you wish, say that the mishna is in accordance with the opinion of Rabbi Yehuda, and there, in the other mishna (54b), the case is where she wrote to him: I have received it, thereby waiving her right to part of the marriage contract. In contrast, here, she did not write to him: I have received it, and therefore she collects the entire sum from him even if he did not write a marriage contract.

[265] Conversely, if you wish, say that the mishna is in accordance with the opinion of Rabbi Meir. According to this interpretation, what is the meaning of the phrase: He is obligated, which is taught in the latter clause of the mishna with regard to the case where the marriage contract did not specify that the husband's property will serve as a guarantee of his obligations toward his wife? It means that the wife's claims may be collected only from the husband's free assets, i.e., she does not have a lien on his property.

[266] § The mishna taught that if the husband did not write for her that he would redeem her from captivity and restore her to him, he is nevertheless obligated to do so, as this is a stipulation of the court. Shmuel's father said: The wife of an Israelite who was raped is forbidden to her husband, as we are concerned that perhaps her ordeal started as rape and ended willingly, i.e., during the act she may have acquiesced, and a married woman who willingly had relations with another man is forbidden to her husband.

[267] Rav raised an objection to the opinion of Shmuel's father from the mishna, which states that one of the stipulations of the marriage contract reads: If you are taken captive I will redeem you and restore you to me as a wife. This indicates that despite the possibility that she might have been raped during captivity, she remains permitted to her husband if he is not a priest, and there is no concern that she might have ultimately agreed to the act. Shmuel's father was silent and did not respond.

[268] Rav recited the following verse about Shmuel's father: "The princes refrained from talking and laid a hand upon their mouths" (Job 29:9). The Gemara comments: The application of this verse to Shmuel's father indicates that he refrained from responding despite the fact that an answer was available. But what is there for him to say in reply? The Gemara answers: He could have said that in the case of a captive woman they were lenient. Since it is uncertain whether she was in fact raped

during her captivity, the Sages were lenient. However, it is possible that they were more stringent in the case of a woman who was definitely raped.

269 The Gemara further asks: According to Shmuel's father, how can you find a case of rape where the Merciful One permits the victim to remain married to her husband? It is always possible that she might have ultimately acquiesced. The Gemara answers: For example, where witnesses say that she screamed continuously from beginning to end.

270 The Gemara comments: And Shmuel's father disagrees with the opinion of Rava. As Rava said: With regard to any case that starts as rape and ends willingly, even if she ultimately says: Leave him, and she further states that if he had not forcibly initiated intercourse with her, she would have hired him for intercourse, she is nevertheless permitted to her husband. What is the reason for this? The evil inclination took hold of her during the act, and therefore she is still considered to have engaged in intercourse against her will.

271 It is taught in a baraita in accordance with the opinion of Rava: The verse states with regard to a sota: "And a man lies with her…and she was not taken" (Numbers 5:13). This is referring to a woman who had intercourse but was not taken forcefully, i.e., raped, and therefore she is forbidden to her husband. It may be inferred from this that if she was taken forcefully, she is permitted to him. And the word "she" teaches that you have a case of another woman, where even though she was not taken forcefully she is permitted. And which case is this? This is any case that starts as rape and ends willingly. Although at the conclusion of the act she was not taken forcefully, she is nevertheless permitted to her husband, as stated by Rava.

272 A different inference from the same verse is taught in another baraita: "And she was not taken"; in this case, the woman is forbidden to her husband. It may be inferred that if she was taken forcefully, she is permitted to her husband. And you have another case where, even though she was taken forcefully, she is forbidden to her husband. And which case is this? This is the case of the wife of a priest, who is forbidden to her husband even if she is the victim of a rape.

273 Rav Yehuda said another exposition of this same verse that Shmuel said in the name of Rabbi Yishmael: "And she was not taken"; in this case she is forbidden to her husband. It may be inferred that if she was taken forcefully she is permitted to her husband. And there is a case of another woman where, even though she was not taken forcefully, she nevertheless remains permitted. And which case is this? This is referring to one whose betrothal was a mistaken betrothal, as, even if her son from this marriage is riding on her shoulders she may refuse to remain with her husband and go off as pleases her. Since she was not really married to begin with, an act of intercourse with another man does not render her forbidden to the man with whom she performed a mistaken betrothal.

274 Rav Yehuda said: Those women stolen by kidnappers are permitted to their husbands, as, even if they had intercourse with their captors it is considered rape. The Rabbis said to Rav Yehuda: But while they are captives they bring their kidnappers bread. This indicates that they are not acting under duress. He replied: They do so due to fear. The Rabbis further inquired: But they send them arrows. Rav Yehuda again replied: This too is due to fear. However, I certainly agree that if the kidnappers leave them alone, and they go back to them of their own accord, they are forbidden to their husbands, as it is clear that they are no longer acting out of fear.

275 The Sages taught: With regard to women captured by the monarchy for the purpose of having intercourse with the king, they are considered to be like captives, i.e., they are assumed to have been

raped but not to have consented to intercourse. However, those stolen by bandits are not considered to be like captives, as there is a concern that they might have consented to their captors, thinking that they will marry them. The Gemara raises a difficulty: But isn't it taught in a baraita that the reverse is the case, i.e., women taken by the monarchy are not classified as captives, whereas this status does apply to those abducted by bandits?

276 The Gemara answers: The apparent contradiction between the ruling of one baraita with regard to those captured by the monarchy and the ruling of the other baraita with regard to those captured by the monarchy is not difficult: This first baraita is referring to the monarchy of Ahasuerus, i.e., a powerful king, as the woman is aware that he is merely using her to satisfy his lust and will certainly not marry her, whereas that other baraita is dealing with the monarchy of ben Netzer, a man who established for himself a minor kingdom through robbery and small-scale conquests. It is possible for a woman to suppose that a king like ben Netzer will eventually marry her.

277 Similarly, the apparent contradiction between the ruling of one baraita with regard to those kidnapped by bandits and the ruling of the other baraita with regard to those kidnapped by bandits is not difficult: This first baraita is referring to the banditry of ben Netzer, as she might agree to his advances, hoping to become the wife of a king. Conversely, that other baraita is dealing with regular bandits [listim], as it can be assumed that the woman did not acquiesce to having intercourse, as, even if he wanted to marry her she would not agree. The Gemara asks: And this ben Netzer, how can it be that there he is called a king and here he is called a bandit? The Gemara answers: Yes, when considered alongside Ahasuerus he is merely a bandit, but when considered alongside a regular bandit he is deemed a king.

278 § The mishna taught: And in the case of a priestess, i.e., the wife of a priest, even if her husband did not write: If you are taken captive I will redeem you and return you to your native province, he is obligated to do so. Abaye said: In the case of a widow who was married to a High Priest, although the marriage is prohibited by Torah law, if she is taken captive he is obligated to redeem her, as I apply to her the clause: And in the case of a priestess: I will return you to your native province. Her husband can, and therefore must, fulfill this clause just as he could if he had married a woman who is permitted to him.

279 In the case of a mamzeret or a Gibeonite woman married to an Israelite, who are entitled to a marriage contract despite the fact that the relationship is forbidden and they must get divorced, he is not obligated to redeem her, as I do not apply to her the clause: And I will restore you to me as a wife, as she is forbidden to him. Rava said: In any case where the prohibition of her captivity, i.e., the fact that she was taken captive, causes her to be forbidden to her husband, as in the case of a priest's wife who was taken captive, he is obligated to redeem her. However, if another prohibition causes her to be forbidden to her husband, e.g., the case of a widow who is married to a High Priest, he is not obligated to redeem her.

280 The Gemara suggests: Let us say that this is parallel to a dispute between tanna'im. As it is taught in a baraita: In the case of one who vows that his wife may not derive benefit from him, in which case he must divorce her, and she is then taken captive, Rabbi Eliezer says: He redeems her and gives her the payment for her marriage contract. Rabbi Yehoshua says: He gives her the payment for her marriage contract but he does not have to redeem her, as he may not take her back as his wife, due to his vow.

[281] Rabbi Natan said: I asked Sumakhos: When Rabbi Yehoshua said that he gives her the payment for her marriage contract but he does not have to redeem her, was he referring to a case where he vowed that she may not derive benefit from him and she was subsequently taken captive, or was he speaking of one who was taken captive and he subsequently vowed that she may not derive benefit from him?

[282] And he said to me: I have not heard a tradition on this matter, but it would appear that Rabbi Yehoshua does not obligate the husband to redeem her in a situation where he vowed that she may not derive benefit from him and she was subsequently taken captive. As, if you say that the same halakha applies in a case where she was taken captive and he subsequently vowed that she may not derive benefit from him, the husband might come to engage in trickery. If he wants to release himself from the duty to ransom his wife after she is captured, he can simply vow that she may not derive benefit from him, in which case he would be obligated to pay her only the marriage contract.

[283] The Gemara now analyzes the suggested comparison between the opinions cited in this baraita and the dispute between Abaye and Rava. What, is it not the case that the tanna'im disagree about a priest who vows that his wife, i.e., the wife of a priest, may not derive benefit from him? And Abaye spoke in accordance with the opinion of Rabbi Eliezer when he said that the husband must redeem his wife even if she is forbidden to him due to something other than the fact that she was taken captive, and Rava spoke in accordance with the opinion of Rabbi Yehoshua.

[284] The Gemara refutes this suggestion: No; with what are we dealing here? With a case where she vowed not to derive benefit from him, and her husband upheld it for her by neglecting to nullify her vow when he heard it. The Gemara explains: Rabbi Eliezer maintains that he is putting his finger between her teeth, i.e., he causes the vow to be in effect, and therefore he must redeem her and return her to her native province. And Rabbi Yehoshua maintains that she put her finger between her own teeth, i.e., she is responsible for the vow, because she is the one who initially pronounced it.

[285] The Gemara asks: If Rabbi Yehoshua maintains that she put her finger between her own teeth, what is the payment of the marriage contract doing here? Why must he pay her marriage contract if it is her fault that they cannot remain married?

[286] And furthermore, it was stated above that Rabbi Natan said: I asked Sumakhos: When Rabbi Yehoshua said that he gives her the payment for her marriage contract but he does not have to redeem her, was he referring to a case where he vowed that she may not derive benefit from him and she was subsequently taken captive, or was he speaking of one who was taken captive and he subsequently vowed that she may not derive benefit from him? And he said to me: I have not heard a tradition on this matter, but it is reasonable to assume that the case is where he took the vow and she was subsequently taken captive, as otherwise there is a concern that the husband will engage in trickery.

[287] But if this is referring to a case where she was the one who vowed not to derive benefit from him, what is the difference to me whether he upheld her vow and she was subsequently taken captive, and what is the difference to me whether she was taken captive and he subsequently upheld her vow? Either way there is no reason to be concerned that he might engage in trickery, since she was the one who took the vow.

[288] Rather, this is actually referring to a case where he was the one who initially vowed that she may not derive benefit from him. And Abaye explains the baraita according to his line of reasoning, and

Rava explains the baraita according to his line of reasoning. Abaye explains the baraita according to his line of reasoning as follows: With regard to a widow who is married to a High Priest, everyone agrees that he is obligated to redeem her. If she was a mamzeret or a Gibeonite woman married to an Israelite, everyone agrees that he is not obligated to redeem her. In the case of a priest who takes a vow prohibiting his wife, i.e., the wife of a priest, from deriving benefit from him, likewise everyone agrees that he is obligated to redeem her, as this is the same as the case of a widow who is married to a High Priest, as he can fulfill the requirement to restore her to her native province.

[289] When they disagree it is in the case of an Israelite who vows that his wife, i.e., the wife of an Israelite, may not derive benefit from him. Rabbi Eliezer follows the status of the woman at the outset, i.e., when the marriage contract was written. Since at that time he could restore her to be his wife, the obligation he took upon himself to redeem her from captivity remains in effect, despite the fact that he can no longer do so due to the vow. And Rabbi Yehoshua follows the status of the woman at the end, and holds that since, in practice, the husband cannot take her back as a wife because of the vow, he is no longer obligated to ransom her.

[290] Similarly, Rava explains the baraita according to his line of reasoning: In the case of a widow married to a High Priest, and a mamzeret or a Gibeonite woman married to an Israelite, everyone agrees that he is not obligated to redeem her, as the prohibition against her remaining married to him results from a cause other than her captivity. When they disagree it is with regard to one who vows that his wife may not derive benefit from him, whether she is the wife of a priest or the wife of an Israelite.

[291] Rabbi Eliezer follows her status at the outset and holds that since he obligated himself to ransom her when he wrote the marriage contract he must act accordingly. And Rabbi Yehoshua follows her status at the end, and holds that since he cannot fulfill his obligation to restore her as his wife due to a factor other than her captivity, he is entirely exempt from redeeming her.

[292] § The mishna taught that if she was taken captive, her husband is obligated to redeem her. The Sages taught in a baraita: In the case of a wife who was taken captive in her husband’s lifetime and afterward her husband died before he could redeem her, if her husband was aware of her captivity, the heirs are obligated to redeem her, but if her husband was not aware of her captivity, his heirs are not obligated to redeem her.

[293] The Gemara relates: Levi thought to act in accordance with this baraita. Rav said to him: My uncle [ḥavivi], Rabbi Ḥiyya, said as follows: The halakha is not in accordance with this baraita. Rather, it is in accordance with that which is taught in a different baraita: If she was taken captive after the death of her husband, the orphans are not obligated to redeem her. And moreover, even if she was taken captive in her husband’s lifetime and he heard about it, and afterward her husband died, the orphans are not obligated to redeem her, as I cannot apply to her the clause in the marriage contract: And I will restore you to me as a wife. Since this stipulation cannot be fulfilled, the obligation to redeem her does not apply.

[294] § The Sages taught: If she was taken captive and they were seeking ransom from her husband of up to ten times her value, i.e., far more than the usual ransom for a captive of this kind, on the first occasion she is taken captive he must redeem her. From this point forward, i.e., if she was taken captive a second time, if he wants to, he redeems her, but if he does not want to redeem her, he does

not have to redeem her, as the Sages obligated him to redeem her only once. Rabban Shimon ben Gamliel says:

295 One does not redeem captives at more than their value. This policy is for the betterment of the world, because if captives are ransomed at exorbitant prices, this will encourage their captors to kidnap more people. The Gemara notes: This implies that if the captors seek a ransom in accordance with their actual value one does redeem captives, even though this includes a case where a woman's redemption is more than her marriage contract.

296 And the Gemara raises a contradiction from a different baraita, which states: If she was taken captive and the captors were seeking from her husband a ransom of up to ten times the value of her marriage contract, on the first occasion he must redeem her. From this point forward, if he wants to he redeems her, but if he does not want to redeem her, he does not have to redeem her. Rabban Shimon ben Gamliel says: If the price of her ransom was equal to her marriage contract he redeems her. If not, i.e., the price of her ransom was greater than the sum of money guaranteed to her in her marriage contract upon divorce or the death of her husband, he does not have to redeem her. He can suffice with paying her marriage contract.

297 The Gemara answers: Rabban Shimon ben Gamliel is of the opinion that there are two leniencies with regard to the halakhot of redemption. First, he maintains that one does not pay more than the general ransom given for such a captive, and second, a husband does not have to pay more than the sum of his wife's marriage contract.

298 § The mishna taught (51a) that if a woman was struck with illness, her husband is obligated to heal her, i.e., to pay for her medical expenses. The Sages taught in a baraita: In the case of a widow who is sustained from the property of the orphans and who requires medical treatment, her medical needs are like her sustenance, and the orphans must bear the costs. Rabban Shimon ben Gamliel disagrees and says: With regard to treatment that has a fixed cost, she is healed from her marriage contract, i.e., the amount is subtracted from her marriage contract. If it is a treatment that does not have a fixed cost, it is considered like sustenance.

299 Rabbi Yoḥanan said: The Sages established that in Eretz Yisrael, bloodletting is considered like a treatment that does not have a fixed cost, and therefore the heirs must pay for that treatment. The Gemara relates: The relatives of Rabbi Yoḥanan had to take care of the wife of their father, who required treatment every day, and therefore her medical expenses were high. They came before Rabbi Yoḥanan to ask him what to do. He said to them: Go and fix a lump sum with the doctor for his services. The treatment would then be considered as having a fixed cost, which is deducted from the marriage contract.

300 Later Rabbi Yoḥanan said in regret: We have made ourselves like legal advisors, who help people with their legal claims. The Gemara asks: At the outset, what did he hold and ultimately, what did he hold? The Gemara explains: At the outset he held that one should act in accordance with the verse "and that you do not hide yourself from your own flesh" (Isaiah 58:7), which indicates that one must help his relatives. And ultimately he held that an important person is different. If a man of stature offers assistance to his family in a manner that causes a loss to another individual, it appears as though he were unfairly favoring his relatives.

301 MISHNA: If the husband did not write for her in her marriage contract: Any male children you will have from me will inherit the money of your marriage contract in addition to their portion of the

inheritance that they receive together with their brothers, he is nevertheless obligated as though he had written it, as it is a stipulation of the court and therefore takes effect even if it is not explicitly stated. Likewise, if he omitted from the marriage contract the sentence: Any female children you will have from me will sit in my house and be sustained from my property until they are taken by men, i.e., until they are married, he is nevertheless obligated as though he had written it, as it too is a stipulation of the court.

302 Similarly, if he omitted from the marriage contract the clause: You will sit in my house and be sustained from my property all the days you live as a widow in my house, he is nevertheless obligated as though he had written it, as it is a stipulation of the court. The mishna comments: The residents of Jerusalem would write in this manner, that a widow may remain in her husband's house throughout her widowhood, and the residents of the Galilee would write in this manner as well, like the inhabitants of Jerusalem. In contrast, the residents of Judea would write: Until the heirs want to give you your marriage contract. Consequently, if the heirs wish, they may give her marriage contract to her and release her, and she must find her own living arrangements and provide for herself.

303 GEMARA: Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yoḥai: For what reason did the Sages enact the marriage document concerning male children? It was enacted so that a man will be willing to take the initiative and write an agreement to give his daughter a dowry as large as the portion of his possessions that his son will receive as an inheritance. The marriage document concerning male children ensures that even if one's daughter dies and her husband inherits her possessions, the dowry will eventually be inherited by her sons when her husband dies. Since the father of the bride knows that his grandchildren will inherit the dowry, he will give a larger dowry.

304 The Gemara asks: And is there anything that justifies a situation where the Merciful One says that the son inherits and the daughter does not inherit, and yet the Sages came and enacted that the daughter should inherit? The practical effect of their decree is that daughters receive a significant portion of their father's estate, just like sons.

305 The Gemara answers: This also applies by Torah law, as it is written: "Take wives for yourselves and bear sons and daughters, and take wives for your sons, and give your daughters to husbands" (Jeremiah 29:6). This verse requires clarification. Granted, sons are in his hands, i.e., a father can select wives for them, but daughters, are they in his power that he can select husbands for them? It is not the manner of a woman or her family to court a man.

306 Rather, the verse teaches us this, that the father should dress her and cover her and give her something, i.e., property, so that men will take the initiative with her and come to marry her. When the verse instructs fathers to marry off their daughters, it means that they must make efforts to ensure this outcome, including bestowing a dowry. The Gemara asks: And up to how much must a father give his daughters? Abaye and Rava both say: Up to one-tenth of one's property should be handed over to his daughter for her dowry.

307 The Gemara asks: But if this is the reason for the institution of the marriage document concerning male children, say that it is only the portion the bride's father gave as a dowry that her sons should inherit, but the money the husband guarantees to pay his wife, they should not inherit. The Gemara answers: If so, the bride's father will also refrain from writing a large dowry. If his daughter's sons will not inherit the husband's portion of the marriage contract, her father will be reluctant to give generously himself.

[308] The Gemara continues to ask: But if the concern is that the father will not give, say that in a case where the father wrote a large dowry for his daughter, let the husband also write the stipulation in the marriage document concerning male children, and when the father did not write a large dowry, let the husband not write this stipulation. The Gemara replies: The Sages did not distinguish between these cases. Although the main purpose of their enactment was to encourage fathers to provide their daughters with generous dowries, the Sages applied their decree equally to all women, even when the father failed to do so.

[309] The Gemara poses another question: If the aim is to ensure that the money of the marriage contract will remain with the woman's descendants, in a case when one has a daughter from one woman among his sons from another woman, the daughter should likewise inherit her mother's dowry. Why do only male children inherit their mother's dowry? The Gemara responds: The Sages established this enactment as similar to the halakha of inheritance: Just as a regular inheritance belongs to sons and not daughters, the same applies to the marriage document concerning male children.

[310] The Gemara continues to inquire: Why shouldn't one at least say that a daughter among daughters should inherit? If he had a daughter from this wife, and his other children are also daughters, in which case all the daughters divide the inheritance, the daughters of each wife should receive the portion her maternal grandfather gave to her mother. The Gemara again answers: The Sages did not distinguish between these cases when establishing their decree. The Gemara further asks: And let the marriage document concerning male children be collected even from movable property, if that is all the father possesses. The Gemara replies: The Sages established this enactment as similar to a regular marriage contract, which can be collected only from land.

[311] The Gemara poses yet another question: Let it be collected even from liened property, i.e., property the father sold after he wrote the marriage contract. The Gemara answers that we learned in the mishna: Will inherit, and one's heirs do not inherit property that he has sold. The Gemara asks: But if this is the reason for this enactment, say that it should apply even though there is no more than a dinar beyond the value of the marriage contract that the father left over in his estate. The Sages stated that if no property is left for the inheritance, all the sons share the inheritance equally, in accordance with Torah law. The Gemara answers: In a case where their decree would entirely uproot the halakha of inheritance by Torah law, the Sages did not enact the marriage document concerning male children.

[312] The Gemara relates: Rav Pappa, having arranged for his son to marry into the family of Abba of Sura, went to supervise the writing of the bride's marriage contract. Yehuda bar Mareimar heard that Rav Pappa was coming, and came out to present himself before him, in honor of his arrival. When they came to the entrance of Abba of Sura's house, Yehuda bar Mareimar took his leave of him, as he did not wish to enter. Rav Pappa said to him: Let the Master enter inside with me.

[313] Rav Pappa saw that Yehuda bar Mareimar was not amenable to the idea of entering the house. He said to him: What is on your mind? Do you not wish to enter due to that which Shmuel said to Rav Yehuda: Shinnana, do not be a partner in the transfer of an inheritance even from a bad son to a good son, as it is not known what seed will come from him? Perhaps the bad son will father worthy children. And all the more so, one should not be a partner in the transfer of an inheritance from a son to a daughter.

314 Rav Pappa continued: Are you worried that your arrival will pressure Abba of Sura to give his daughter a more substantial dowry? But this too is an ordinance of the Sages, that a father must provide a dowry for his daughter. This is as Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yoḥai, as quoted above, that the Sages enacted this matter so that a man should take the initiative and write an agreement to give his daughter a dowry as large as the portion of his possessions that his son will receive as an inheritance. Yehuda bar Mareimar said to him: This applies only if the man gives of his own free will, but should one force him as well? Rav Pappa said to him: Did I say to you that you should enter and force him? I merely said that you should enter, but do not force him. He said to him: My very entrance is an act that will effectively force him, as he will increase her dowry in my honor.

315 Eventually, Rav Pappa forced Yehuda bar Mareimar and he entered. He was silent, and sat without uttering a word. Abba of Sura thought that Yehuda bar Mareimar was angry with him for his failure to grant his daughter a suitable dowry. He therefore wrote down in the marriage contract all that he had as her dowry, to appease him. Ultimately, when he observed that Yehuda was still silent, Abba of Sura said to him: Even now the Master will not talk? By the Master’s life, I have left nothing for myself.

316 Yehuda bar Mareimar said to him: If you are acting for my sake, that which you wrote is also not amenable to me. Finally understanding his wishes, Abba of Sura said to Yehuda bar Mareimar: Now too, I will retract, as I acted in error. Yehuda bar Mareimar said to him: I did not speak so that you should turn yourself into the kind of person who retracts once he gives his word. You should uphold your agreement, but the agreement was not to my liking.

317 § Rav Yeimar the Elder raised a dilemma before Rav Naḥman: If a wife sold her marriage contract to her husband, i.e., she sold him the right not to have to pay her the marriage contract if they divorce or if she is widowed, does she have the marriage document concerning male children, or does she not have the marriage document concerning male children? Rava said to him: And you can raise the same dilemma with regard to a wife who forgoes her right to her marriage contract. Does she retain the marriage document concerning male children in this case?

318 Rav Yeimar said to him: Now, the halakha of one who sells her marriage contract is a dilemma for me. As, although there is room to say that the money forced her, and that I say that she is like one who is struck with a hundred strikes [ukelei] of a hammer [ukela], i.e., she needed liquid assets at the time and therefore she sold her marriage contract unwillingly, even so, I am still willing to entertain the possibility that she has sold the marriage document concerning male children. Then, with regard to one who forgoes her marriage contract, is it necessary to raise the dilemma?

319 Rava said: It is obvious to me that if a wife sells her marriage contract to others, not to her husband but to someone else who is willing to pay at the present time for the chance to collect the money stated in her marriage contract if she is later divorced or widowed, she still has the marriage document concerning male children. What is the reason? The money forced her to sell, and she did not mean to renounce all her rights. It is likewise clear to me that one who forgoes the right to collect her marriage contract from her husband does not have the marriage document concerning male children. What is the reason? She has forgiven it all and has no intention of claiming anything from her husband.

[320] However, Rava raised a dilemma about the following case: With regard to one who sells her marriage contract to her husband, is she considered like one who sells to others, i.e., she has not relinquished the marriage document concerning male children, or is she considered like one who forgoes her right to collect her marriage contract from her husband, i.e., she has forfeited everything? After he raised the dilemma he subsequently resolved it: One who sells her marriage contract to her husband is considered like one who sells to others, as she is assumed to have done so due to financial constraints.

[321] Rav Idi bar Avin raised an objection: We learned in a mishna (Yevamot 87b) that if a woman's husband went overseas, and after hearing the testimony of one witness that he was dead the woman married again, and then her first husband returned, both husbands must divorce her, and she does not receive payment of her marriage contract from either man. That mishna proceeds to state that if she died, neither the heirs of this one, the first husband, nor the heirs of that one, the second husband, inherit the sum stipulated in her marriage contract. And we discussed the following question: With regard to a marriage contract, what is its purpose? In other words, the mishna just said that she is not entitled to a marriage contract, so how can it even be suggested that the heirs might inherit it?

[322] And Rav Pappa said: This is referring to the marriage document concerning male children. Not only does she forfeit her marriage contract, but she also loses the right to the marriage document concerning male children, as her sons do not inherit from her at all. Rav Idi bar Avin explains his objection. But if, according to the above statement, a wife who sells her marriage contract has not relinquished the marriage document concerning male children, why does the mishna in Yevamot state that none of the woman's heirs inherit the proceeds of her marriage contract? Here too, in that mishna, let us say that her desire to marry another man forced her to marry her second husband. Why should she forfeit the marriage document concerning male children?

[323] The Gemara answers: There it is a penalty with which the Sages penalized her. In other words, the reason is not that she automatically forfeits the marriage document concerning male children, along with the marriage contract itself. Rather, her loss of the marriage document concerning male children is one of several penalties the Sages imposed upon her for remarrying on the basis of the testimony of a single witness without conducting her own thorough investigation into her husband's fate. Therefore, one cannot learn from that halakha with regard to the issue at hand.

[324] Ravin bar Ḥanina sat before Rav Ḥisda, and he sat and said the following halakha in the name of Rabbi Elazar: One who forgoes her right to collect her marriage contract from her husband does not receive her sustenance from him. Rav Ḥisda said to him: Had you not said this halakha to me in the name of a great man, I would have said to you that this is an injustice, in accordance with the verse "who rewards evil for good, evil shall not depart from his house" (Proverbs 17:13). After she relinquishes to her husband her right to her marriage contract, which was a favor to her husband, she loses her sustenance as well.

[325] The Gemara relates: Rav Naḥman was sitting, and Ulla and Avimei bar Rav Pappi were sitting as well, and Rav Ḥiyya bar Ami was sitting with them, when a certain man came before them whose betrothed wife had died. They said to him: Go and bury her, or give her heirs the sum stipulated in her marriage contract. Rav Ḥiyya said to them, in surprise at their response: But we learned that with regard to one's betrothed wife he neither assumes the status of an acute mourner nor becomes ritually impure for her if he is a priest, and similarly, she neither assumes the status of an acute mourner nor

becomes ritually impure for him. If she died he does not inherit from her, and if he died she collects payment of her marriage contract.

326 Rav Ḥiyya infers the following from this statement: The reason for this halakha is that he died, from which it may be inferred that if she died she does not have a marriage contract, nor any of the stipulations of a marriage contract. The Gemara asks: What is the reason that her marriage contract is canceled upon her death? Rav Hoshaya said: The reason is that I do not read with regard to her the condition stated in the marriage contract: When you marry another he may take what is written for you, as she cannot marry another.

327 The Gemara relates another incident: When Ravin came from Eretz Yisrael to Babylonia he said that Reish Lakish said: A betrothed woman who died does not have a marriage contract. Abaye said to the scholars who recited this halakha in Ravin's name: Go, and say to Ravin:

328 Your good is taken and cast on thorns, i.e., we do not owe you a debt of gratitude for informing us of this statement, as Rav Hoshaya himself already interpreted and ruled this halakha of yours in Babylonia.

329 § The mishna taught that one of the stipulations of the marriage contract is the clause: Any female children you will have from me will be sustained from my property. The Gemara notes that Rav would teach that the daughters are entitled to sustenance until they are taken as wives by men, and Levi would teach that they are entitled to sustenance until they become grown women. The Gemara asks: According to the opinion of Rav, are daughters entitled to sustenance even though they have become grown women, if they are still unmarried? Yet how can this be correct? After all, adult daughters are no longer under their father's jurisdiction even in his lifetime. And can Levi possibly maintain that even though they are married they still receive sustenance from their father's estate until they become grown women?

330 Rather, in a case where they became grown women and were not married, or were married and had not become grown women, everyone agrees that they are not entitled to sustenance. When they disagree it is with regard to a daughter who was betrothed and had not become a grown woman. Levi maintains that as she is still unmarried she remains under her father's jurisdiction. And Levi likewise taught the following version of this stipulation in his baraita: Until they become grown women and the time arrives for their marriage. The Gemara asks: Are these two conditions both necessary? She leaves her father's domain when one of these conditions is fulfilled. Rather, Levi means that they can continue to receive sustenance either until they become grown women or their time arrives for marriage.

331 The Gemara observes: The dispute between Rav and Levi is like a dispute between tanna'im. As we have learned: Until when is a daughter sustained from her father's property? Until she is betrothed. In the name of Rabbi Elazar they said: Until she becomes a grown woman. Rav Yosef taught the version: Until they become married. The meaning of the expression: Until they become married, is unclear, and therefore a dilemma was raised before the scholars: Does this refer to becoming betrothed or to becoming married? No answer was found, and the Gemara states that the dilemma shall stand unresolved.

332 Rav Ḥisda said to Rav Yosef: Have you heard anything from Rav Yehuda with regard to whether a betrothed orphan has sustenance from the brothers' inheritance of their father's estate, or whether she does not have sustenance? Rav Yosef said to him: As for hearing, I have not heard anything, but

by logical reasoning I can conclude that she does not have sustenance from the inheritance. The reason is that since her husband has betrothed her it is not satisfactory for him that she be demeaned by having to request her sustenance from the inheritance, when he himself can provide for her.

[333] Rav Ḥisda said to Rav Yosef: If you have not heard this halakha, by logical reasoning she should have sustenance from the brothers. The reason is that since her husband is not sure that he will marry her, he will not throw away money for nothing.

[334] And some say a different version of this discussion. Rav Yosef said to Rav Ḥisda: As for hearing, I have not heard anything, but by logical reasoning I would say that she does have sustenance from the brothers: Since he is not sure that he will marry her, he will not throw away money for nothing. In response, Rav Ḥisda said to him: If you have not heard this halakha, by logical reasoning she should not have sustenance from the inheritance: Since he has betrothed her it is not satisfactory for him that she be demeaned by having to ask the brothers for food, and he would rather provide for her himself.

[335] § The Gemara states a mnemonic device for the men, i.e., the Sages, who appear in the following discussion: Shin, kuf, zayin, reish, peh. This refers to Rav Sheshet, Reish Lakish, Rabbi Elazar, Rava, and Rav Pappa. The dilemmas themselves are listed in the following mnemonic: She refused, and a yevama, a secondary forbidden relationship, a betrothed woman, and a woman who was raped.

[336] The Gemara analyzes these cases one by one: The Sages raised a dilemma before Rav Sheshet: With regard to one who refused, i.e., a minor orphan girl who was married off by her brothers or mother and then refused her husband, thereby nullifying the marriage, does she have sustenance from her father’s inheritance or does she not have sustenance? Is she considered to have been married, and therefore her right to sustenance has lapsed, or does her refusal nullify the marriage to the extent that it is as though she were never married at all, and therefore she is still entitled to sustenance?

[337] Rav Sheshet said to them: You learned it in the following baraita: In the case of a widow in her father’s house, or a divorcée in her father’s house, or a widow awaiting her yavam in her father’s house, she has sustenance. Rabbi Yehuda says: If she is still in her father’s house she has sustenance; if she is not in her father’s house she does not have sustenance.

[338] Rav Sheshet analyzes this baraita: The opinion of Rabbi Yehuda is to all appearances the same as that of the first tanna. What is their dispute? Rather, is it not the case that there is a practical difference between them concerning a girl who refused her husband, as the first tanna maintains that she has sustenance, as her marriage has been annulled and it is as though it never occurred, and Rabbi Yehuda maintains that she does not have sustenance, as she permanently forfeited this right when she left her father’s house in marriage.

[339] Reish Lakish raised a dilemma: With regard to the daughter of a yevama, i.e., a woman who married her yavam in levirate marriage and gave birth to a daughter before he passed away, does she have sustenance from the property of the yavam, i.e., the girl’s father, or does she not have sustenance?

[340] The Gemara clarifies the sides of the dilemma: Since the Master said that the payment of the marriage contract of a yevama is taken from the property of her first husband, not that of the yavam, her daughter should therefore not have rights to sustenance from the property of the yavam. Her sustenance is a stipulation of the marriage contract, which does not apply to the yavam. Or perhaps,

since if she does not have enough to cover the amount of her marriage contract from the property of the first husband, the Sages enacted for her a marriage contract from the second one, i.e., the yavam. Therefore, her daughter should have sustenance from his property. No answer was found, and the Gemara states that the dilemma shall stand unresolved.

341 Rabbi Elazar raised a dilemma: With regard to the daughter of a secondary forbidden relationship, i.e., a girl born to a man and women forbidden to each other by rabbinic law, whose mother is penalized by being deprived of a marriage contract, does her daughter have sustenance or does she not have sustenance?

342 Once again the Gemara explains the sides of the dilemma: Since the Sages penalized the mother and declared that she does not have a marriage contract, the daughter does not have sustenance either, as her sustenance is guaranteed by her mother's marriage contract. Or perhaps, with regard to her mother, who violated a prohibition, the Sages penalized her by depriving her of her marriage contract, whereas in the case of the daughter, who did not violate a prohibition, the Sages did not penalize her. Once again the Gemara states that the dilemma shall stand unresolved.

343 Rava raises a dilemma: In the case of the daughter of a betrothed woman, i.e., a man betrothed a woman, fathered a daughter with her, and then died, does the daughter have the right to receive sustenance from his estate, or does she not have the right to receive sustenance? Since the mother has a marriage contract, as in this case the man wrote her a marriage contract after betrothing her, it may be argued that the daughter has the right to receive sustenance. Or perhaps, since the Sages did not enact any requirement for a man to provide his wife with a marriage contract until the time of marriage, the stipulations of the marriage contract do not apply until then, and therefore the daughter of this woman does not have the right to receive sustenance. Again, the Gemara states that the dilemma shall stand unresolved.

344 Rav Pappa raises a dilemma: With regard to the daughter of a raped woman, i.e., a man raped a young woman, married her, had a child, and died, does she have the right to receive sustenance from her father's estate or does she not have the right to receive sustenance from his estate? The Gemara comments: According to the opinion of Rabbi Yosei, son of Rabbi Yehuda, do not raise this dilemma, as he said that a raped woman has a marriage contract of one hundred dinars, and therefore she is entitled to the stipulations of a marriage contract, one of which is that if she has a daughter with her husband, the daughter receives sustenance from the husband's estate.

345 Rather, let the dilemma be raised according to the opinion of the Rabbis, who say that the money of her fine fulfilled his obligation to provide her with a marriage contract, i.e., since she has already received the fine in compensation for the rape, she is not entitled to further payment in the form of a marriage contract. According to this opinion, what is the halakha?

346 The Gemara elaborates: It may be argued that since the mother does not have a marriage contract, the daughter does not have the right to receive sustenance from her father's estate. Or perhaps one should consider the following: What is the reason that the marriage contract was enacted? So that his wife will not be demeaned in his eyes such that he will easily divorce her. And this one, his rape victim, he cannot divorce her by Torah law, as it is stated: "He may not send her away all his days" (Deuteronomy 22:29). It was therefore unnecessary for the Sages to require that he provide the woman with a marriage contract. However, the reasons for the stipulations included in a marriage contract, e.g., that his daughter receives sustenance from his estate, still apply in this case.

Consequently, the Sages stipulated that these provisions still be granted. Yet again the Gemara states that the dilemma shall stand unresolved.

347 § The mishna taught that one of the stipulations of a marriage contract is: You will sit in my house and be sustained from my property all your days as a widow. Rav Yosef taught: In my house, and not in my hovel [bikati]. If there is no room for her in his house, the heirs are not obligated to allow her to stay there. However, even in this case, she has the right to receive her sustenance from the heirs. Mar bar Rav Ashi said: She does not even have the right to receive her sustenance, as she is entitled to sustenance only when she lives in her husband's house. If she resides elsewhere, for whatever reason, she does not receive this payment. The Gemara concludes: And the halakha is not in accordance with the opinion of Mar bar Rav Ashi.

348 § Rav Naḥman said that Shmuel said: If a man proposed to marry a widow and she agreed, even if she has not yet married him, she no longer has the right to receive sustenance from the heirs of her previous husband. The Gemara comments: It may be inferred from here that if she had not agreed, even if the man had proposed marriage, she still has the right to receive sustenance. Rav Anan said: It was explained to me personally by Mar Shmuel that the halakha varies in different cases. If she said: I will not marry you due to so-and-so, my deceased husband, i.e., she still feels connected to him, she still has the right to receive sustenance from his estate. However, if she refused the offer because the men who approached her are people who are unsuitable for her, she does not have the right to continue to receive sustenance, as she has shown that in principle she is willing to remarry.

349 Rav Ḥisda said: If she engaged in licentious sexual relations she does not have the right to continue receiving sustenance from his estate, as she is not acting in a manner befitting a widow. Rav Yosef said: If she painted her eyes and dyed her hair she has clearly done so to attract men for the purposes of marriage, and therefore she does not have the right to receive sustenance from her husband's estate.

350 The Gemara comments: According to the one who says that a widow who engaged in licentious sexual relations loses her sustenance, all the more so if she painted her eyes and dyed her hair she loses her sustenance, as her intention to marry is evident. However, according to the one who says that if a widow painted her eyes and dyed her hair she forfeits her right to receive sustenance from her husband's estate, this ruling applies only to that particular situation. However, if she engaged in licentious sexual relations she still has the right to receive sustenance from his estate. What is the reason? Her evil inclination forced her, i.e., she did not make a decision to remarry but merely succumbed to temptation.

351 The Gemara concludes: And the halakha is not in accordance with all of these statements. Rather, the halakha is, in accordance with that which Rav Yehuda said that Shmuel said: One who claims the payment specified in her marriage contract in court does not have the right to continue receiving sustenance, as she has thereby demonstrated her desire to sever her ties with her late husband.

352 The Gemara asks: And does she not receive sustenance? But isn't it taught in a baraita: With regard to one who sold her marriage contract, or used her marriage contract as collateral, or established her marriage contract as designated repayment [apoteiki] for a debt owed to another individual, she does not have the right to receive sustenance from her husband's estate? The Gemara infers from this baraita: In these cases, yes, she forfeits her right to continue to receive sustenance.

However, in the case of a widow who claims her marriage contract, no, she does not lose the right to continue to receive sustenance.

353 The Gemara answers that this argument is incorrect, and one should make the following inference instead: In these cases listed in the baraita, she forfeits her marriage contract whether she took the action in court or whether she did not do so in court. However, with regard to one who claims her marriage contract, if she issues this claim in court, yes, she loses the right to continue to receive her sustenance, but if her claim was not issued in court, no, she has not forfeited this right.

354 § The mishna taught: And the residents of Jerusalem and of the Galilee would write the marriage contract in this manner, i.e., that if the woman is widowed, she may remain in her husband's house and receive her sustenance from his property throughout her widowhood. Conversely, the residents of Judea would write that she may live in his house and be sustained from his estate until the heirs decide to give her the marriage contract. It was stated that the amora'im argued over this issue. Rav said that the halakha is in accordance with the custom of the residents of Judea, and Shmuel said that the halakha is in accordance with the custom of the residents of the Galilee and Jerusalem.

355 The Gemara comments: Babylonia and all of its surrounding towns [parvadaha] act in accordance with the opinion of Rav; Neharde'a and all of its towns act in accordance with the opinion of Shmuel. The Gemara relates: There was a certain woman of Meḥoza who was married to a man from Neharde'a. They came before Rav Naḥman to discuss her marriage contract. He heard from her voice that she was from Meḥoza, whose residents had a distinctive accent.

356 Rav Naḥman said to them: Babylonia and all of its towns act in accordance with the opinion of Rav. They said to him: But she is marrying a resident of Neharde'a. He said to them: If so, Neharde'a and all of its towns act in accordance with the opinion of Shmuel. The Gemara asks: And until where is the boundary of Neharde'a? Up to any place where the kav measurement of Neharde'a is used. The entire area that utilizes the system of Neharde'a measurements is considered part of its surroundings for the purposes of this halakha.

357 § It was stated that the amora'im also argued about the halakha of a widow. Rav said: When she receives the payment of her marriage contract, the court appraises the clothes that are upon her and deducts their value from the payment she receives. And Shmuel said that the court does not appraise the clothes that are upon her. Rav Ḥiyya bar Avin said: And the reverse is the case with regard to a hired worker. With regard to a hired laborer who lived with his employer and the latter bought clothes for him, Rav and Shmuel disagreed as to whether these garments are appraised and their value deducted from the worker's salary when he leaves his employer's service. However, in this case Rav claims that his clothes are not appraised, whereas Shmuel maintains that they are appraised.

358 Conversely, Rav Kahana would teach: And likewise with regard to a hired worker, their respective opinions are the same in this case as well. Rav rules that one appraises the garments, while Shmuel claims that one does not. And he would apply a mnemonic device for Rav's opinion: An orphan and a widow, disrobe and remove them. In other words, Rav maintains that both a widow and a hired worker, dubbed an orphan due to his typical poverty, should disrobe, as it were, when the court evaluates the payment to which they are entitled.

359 Rav Naḥman said: Even though we learned in a mishna in accordance with the opinion of Shmuel, the halakha is in accordance with the opinion of Rav. As we learned in a mishna (Arakhin 24a): With regard to both one who consecrates his property and one who valuates himself by

donating his fixed value to the Temple, the Temple treasurer has the right to take neither his wife’s clothing, nor his children’s clothing, nor new dyed clothing that he dyed specially for them, even if they have yet to wear them, nor new sandals that he bought for them. This mishna is apparently in accordance with the opinion of Shmuel that a woman’s garments are not considered her husband’s property.

360 Rava said to Rav Naḥman: Once we have learned a mishna in accordance with the opinion of Shmuel, why is the halakha in accordance with the opinion of Rav? He said to him: It would seem [likhora] that this mishna agrees with the opinion of Shmuel when it is skimmed through and read superficially. However, when you examine it you will see that the halakha is in fact in accordance with the opinion of Rav.

361 What is the reason for this? When he bought her these clothes he did so with the intention that she should stand before him and wear them when she is with him. He did not buy them for her with the intention that she should take them and leave him. The reason for the mishna’s ruling is in fact that the husband acquires the clothes on behalf of his wife, but this applies only if she is living with him. Consequently, if she is living with him, the treasurer has no right to them. However, if she leaves him, she has no right to them, in accordance with the opinion of Rav.

362 § The Gemara relates: The daughter-in-law of the house of the son of Elyashiv was claiming payment of her marriage contract from the orphans, and she was in the process of bringing them to the court. The orphans said to her: It is demeaning for us that you should go dressed in this manner, in house clothes. We would rather you come in more suitable attire. She went and dressed and covered herself with all of her clothes. They came before Ravina, who said to them: The halakha is in accordance with the opinion of Rav, who said that with regard to a widow, the court appraises the clothes that are upon her. Therefore, the court takes everything she is wearing into account in the calculation of her marriage contract payment.

363 The Gemara relates another incident: A certain person said to his heirs, in his will: Give a dowry to my daughter. There was an established custom for the amount of money spent on a dowry, including clothing and jewelry. In the meantime, the cost of a dowry depreciated, i.e., all these items could be acquired with less money. The question arose concerning the difference between the amount the father wished to give her when he wrote the will and the sum they paid in practice. Rav Idi bar Avin said: The profit [purna], i.e., this difference in price, goes to the male orphans, not to the daughter.

364 The Gemara cites a related incident: A certain person said to his heirs, in his will:

365 Four hundred dinars of this wine you should give to my daughter, and the wine subsequently appreciated in value, so that some money remained. Rav Yosef said: The gain goes to the male orphans, i.e., they are entitled to the leftover sum.

366 The Gemara relates: The relatives of Rabbi Yoḥanan had a wife of their father who would diminish his resources by spending wastefully on her sustenance. They came before Rabbi Yoḥanan to ask his advice. He said to them: Go and say to your father that he should set aside a certain portion of land for her sustenance. If she agrees to accept this land for her sustenance she has thereby relinquished her claim to the rest of the estate.

[367] After their father died, they came before Reish Lakish for his ruling, and he said to them: All the more so, he has increased the sources of sustenance available to her. In other words, they are still obligated to support her from their father’s estate according to the lifestyle she is accustomed to living, and if they do not, she may use the field to supplement what they give her. They said to him: But Rabbi Yoḥanan did not say so. He said to them: Go and give her all she requires, and if not, I will remove for you Rabbi Yoḥanan from your ears, i.e., I will treat you so harshly that you will forget Rabbi Yoḥanan’s ruling. They approached Rabbi Yoḥanan to complain, but he said to them: What can I do? I cannot impose my opinion, as a man equal to me disagrees with me.

[368] Rabbi Abbahu said: This matter was explained to me personally by Rabbi Yoḥanan. All depends on the husband’s description of the land. If he said that he is giving her land for her sustenance, he has thereby increased the sources of sustenance available to her. He will continue to provide her sustenance, but if that amount is insufficient he has also set aside an area of land specifically for that purpose. However, if he said to her that he is designating the land as her sustenance, he has thereby fixed this plot of land as the only source of sustenance available to her, and she can take no more.

## Chapter 5

[1] MISHNA: Although they said as a principle that a virgin collects two hundred dinars as payment for her marriage contract and that a widow collects one hundred dinars, if the husband wishes to add even an additional ten thousand dinars, he may add it. If she is then widowed or divorced, whether from betrothal or whether from marriage, she collects the entire amount, including the additional sum. Rabbi Elazar ben Azarya says: If she is widowed or divorced from marriage, she collects the total amount, but if she is widowed or divorced from betrothal, a virgin collects two hundred dinars and a widow one hundred dinars. This is because he wrote the additional amount for her in the marriage contract only in order to marry her.

[2] Rabbi Yehuda says a related halakha with regard to the marriage contract: If he wishes, he may write for a virgin a document for two hundred dinars as is fitting for her, and she may then write a receipt stating: I received one hundred dinars from you. Even though she has not actually received the money, the receipt serves as a means for her to waive half of the amount due to her for her marriage contract. According to Rabbi Yehuda, the financial commitment in the marriage contract is a right due to the wife, which she may waive if she chooses to do so. And similarly, for a widow he may write one hundred dinars in the contract and she may write a receipt stating: I received from you fifty dinars. However, Rabbi Meir says: It is prohibited to do this, as anyone who reduces the amount of the marriage contract to less than than two hundred dinars for a virgin or one hundred dinars for a widow, this marital relationship amounts to licentious sexual relations because it is as if he did not write any marriage contract at all.

[3] GEMARA: The mishna states that if he wishes to add to the obligation in the marriage contract, he may do so. The Gemara asks: Isn’t it obvious that if he wishes to add he may do so? The Gemara explains: Lest you say that the Sages instituted a fixed ceiling on the amount one may designate in the marriage contract, in order not to embarrass one who does not have sufficient funds, the mishna therefore teaches us that the Sages were not specific about this. If he wishes to add to the amount, he may do so.

[4] § The mishna states that if he wishes to add even ten thousand dinars to the marriage contract, he may do so. The Gemara comments: It does not teach: He wishes to write for her, rather: He wishes to add. This language indicates that the additional sum he wrote is added to the marriage contract itself, as opposed to being an independent obligation. This supports the opinion of Rabbi Aivu, who said what Rabbi Yannai said, as Rabbi Aivu said that Rabbi Yannai said: The stipulation in the marriage contract as well as additional amounts he chooses to add to the contract are comparable to the marriage contract itself.

[5] This principle produces a practical difference with regard to many issues. It is relevant to one who sells her marriage contract, indicating that such a sale includes the additional sum of the marriage contract; and to one who waives her marriage contract to her husband or his heirs, teaching that the additional sum is included in this relinquishing of rights to payment of the contract; and to a rebellious woman, from whom the court deducts a specific amount from her marriage contract each week until there is nothing left. These deductions come from the additional sum as well.

[6] And this principle also results in a practical difference to one who vitiates her marriage contract, as one who states that she received part of the payment for her marriage contract does not receive the remainder without taking an oath, and the additional sum is included in this halakha; to one who demands payment for her marriage contract, as the Sages ruled that from the time she begins to demand the payment she waives her right to further sustenance, and this applies with regard to one who demands the additional sum as well; and to one who violates the precepts of halakha or of Jewish custom, who may be divorced without receiving payment for her marriage contract, including the additional sum.

[7] It is also relevant to an increase in value, as she does not collect the main or additional sums from the increased value of the property in a case where the husband’s estate was not sufficient at the time of his death to pay the entire cost of her marriage contract but the heirs later increased the value of the property; to an oath, because if the wife is required to take an oath in order to receive her marriage contract, the additional sum is also included in that oath; and to the Sabbatical Year, as the marriage contract is not annulled with other debts in the Sabbatical Year, and this includes the additional sum as well.

[8] And with regard to one who writes a document transferring all of his property to his sons and leaves his wife a specific plot of land for her marriage contract, this teaches that she receives both the main and the additional sums of her contract only from that land. The aforementioned halakha also teaches that she collects the payment only from land, and specifically from land of inferior quality; and that a widow loses her ability to collect the main and additional sums as long as she is in her father’s home for more than twenty-five years after her husband’s death; and the principle also applies to the stipulation in the marriage contract that the male offspring inherit their mother’s dowry when her husband passes away in addition to the inheritance they receive together with their other brothers. These halakhot apply equally to the additional sum of the marriage contract.

[9] § It was stated that there was a debate among the Sages with regard to the stipulation in the marriage contract that the male offspring inherit the sum stipulated in their mother’s marriage contract. The Sages of Pumbedita say: It is not seized from liened property that has been sold by the father. This is because we learned in a mishna (52b) that the text of the stipulation is: They will inherit the money set aside for their mother’s marriage contract. From this phrase it is clear that the

stipulation follows the halakhot of inheritance, and therefore their inheritance can be taken only from property in the father’s possession at the time of his death, but not from property that he had sold.

[10] The residents of Mata Meḥasya say: It is seized from liened property that has been sold. Their tradition is that the mishna states that the text of the stipulation is: They will take the money set aside for their mother’s marriage contract. It is as if the husband transferred this property to the sons, and as their acquisition precedes those of the other buyers, they may seize the sold property from the buyers. The Gemara concludes that the halakha is that it is not seized from liened property that has been sold, as the mishna states: They will inherit.

[11] There is another dispute between the Sages of Pumbedita and the residents of Mata Meḥasya, with regard to one who set aside payment for his wife’s marriage contract from movable property, and these objects are in their pure, unadulterated state at the time of the execution of the marriage contract after the husband’s death. In this case, all agree that the widow may take them without an oath that confirms that her husband did not leave her any other money for the payment of her marriage contract, as it is clear that he set aside these objects for that purpose.

[12] However, if the movable objects are not in their pure, unadulterated state, e.g., they were lost, the Sages of Pumbedita say that she takes the payment for her marriage contract from other property, as all of the husband’s property is liened to the marriage contract without an oath. The residents of Mata Meḥasya say she takes her payment only with an oath, because of a concern that she may have already received other property as payment for her marriage contract. And the halakha is that she may take it without an oath, in accordance with the opinion of the Sages of Pumbedita.

[13] If he set aside land for her, which he demarcated on all four of its borders, she seizes the land without an oath. If he demarcated it on only one border, which is not as clear an indication, the Sages of Pumbedita say she takes it without an oath, and the residents of Mata Meḥasya say she takes it with an oath. And the halakha is that she takes it without an oath.

[14] Furthermore, they had a dispute in a case where someone told witnesses: Write and sign a deed of gift and give it to the intended recipient of the gift. In such a case, if the witnesses acquired it from him on behalf of the recipient by performing a formal act of acquisition, they do not need to consult with him again, as there can be no retraction after a formal acquisition. But if they did not acquire it from him, the Sages of Pumbedita say they do not need to consult with him again, and the residents of Mata Meḥasya say they must consult with him. And the halakha is that they must consult with him again.

[15] § The mishna states that Rabbi Elazar ben Azarya says that a woman who collects the payment for her marriage contract after marriage receives the main and additional sums, while one who collects it after betrothal receives only the main sum. It was stated: Rav and Rabbi Natan differed with regard to this issue. One said the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. And one said the halakha is not in accordance with the opinion of Rabbi Elazar ben Azarya.

[16] It may be concluded that Rabbi Natan is the one who said that the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya, as we have heard that Rabbi Natan follows the principle of assessing intention. Even if one did not make an explicit statement, the court assesses what his intention must have been and decides the halakha based on that assessment. It is clear that he follows this principle, as Rabbi Natan said that the halakha is in accordance with the opinion of Rabbi Shimon Shezuri in the case of an ill person in danger. If this person says: Write a bill of divorce for

my wife, that is understood as: Write it and give it to her, as his intention is to absolve her from the requirement of levirate marriage by means of the bill of divorce. Although he did not explicitly state this, Rabbi Natan holds that in such a situation the court assesses that this was the husband's intent and follows it.

[17] And the halakha is also in accordance with his opinion with regard to the teruma of the tithe from doubtfully tithed produce [demai]. Produce purchased from a common, uneducated person [am ha'aretz] is considered demai and by rabbinic law it is regarded as uncertain whether the seller separated tithes and teruma of the tithe from it. Rabbi Natan rules in accordance with Rabbi Shimon Shezuri's opinion in a case where, after one bought demai and separated teruma of the tithe, this teruma becomes mingled with the produce from which it was separated. If all of the produce were treated as actual teruma, the only solution would be to sell all of the produce to a priest at low cost, as he is the only one who may use it. Rabbi Shimon Shezuri, however, rules that in the case of demai, the owner may ask the fruit seller if he properly separated the tithes. If the seller responds that he did, the owner may rely on that, despite the fact that the seller is an am ha'aretz, as the Sages do not apply their decree in a case where it would cause significant financial loss.

[18] Having established that Rabbi Natan follows the principle of assessment, the Gemara asks: And does Rav not follow this principle of assessing intention? But it was stated that Rav and Shmuel disagreed about a specific case with regard to the gift of a person on his deathbed, in which it was also written that the gift was given with an act of acquisition. There is a rabbinic ordinance that one on his deathbed can effect the transfer of property without the ordinarily required act of acquisition, but in this case such an act was performed anyway. In the school of Rav, they say in the name of Rav: He had him ride on two horses, meaning that he gave him a gift with a document strengthened in two different ways. And Shmuel said: I do not know what to decide about it.

[19] The Gemara explains the two opinions: In the school of Rav, they say in the name of Rav: He had him ride on two horses, meaning that he performed the transfer in a manner that took advantage of two separate halakhot to strengthen its validity. In one aspect, it is similar to the gift of a healthy person, and in a different way it is similar to the gift of a person on his deathbed. Both of these aspects act to strengthen the transfer.

[20] On the one hand, it is similar to the gift of a healthy person in that if he arose from the bed and recovered he cannot retract it, since he performed a proper act of acquisition. On the other hand, it is like the gift of a person on his deathbed in that if he said: My loan, i.e., money owed to me, is transferred to so-and-so as a gift, his loan is in fact transferred to so-and-so. Although ordinarily ownership of a debt cannot be transferred without a formal transference of the promissory note, the verbal statement is sufficient to effect the transfer since this is a gift of a person on his deathbed.

[21] And Shmuel said: I do not know what to decide about it. Perhaps his performance of an act of acquisition indicates that he resolved to transfer it to him only with a bill of sale. And since his intention is that the sale not take effect until he also gives a bill of sale, the transfer does not take effect, as a bill of sale is not effective after the death of the owner.

[22] In any case, it has been established that Rav also follows the principle of assessing one's intention, which calls into question the conclusion that Rabbi Natan is the one who said that the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. Rather, the Gemara concludes: Both Rav

and Rabbi Natan follow the principle of assessing intention, and the debate can be explained in a different way.

[23] According to the one who says the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya, this works out well. According to the one who says the halakha is not in accordance with the opinion of Rabbi Elazar ben Azarya, here too, this is an assessment of his intention. Why did he give her the additional sum of the marriage contract? It was due to a sense of intimacy between them, as they were betrothed and were planning to get married. Since he did demonstrate a sense of intimacy with her, the assessment is that he intended to give her the additional sum.

[24] Rav Ḥanina, who was known for teaching biblical verses, sat before Rabbi Yannai and said: The halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. Rabbi Yannai said to him: Go out and read your verses outside. Your area of expertise is biblical verses, not halakha. What you said is incorrect and should not be said in the study hall, as the halakha is actually not in accordance with the opinion of Rabbi Elazar ben Azarya.

[25] Rav Yitzḥak bar Avdimi said in the name of our teacher, Rabbi Yehuda HaNasi: The halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. Rav Naḥman said that Shmuel said: The halakha is in accordance with the opinion of Rabbi Elazar ben Azarya.

[26] And Rav Naḥman also said his own statement: The halakha is not in accordance with the opinion of Rabbi Elazar ben Azarya. And the Sages of Neharde’a say in the name of Rav Naḥman: The halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. The Gemara comments: And although Rav Naḥman cursed them and said: Any judge who rules in accordance with the opinion of Rabbi Elazar ben Azarya, such and such unspecified misfortune will happen to him, even so the halakha is in accordance with the opinion of Rabbi Elazar ben Azarya. Since the Gemara presented a number of different opinions, it concludes: And the practical halakha is in accordance with the opinion of Rabbi Elazar ben Azarya.

[27] § Since the practical halakha is that a woman who was divorced or widowed after betrothal receives the main sum of her marriage contract but not the additional sum, Ravin asks: What is the halakha with regard to a woman who entered the wedding canopy and is then widowed or divorced without having had sexual intercourse? Does the affection manifest in the wedding effect the marriage, and therefore she receives the additional sum as a married woman? Or, is it the affection manifest in the intercourse that effects the marriage, and consequently this woman is no different than a betrothed woman for the purpose of this halakha?

[28] Come and hear that Rav Yosef taught the following baraita: He wrote the additional sum in the marriage contract for her only on account of the affection characteristic of the first night of the marriage. The Gemara asks: Granted, if you say that the affection manifest in the wedding effects the marriage, this is why it says the affection characteristic of the first night, as the wedding ceremony is performed on the first night only. But if you say that the affection manifest in the intercourse effects the marriage, is there intercourse only on the first night and then from this point forward there is none? Consequently, the baraita implies that the affection manifest in the wedding effects the marriage, and from that point on she is entitled to the additional sum of the marriage contract.

[29] The Gemara rejects this proof: But rather, what is the advantage of interpreting the expression: Affection characteristic of the first night, as a reference to the wedding? Is there a wedding only at night and not during the day? The Gemara responds: And according to your reasoning, is there

intercourse only at night and not during the day? Didn’t Rava say that although the Sages generally prohibited engaging in intercourse during the day, if it was in a dark house it is permitted? The Gemara rejects this question: This is not difficult. By employing this phrase, it teaches us the ordinary mode of behavior, i.e., that intercourse generally takes place at night.

[30] Rather, the opinion that the expression is a reference to the wedding is difficult, as a wedding does not have to take place at night. The Gemara responds: The wedding reference is also not difficult, since a reference to a wedding without specification means a wedding that takes place in order to lead directly to intercourse. By using this phrase, it similarly teaches us the ordinary mode of behavior, i.e., that intercourse generally takes place at night. Consequently, this baraita cannot be used as a proof for either possibility.

[31] Rav Ashi asks a question similar to Ravin’s: If the bride entered the wedding canopy and began menstruating, and the husband then died without ever engaging in intercourse with his wife, what is the halakha with regard to the additional sum of the marriage contract? If you say that the affection manifest in the wedding effects the marriage, does this refer specifically to a wedding in which the couple is fit to engage in intercourse, which involves greater affection, and a wedding in which the couple is not fit to engage in intercourse does not effect the marriage? Or, perhaps it is not different. The Sages could not answer this, so the question shall stand unresolved.

[32] § The mishna states: Rabbi Yehuda says: If he wishes, he may write a marriage contract for a virgin for two hundred dinars, and she may then write a receipt as if he had paid part of that sum. They ask: And did Rabbi Yehuda hold that one writes a receipt for partial payment of a debt? But didn’t we learn in a mishna (Bava Batra 170b): In the case of one who repaid part of his debt, Rabbi Yehuda says: He should exchange the original promissory note for a new one that states the amount still owed, and Rabbi Yosei says: The lender should write him a receipt for the money he received? According to Rabbi Yehuda, a new note is preferable to a receipt because if the borrower loses the receipt, the lender is still in possession of a promissory note for the full amount and can collect a second time.

[33] Rabbi Yirmeya said: In the mishna, Rabbi Yehuda is referring to a case where the receipt is written within the marriage contract itself and not as a separate document. The husband is therefore not required to hold on to a receipt, and consequently Rabbi Yehuda’s restriction against writing a receipt is not necessary.

[34] Abaye said: Even if you say that the mishna is referring to a case where the receipt is not written within it, it is logical that Rabbi Yehuda would make an exception in this case. Granted, there, in an ordinary case of a receipt, it is certain that the borrower repaid part of the loan, and consequently there is concern that perhaps he will lose the receipt and the lender will take out the promissory note and return and collect the entire payment again. But here, in the mishna, did the husband definitely give the wife part of the payment for the marriage contract? The receipt merely amounts to something she said to him in order to waive part of the payment, although she did not actually receive it. If he saved the receipt, he saved it; if he did not save it, it is he himself who will lose. Therefore, in this case, Rabbi Yehuda agrees that one writes a receipt.

[35] They ask: Granted, it is understandable why Abaye did not say his explanation in accordance with the opinion of Rabbi Yirmeya, as the mishna does not teach explicitly that the receipt is written within the marriage contract. However, what is the reason that Rabbi Yirmeya did not say an

explanation in accordance with the opinion of Abaye? Why does Rabbi Yirmeya limit the mishna to a case where the receipt was written within the marriage contract? The Gemara responds: Although this is an unusual case, as there is no concern that the receipt may be lost, there is nevertheless a rabbinic decree with regard to this receipt due to the typical case of receipts. Therefore, Rabbi Yehuda would not allow a receipt unless it was written into the marriage contract itself.

[36] With regard to the crux of the issue, the Gemara notes: The reason that Rabbi Yehuda holds that the wife can waive part of the main sum of her marriage contract is specifically because she wrote him a receipt. However, if she said it verbally, no, it is not effective, even according to Rabbi Yehuda. The Gemara asks: Why not? This is a monetary matter, and we have heard that Rabbi Yehuda said: With regard to monetary matters in which someone makes a verbal stipulation, his stipulation stands.

[37] This is as it is taught in the Tosefta (Kiddushin 3:7): In the case of one who says to a woman: You are hereby betrothed to me on the condition that you have no ability to claim from me food, clothing, or conjugal rights, she is betrothed and his stipulation is void; this is the statement of Rabbi Meir. Rabbi Yehuda says: With regard to monetary matters, such as food and clothing, his stipulation stands; therefore, if she verbally waives part of the marriage contract, and thereby makes a stipulation about a monetary matter, it should be effective.

[38] The Gemara answers: Rabbi Yehuda holds: The marriage contract is a rabbinic law, and the Sages reinforced their pronouncements with greater force than Torah law. Therefore, if the wife waives part of the main sum of the marriage contract, Rabbi Yehuda holds that her declaration has no force unless it is written down. However, a Torah obligation, such as food and clothing, does not require this reinforcement, and consequently the wife may waive it with a verbal stipulation.

[39] The Gemara challenges this answer: The husband’s entitlement to the produce of his wife’s property is a rabbinic decree, and nevertheless the Sages did not reinforce his rights to them, as we learned in a mishna (83a): Rabbi Yehuda says: Even if the husband wrote that he waived his rights to the produce of his wife’s property, he may actually consume the produce of the produce of her property, meaning that he could invest the produce in additional property, which would also belong to his wife, but he would consume its produce. This applies unless he explicitly writes to her: I do not have any claim to your property, its produce, or the produce of its produce, forever.

[40] And we maintain on this issue: What is the meaning of: Writes? It means: Says. In order to relinquish one’s claim to produce of the produce of his wife’s property, he does not necessarily need to write this in a document; it is sufficient to say it verbally in front of witnesses. It seems, therefore, that Rabbi Yehuda holds that a verbal stipulation is sufficient for a monetary matter of rabbinic law.

[41] Abaye said: There is a distinction between the two cases. Every married woman has a marriage contract, but not all husbands have the right to produce, as not every woman brings property with her into the marriage. Therefore, in relation to a common matter, such as a marriage contract, the Sages reinforced their pronouncements about it by insisting that any stipulations to change the terms must be in writing. However, with regard to an uncommon matter, such as the produce of property, the Sages did not reinforce their pronouncements about it, and a verbal declaration is sufficient.

[42] The Gemara challenges this answer: But with regard to the halakha of donkey drivers, which is a common matter, Rabbi Yehuda does not hold that the Sages reinforced their pronouncements about it.

[43] This is as we learned in a mishna (Demai 4:7): In the case of donkey drivers who entered a city to sell their wares, and one of them said: My produce is from the new crop and is still moist and not as good, but my associate's produce is from the old crop, or he said: Mine is not fit for use, i.e., tithes have not been separated, but my associate's produce is fit for use, the drivers are not afforded credibility. There is a suspicion that they may be lying. They may have an arrangement between them where one will make this statement in one city and in the next city they will alternate, in order to appear credible, so that one will always be able to sell his wares. Rabbi Yehuda says: They are deemed credible. This indicates that Rabbi Yehuda holds that a verbal stipulation is sufficient even for a common monetary matter of rabbinic law.

[44] Abaye said: There is a distinction between the cases. With regard to a certain matter involving a rabbinic decree, such as the main sum of the marriage contract, the Sages reinforced their pronouncements, but with regard to an uncertain matter involving a rabbinic decree, such as the case of the donkey drivers, the Sages did not reinforce their pronouncements. Rava said: The Sages did not reinforce their pronouncements in the case of the donkey drivers because, in general, they were lenient about questions concerning the prohibition of doubtfully tithed produce [demai], since the halakha of demai is itself a stringency, as most amei ha'aretz separate tithes from their produce.

[45] § The mishna says: Rabbi Meir says: In the case of anyone who reduces the amount of the marriage contract to less than two hundred dinars for a virgin or one hundred dinars for a widow, this marriage amounts to licentious sexual intercourse. The Gemara makes an inference from the language of the mishna: The phrase: Anyone who reduces the amount of the marriage contract, means even if he made a stipulation and she agreed. Apparently, Rabbi Meir held that his stipulation in this case is void and she has the ability to collect the entire amount set by the Sages, but nevertheless since he said to her: You have only one hundred dinars, she does not rely on the marriage contract and does not see it as a true marriage, and therefore the intercourse becomes licentious sexual intercourse.

[46] But we have heard that Rabbi Meir said that anyone who stipulates counter to that which is written in the Torah, his stipulation is void. This implies that if someone makes a stipulation on a rabbinic law his stipulation does stand, and therefore there is still a question as to why the stipulation about the marriage contract is void, as a marriage contract is a rabbinic ordinance. The Gemara responds: Rabbi Meir holds that a marriage contract is a requirement of Torah law. Consequently, if one made a stipulation to reduce the amount of the marriage contract, this is a stipulation counter to that which is written in the Torah, and it is void.

[47] It is taught in a baraita: Rabbi Meir says: In the case of anyone who reduces the amount of the marriage contract to lower than two hundred dinars for a virgin or one hundred dinars for a widow, this marriage amounts to licentious sexual intercourse. Rabbi Yosei says: One is permitted to reduce the amount by making a verbal stipulation, provided the wife agrees. Rabbi Yehuda says: If one wishes, he may write for a virgin a document for two hundred dinars, and she may write him a receipt stating: I received one hundred dinars from you. And similarly, for a widow one may write one hundred dinars and she may write for him: I received fifty dinars from you.

[48] The Gemara asks: And does Rabbi Yosei actually hold that he is permitted to reduce the amount? The Gemara raises a contradiction based on a baraita: Collection of a woman's marriage contract may not be made dependent upon movable property. This is a rabbinic decree enacted for the

betterment of the world. Rabbi Yosei said: What betterment of the world is accomplished by this decree? The price of the movable property is not fixed, and therefore it might become devalued.

[49] The Gemara analyzes the text of the baraita: The first tanna also said: A marriage contract may not be made dependent on movable property. What is Rabbi Yosei's disagreement with him? Rather, is it not that this is what the first tanna said: In what case is this statement said? In a case where one did not provide a guarantee for the movable property. But if one did provide a guarantee, the marriage contract may be made dependent on it. And Rabbi Yosei comes to say: Even if one provided a guarantee, why can the marriage contract be made dependent on it? The price is not fixed, and it may become devalued.

[50] Now that the meaning of the baraita has been clarified, the Gemara asks: Just as there, in the case of movable property, where perhaps it will be devalued, Rabbi Yosei is concerned that the wife might not receive the full value of her marriage contract, here, where it will definitely be devalued, is it not all the more so clear that he would be concerned? The Gemara responds: How can these cases be compared? There, she does not know if her marriage contract will be devalued, and there is no reason to suppose that she will waive his obligation to her. But here, she knows and she waived it.

[51] The Gemara relates: The sister of Rami bar Ḥama was married to Rav Avya.

[52] Her marriage contract was lost, and the woman and her husband came before Rav Yosef to ask what they should do. He said to them: This is what Rav Yehuda said that Shmuel said: That ruling, that if someone reduces his wife's marriage contract by even a small amount, their marriage amounts to licentious sexual intercourse, is the statement of Rabbi Meir. According to that opinion, the husband and wife were forbidden to each other because she was not in possession of a valid marriage contract.

[53] But the Rabbis say: Since the woman relies on the fact that she will eventually collect payment for her marriage contract, a man may maintain his wife for as long as two or three years without a written marriage contract. There is no urgent need to write a new one, since the husband's obligation remains intact. Abaye said to him: But didn't Rav Naḥman say that Shmuel said that the halakha is in accordance with the opinion of Rabbi Meir with regard to all of his decrees? Since Rabbi Meir's statement about marriage contracts was a form of decree, the halakha should be in accordance with his opinion. Rav Yosef responded: If so, go and write her a new marriage contract.

[54] § The Gemara relates that when Rav Dimi came from Eretz Yisrael to Babylonia, he said that Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of bar Kappara: This dispute between Rabbi Yehuda and Rabbi Yosei concerning whether one may make a verbal stipulation with a woman to reduce her marriage contract is referring only to the beginning of the process. But with regard to the end, all agree that she cannot waive her rights by verbal confirmation alone, and she must instead write a receipt. And Rabbi Yoḥanan said: Both in this case and in that case there is a dispute. Rabbi Abbahu said: This was explained to me personally by Rabbi Yoḥanan himself, who said: Rabbi Yehoshua ben Levi and I do not actually disagree with one another. We merely used different language to express the same halakha.

[55] What is the meaning of the term: To the beginning, which Rabbi Yehoshua ben Levi said? It is referring to the beginning of the wedding ceremony. And what is meant by the end? It is referring to the end of intercourse; Rabbi Yehoshua ben Levi's opinion is that after the marriage has been consummated, Rabbi Yehuda and Rabbi Yosei agree that the wife cannot relinquish her rights

verbally. And when I said that both in this case and in that case there is a dispute, I was referring to the beginning of the wedding ceremony and the end of the wedding ceremony, which is also the beginning of the time designated for intercourse. Consequently, according to Rav Dimi, Rabbi Yehoshua ben Levi and Rabbi Yoḥanan agree that the dispute between Rabbi Yehuda and Rabbi Yosei applies only until the consummation of the marriage. After that point, all agree that she cannot waive her rights verbally.

[56] When Ravin came from Eretz Yisrael, he reported this matter differently than Rav Dimi did: Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of bar Kappara: This dispute is referring only to the end of the process, but with regard to the beginning, all agree that she can waive her rights verbally. And Rabbi Yoḥanan said: Both in this case and in that case there is a dispute. Rabbi Abbahu said: This was explained to me personally by Rabbi Yoḥanan himself, who said: I and Rabbi Yehoshua ben Levi do not disagree with one another. What is the meaning of: The end, which Rabbi Yehoshua ben Levi said? The end of the wedding ceremony. And what is the meaning of the beginning? The beginning of the wedding ceremony. And when I said that both in this case and in that case there is a dispute, I was referring to the beginning of intercourse and the end of intercourse.

[57] Consequently, according to Ravin, Rabbi Yehoshua ben Levi and Rabbi Yoḥanan agree that at the time of the wedding ceremony the wife can verbally waive her rights, and the dispute of the tanna'im is referring to the time after the ceremony, which is also the beginning of the time for consummation of the marriage. Rav Pappa said: Had Rabbi Abbahu not said: This was explained to me personally by Rabbi Yoḥanan himself, that I, i.e. Rabbi Yoḥanan, and Rabbi Yehoshua ben Levi do not disagree with one another, I, i.e., Rav Pappa, would have said that the way to understand the various texts is that Rabbi Yoḥanan and Rabbi Yehoshua ben Levi do disagree with one another, whereas Rav Dimi and Ravin do not disagree with one another, but rather they both cited the same tradition from Eretz Yisrael.

[58] I would have explained it in the following manner: What is the meaning of the word end, which Ravin said? It is referring to the end of the wedding ceremony. And what is the meaning of the word beginning, which Rav Dimi said? It is referring to the beginning of the time designated for intercourse, which begins at the end of the wedding ceremony. It would then follow that Rabbi Yehoshua ben Levi and Rabbi Yoḥanan disagreed about the explanation of the dispute between Rabbi Yehuda and Rabbi Yosei, whereas Rav Dimi and Ravin both said the same thing.

[59] What is Rav Pappa teaching us? Since he accepts Rabbi Abbahu's statement, he acknowledges that his alternate way of reading the sources is not correct. What, then, is the point of telling us that he would have explained Rabbi Yehoshua ben Levi's and Rabbi Yoḥanan's words differently?

[60] The Gemara explains: It teaches us this: If we were discussing the meaning of an amoraic dispute about which we have different traditions, it is better to explain that two amora'im disagree with regard to their own reasons and not that two amora'im disagree according to the opinion of another amora, as it is more plausible to say that there is a dispute about logical reasoning than that there is a dispute about the correct transmission of a halakhic tradition. Consequently, had Rabbi Abbahu not declared that he was told otherwise by Rabbi Yoḥanan, it would have been preferable to explain that there is a logical dispute between Rabbi Yehoshua ben Levi and Rabbi Yoḥanan, rather than saying that the dispute is about the details of the tradition received by Rav Dimi and Ravin.

61 MISHNA: One gives a virgin twelve months from the time the husband asked to marry her after having betrothed her, in order to prepare herself with clothes and jewelry for the marriage. And just as one gives a woman this amount of time, so too does one give a man an equivalent period of time to prepare himself, as he too needs time to prepare for the marriage. However, in the case of a widow, who already has items available from her previous marriage, she is given only thirty days to prepare. If the appointed time for the wedding arrived and they did not get married due to some delay on the part of the husband, then the woman may partake of his food. And if her husband is a priest, she may partake of teruma, even if she is an Israelite woman.

62 The tanna'im disagree about the permission granted to a priest to sustain his betrothed with teruma before she is married to him. Rabbi Tarfon says: He may give her all of her required sustenance from teruma. During her periods of impurity, e.g., menstruation, when she cannot partake of teruma, she may sell the teruma to a priest and use the proceeds to buy non-sacred food. Rabbi Akiva says: He must give her half of her needs from non-sacred food and half may be from teruma, so that she can eat from the non-sacred food when she is ritually impure.

63 The mishna continues: A priest who is a yavam, i.e., his brother died childless after betrothing a woman, does not enable his yevama to partake of teruma by virtue of her relationship with him. If she had completed six months of the twelve-month wait for marriage under the aegis of the husband, and then he died, and she waited six more months under the aegis of the yavam; or even if she completed all of the necessary time under the aegis of the husband except for one day that she was under the aegis of the yavam; or if she completed all of the necessary time under the aegis of the yavam except for one day that she was under the aegis of the husband, she still may not partake of teruma.

64 This set of rulings, concerning the permission granted a betrothed woman whose wedding date has arrived to partake of teruma, is in accordance with the initial version of the mishna. However, a court that convened after them, in a later generation, said:

65 A woman may not partake of teruma until she has actually entered the wedding canopy.

66 GEMARA: The Gemara asks: From where are these matters derived, that a virgin is given twelve months to prepare for her wedding? Rav Ḥisda said it is based on the fact that the verse states with regard to Rebecca: "And her brother and mother said: Let the damsel abide with us for days, or ten" (Genesis 24:55).

67 The Gemara first analyzes the language of the verse: What is the meaning of "days"? If we say two days, the minimum number justifying the use of the plural, does a person really speak like this? Rebecca's relatives said to Abraham's servant that they wanted her to stay for two days, after which he said to them no, as he did not want to wait even that long. If so, is it possible that after that they said to him that they wanted her to stay for ten days? Consequently, it is impossible to explain the word "days" as two days and "ten" as ten days. Rather, what is the meaning of "days"? It means: A year, as it is written: "For days he shall have redemption" (Leviticus 25:29), and there it is explained that "days" is referring to a year. Consequently, in the verse "And her brother and mother said: Let the damsel abide with us for days, or ten" (Genesis 24:55), "days" refers to a year, and "ten" refers to a shorter period of similar magnitude, i.e. ten months, in order to prepare for her wedding.

68 The Gemara asks: And let us say that "days" means a month, as it is written: "But a whole month of days" (Numbers 11:20), and the verse about Rebecca might then have meant that her family

wanted to wait for a month, or at least for ten days. They say: One derives the meaning of an unspecified use of the term “days” from another unspecified instance of the term “days,” which means a year. And one does not derive the meaning of an unspecified use of the term “days” from an instance of the term “days,” about which the term “month” is stated. Consequently, it can be derived from the verse that the ordinary amount of time required for a virgin to prepare for marriage is twelve months.

69 § Rabbi Zeira said: It was taught in the Tosefta (Ketubot 5:1) with regard to a minor girl: Either she or her father may delay the wedding until she has reached majority. The Gemara asks: Granted, she, the girl herself, may delay the wedding if she feels she is not ready, as she is the one who will be directly affected, but why should her father be allowed to delay her wedding? If it is suitable for her to get married, what difference does it make to her father? The Gemara answers: He thinks: Perhaps she agrees to get married now because she does not fully know what she is doing. But tomorrow, she will realize the marriage was a mistake, rebel, and leave her husband, and then she will come back and become a burden to me. Therefore, her father prefers that she wait until she has reached majority and marry when she is completely aware of what is involved.

70 Rabbi Abba bar Levi said: One may not finalize an agreement to marry a minor girl in order to marry her while she is still a minor, but one may finalize an agreement to marry a minor girl in order to marry her when she becomes an adult woman. With regard to the latter halakha, the Gemara asks: Isn’t that obvious? If he will marry her when she becomes an adult woman, there is nothing unusual about this case. The Gemara answers: Lest you say that one should be concerned that she might become afraid of marriage from making plans now, and this will cause her resolve to weaken, and then even when she becomes an adult she will maintain reservations about the matter, Rabbi Abba bar Levi therefore teaches us that one need not be concerned about this. One may finalize an agreement to marry her as an adult even when she is a minor girl.

71 § Rav Huna said: If she has reached her majority, even for just one day, and then she is betrothed, she is given her thirty days to prepare for her wedding, like a widow, since prior to reaching adulthood she presumably had already prepared everything needed for her marriage. The Gemara raises an objection from a baraita: If she grew up, she is similar to a betrothed woman who has been asked to marry her betrothed. What, is it not that she is similar to a virgin who has been asked to marry, and she has twelve months to prepare? The Gemara answers: No, it means that she is similar to a widow who has been asked to marry her betrothed, who gets only thirty days to prepare. Only young women who have not reached majority and who are virgins get a year to prepare; after majority, all women, regardless of whether they are virgins, get thirty days.

72 The Gemara attempts another refutation of Rav Huna’s statement: Come and hear a proof from a mishna (Nedarim 73b): If a grown woman waited twelve months since betrothal and is still not married, Rabbi Eliezer says: Since her husband is obligated to provide for her sustenance, he may also nullify her vows (see Numbers, chapter 30). It can be inferred from this that the waiting period for a grown woman is also twelve months. The Gemara responds by emending the text of the mishna: Say that if a grown woman waited thirty days or a young woman waited twelve months, Rabbi Eliezer says: Since her husband is obligated to provide for her sustenance, he may nullify her vows.

73 The Gemara attempts another refutation of Rav Huna’s statement: Come and hear a baraita: If someone betrothed a virgin, whether the husband asks to marry her and she delays the process

because she says that she requires more time or whether she asks to marry him and the husband delays the process because he is not yet ready, she is given twelve months from the time the request was issued but not from the time of the betrothal, even if that was much earlier, and a grown woman is similar to one who has been asked to marry. How is this so? If she has reached her majority for one day, and she is then betrothed, she is given twelve months from the day of her betrothal, because it is the same as the day of her majority. One who was already a betrothed woman when she reached majority is given thirty days. Therefore, the refutation of the opinion of Rav Huna is a conclusive refutation.

74 The Gemara asks: What is meant by the words: And one who was already a betrothed woman is given thirty days? Rav Pappa said: This is what it is saying: With regard to a grown woman who has been an adult for twelve months and is then betrothed, she is given thirty days, like a widow, and not another twelve months.

75 § The mishna states: If the appointed time for the wedding arrived and they did not get married, she may partake of teruma. Ulla said: By Torah law, the daughter of a non-priest betrothed to a priest may partake of teruma immediately, even before the wedding date arrives, as it is stated: “If a priest buy any soul, the acquisition of his money, he may eat of it” (Leviticus 22:11), and this woman is also an acquisition of his money through the betrothal. Therefore, she is entitled to partake of teruma. What, then, is the reason the Sages said that she may not partake? It is lest someone pour her a cup of teruma wine while she is in her father’s house. Although she may drink it as the betrothed of a priest, since she is still living in her father’s house there is a concern that she will give her brother or sister to drink from the wine, which is prohibited, as they are non-priests.

76 The Gemara asks: If so, then if the time arrived and they did not get married, there should also be concern that she might give it to members of her family, as she is still in her father’s house. Why, then, does the mishna say that she is permitted to partake of teruma at that time? The Gemara answers: There, after the time for the wedding has arrived, he designates a specific place for her. Since her husband is obligated to provide for her sustenance, he will want to ensure that she receives her food in a particular place so that she not use it to feed her family. This mitigates the concern that she may inadvertently give it to her brother or sister to drink.

77 The Gemara asks: However, if that is so, then the halakha should also be that a gleaner who is a priest and is employed by an Israelite may not partake of teruma, lest the other members of the household come to eat with him from the teruma. The Gemara rejects this: Now, even though the members of the Israelite household feed the priest from their food, as he is their employee, would they eat from his food? They would not. Therefore, there is no reason for concern and no reason to prohibit him from eating teruma. This is Ulla’s opinion.

78 However, Rav Shmuel bar Rav Yehuda said: The reason for the rabbinic decree is due to abrogation [simfon], cancellation of the contract. It may become known after the betrothal that she has blemishes that can retroactively annul the betrothal, and it would then become apparent that she had partaken of teruma unlawfully.

79 The Gemara asks: If so, if the rabbinic decree that prohibits a woman betrothed to a priest from partaking of teruma is due to concern for possible abrogation of the marriage, then a woman who entered the wedding canopy but has not yet engaged in sexual intercourse should also be prohibited from partaking of teruma, as the husband does not yet know whether she has blemishes. The Gemara

answers: There, in that situation, he investigates her through the agency of his female relatives and only then enters the wedding canopy. Consequently, there is no longer any concern about abrogation.

[80] The Gemara asks: However, if that is so, then according to this rationale, a priest's slave whom the priest purchased from an Israelite should not partake of teruma, due to concern of abrogation. Perhaps the priest will discover a defect in the slave, resulting in the retroactive cancellation of the acquisition and causing the slave to return to his Israelite master after he had mistakenly eaten teruma. The Gemara answers: There is no abrogation with regard to slaves, since no type of defect could cause the cancellation of the transaction. The reason for this is that if the defect is external, then he sees it at the point of sale and accepts it. And if the defect is internal, since he needs him for labor, concealed defects do not concern him. With regard to other types of defects, e.g., if he was discovered to be a thief or

[81] a gambler [kuvyustus], it has come to him, meaning that the seller has caught the buyer in a binding transaction, and he cannot annul the sale due to this kind of defect, as these characteristics are common in slaves. What is the halakha if it was discovered that the slave was an armed bandit or that the king had signed his death warrant, and there is a danger that the government will catch him and execute him? These are serious and uncommon defects that in principle could invalidate a sale. However, these defects generate publicity. In such unusual and severe circumstances, everyone is aware of them. Therefore, it is assumed that the buyer knew about them as well and nevertheless acquiesced to buy the slave. Consequently, there is no reason to revoke the sale of a slave.

[82] The Gemara asks: After all, according to this Sage, Ulla, and according to that Sage, Rav Shmuel bar Rav Yehuda, she may not partake of teruma, so what is the difference between them? The Gemara answers: The practical difference between them is in cases where he accepted, or he transferred or went. If the husband explicitly accepted her blemishes, there is no concern with regard to abrogation, but there is still a concern that she will give her family members teruma wine. Conversely, if the father transferred his daughter to the agents of the husband and entrusted her to their care, or if the father's own agents went with the girl and the agents of the husband, there is no longer concern that she might give her family members teruma, as she is not with them, but there is still a concern about abrogation.

[83] § The mishna states that there is a dispute with regard to how a priest must provide for the sustenance of his betrothed once the appointed time for the marriage arrives. Rabbi Tarfon says: He may give her everything from teruma. Rabbi Akiva says: He must give her half non-sacred food and half may be teruma. Abaye said: This dispute is referring to a daughter of a priest betrothed to a priest. But with regard to an Israelite woman who was betrothed to a priest, all agree that he must give her half non-sacred food and half may be teruma. A priest's daughter is familiar with the halakhot of teruma and knows how to handle it when she is ritually impure, but when an Israelite woman is not yet familiar with these procedures, there is concern that she might defile the teruma. Consequently, she is given some non-sacred food to use as well.

[84] And Abaye also said that this dispute is referring only to a betrothed woman whose wedding date has arrived, but with regard to a married woman, all agree that her husband must give her half of her needs from non-sacred food and half may be teruma, as it is not appropriate for his wife to have to go to the trouble of selling teruma in order to obtain non-sacred food.

[85] This is also taught in a baraita: Rabbi Tarfon says: He may give her everything from teruma, and Rabbi Akiva says: Half must be non-sacred food and half may be teruma. In what case is this statement said? With regard to a daughter of a priest betrothed to a priest. But with regard to an Israelite woman betrothed to a priest, all agree that she gets half non-sacred food and half may be teruma. In what case is this statement said? With regard to a betrothed woman, but with regard to a married woman, all agree that he must give half non-sacred food and half may be teruma.

[86] Rabbi Yehuda ben Beteira says: He need not give half and half, but rather he may give her two parts teruma and one part non-sacred food. Rabbi Yehuda says: He may give her all of it in teruma, but as the value of teruma is lower than that of non-sacred food, the amount must suffice so that when she sells teruma during the days when she is ritually impure, she can buy a sufficient quantity of non-sacred food with the money. Rabban Shimon ben Gamliel says: Wherever teruma is mentioned, he must give her double the amount that she would receive of non-sacred food, so that she will not have difficulty locating buyers for her teruma. Teruma is less popular and its price is significantly lower, since its use is restricted. But if she receives a large amount of teruma, she will be able to sell it at an even lower price and locate a buyer more easily.

[87] The Gemara asks: What is the difference between the opinions of Rabbi Yehuda and Rabban Shimon ben Gamliel? The Gemara answers: The practical difference between them is with regard to effort. According to Rabbi Yehuda, she must make an effort to find buyers who will provide her with enough non-sacred food for her needs, and consequently, according to him the husband must provide an amount of teruma that is equal in value to the amount of non-sacred food to which she is entitled. In contrast, Rabban Shimon ben Gamliel adds additional teruma to her allotment beyond this amount, so that she will not be forced to go to as much trouble to sell it.

[88] § The mishna states that a yavam does not enable the yevama to partake of teruma. The Gemara asks: What is the reason for this? The Merciful One states in the Torah: “The acquisition of his money” (Leviticus 22:11) may partake of teruma, but this woman is his brother’s acquisition and not his, since a yavam does not complete his marriage to the yevama until he consummates the marriage.

[89] § The mishna said that if she completed six months from the time of the request for marriage under the aegis of the husband and another six months under the aegis of the yavam, she may not partake of teruma. It then says that this is also true if she completed most of the year under the aegis of the husband, and then it says that this is also true if she completed most of the time under the aegis of the yavam. The Gemara asks: Now that you say that if she completed most of the time under the aegis of the husband this does not enable her to partake of teruma, is it necessary to say that the same is true if she spent most of the time under the aegis of the yavam? The Gemara answers: The tanna teaches the mishna employing the style: This, and it is unnecessary to say that, meaning that the cases are organized from the less obvious to the more obvious.

[90] § The mishna states that this ruling, that a woman betrothed to a priest may partake of teruma while she is still in her father’s house if the time for her wedding has arrived, is according to the initial version of the mishna. But that according to the final version, she may not partake of teruma until she has actually entered the wedding canopy. The Gemara asks: What is the reason for this later ruling? Ulla said, and some say that Rav Shmuel bar Yehuda said, that it is due to concern about abrogation, as the woman may have some blemish that will cause the annulment of the marriage, and it will then be clear that she consumed teruma unlawfully.

91 The Gemara comments: Granted, according to the opinion of Ulla, the first ruling that the Sages taught in the initial version of the mishna, namely that she may not partake of teruma in her father's house immediately after betrothal, is because Ulla was concerned lest someone pour her a cup of teruma wine while she would be in her father's house. And the latter ruling, that she may not partake of teruma until she actually enters the wedding canopy, even after the time for marriage arrives, is due to concern about abrogation. Consequently, there are two different reasons for the two different rulings.

92 However, according to Rav Shmuel bar Yehuda, the first ruling was due to abrogation and the latter ruling was also due to abrogation. If so, what is the difference between the reasoning of the initial version of the mishna and the decision of the court that convened after them?

93 The Gemara answers: The practical difference between them is with regard to superficial investigation, i.e., the investigation that could have been conducted on his behalf by his female relatives, which could have been only a superficial investigation. One Sage holds that superficial investigation is considered a valid investigation, and therefore once he requested to marry her and the marriage date arrived, there is no concern of a later abrogation, and one Sage holds that superficial investigation is not considered a valid investigation, and consequently there is still concern that when he consummates the marriage he will find some blemish on her and abrogate the marriage.

94 MISHNA: If one consecrates his wife's earnings, meaning anything she produces, such as thread that she spins from wool, which, according to the Sages' ordinance, belongs to her husband, she may work and sustain herself from her earnings, as the consecration is ineffective. However, there is a dispute with regard to the surplus, meaning any earnings she produces in excess of the amount she is required to produce for her husband. Rabbi Meir says: The surplus is consecrated property, and Rabbi Yoḥanan the Cobbler says: The surplus is also non-sacred.

95 GEMARA: Rav Huna said that Rav said: A woman may say to her husband: I will not be sustained by you and, in turn, I will not work, i.e., you will not keep my earnings. He holds that when the Sages instituted the various obligations and rights of a husband and wife, the husband's obligation to provide for the wife's sustenance was the primary one, and they then decreed that her earnings belong to him in return, due to concern about animosity. If he would be obligated to provide for her sustenance but she would be allowed to work and keep her earnings, he would resent her. Since her right to sustenance is the primary one, if she says: I will not be sustained by you and, in turn, I will not work, i.e., you will not keep my earnings, she has permission to do so. As the arrangement was established for her benefit, she may cancel it if it is not suitable for her.

96 The Gemara raises an objection from a baraita: They instituted the husband's responsibility for her sustenance in exchange for his right to her earnings. This indicates that the primary enactment is the husband's right to his wife's earnings, and the ordinance that requires him to provide her with sustenance comes as a result. According to this, the wife would not be allowed to waive the arrangement, contrary to Rav Huna's statement. The Gemara responds: Emend the text of the baraita and say instead: They instituted her earnings in exchange for the husband's responsibility for her sustenance.

97 The Gemara raises an objection: Let us say that the mishna supports Rav Huna's opinion, as it is taught: If one consecrates his wife's earnings, she may work and sustain herself from her earnings. What, is it not discussing a woman who is sustained by her husband, meaning that he is willing to

sustain her, although she relinquishes her right to sustenance in accordance with Rav Huna’s principle? Therefore, her earnings do not belong to him to consecrate. The Gemara answers: No, it is discussing a woman who is not sustained by her husband, as he does not have sufficient funds to sustain her. Consequently, there is no proof with regard to Rav Huna’s statement.

98 The Gemara asks: If it is discussing a woman who is not sustained, what is the purpose of stating that he may not consecrate her earnings? Even according to the one who says that a master can say to his slave: Work for me but I will not sustain you, this applies only to a Canaanite slave, about whom it is not written: “With you.” But with regard to a Hebrew slave about whom it is written: “It is good for him with you” (Deuteronomy 15:16), this does not apply, and the master must sustain him just as he sustains the members of his own household. And this is true all the more so with regard to his wife, as there is a specific obligation of sustenance. Consequently, if he does not do so, he certainly has no right to her earnings.

99 The Gemara answers: This halakha did not need to be stated, but the latter clause was necessary, as it contains a novelty with regard to the surplus: Rabbi Meir says that the surplus is consecrated property, and Rabbi Yoḥanan the Cobbler says it is non-sacred.

100 The Gemara comments: This opinion of Rav Huna disputes that of Reish Lakish, as Reish Lakish said: Do not say that the reason for the opinion of Rabbi Meir is that since he maintains that a person may consecrate an object that has not yet come into the world, the consecration can take effect even on her future earnings. Rather, say that the reason for the opinion of Rabbi Meir is that since he can compel her to produce her earnings for him, it is as if he had a certain legal claim to the products of her hands, i.e., her earnings. Consequently, he is considered as if he had said to her: Your hands are consecrated to the One Who made them, and the consecration can therefore take effect on something that already exists. Since Reish Lakish said that he may compel her to produce earnings for him, the implication is that she may not say: I will not be sustained and I will not work.

101 With regard to Reish Lakish’s statement, the Gemara asks: But he did not say this to her; rather, he said that he was consecrating her earnings. The Gemara answers: Since we heard that Rabbi Meir said: A person does not say things for naught, and according to this principle, when one says something that has no halakhic meaning, it is interpreted as if he had said something that does have halakhic relevance, he is considered as if he had said to her: Your hands are consecrated to the One Who made them.

102 The Gemara asks: Does Rabbi Meir hold that a person may not consecrate an object that has not yet come into the world? Isn’t it taught in a baraita that if a gentile says to a woman: You are hereby betrothed to me after I convert; or if she was a gentile and he said to her: You are hereby betrothed to me after you convert; or if he was a slave and said to her: After I am emancipated; or if she was a maidservant and he said to her: After you are emancipated; or if she was married and he said to her: After your husband dies; or if he was married to her sister and he said: After your sister dies, as at that point the betrothal could take effect; or if she was a widow waiting for her yavam and he said to her: After your yavam performs ḥalitza with you, Rabbi Meir says: If any of these cases occurred, she is betrothed. Apparently Rabbi Meir maintains that betrothal can take effect even on something that has not yet come into being.

103 The Gemara answers: Actually, from that baraita, one can learn that this is Rabbi Meir’s opinion, but Reish Lakish merely wanted to say that no inference is to be learned from this mishna, as it is

possible to explain Rabbi Meir’s words in another way, based on the principle that a person does not say things for naught.

[104] § The mishna states that with regard to the surplus, Rabbi Meir says: It is consecrated property. The Gemara asks: According to this opinion, when does the surplus amount become consecrated? Rav and Shmuel both said: The surplus is consecrated only after the woman’s death. Rav Adda bar Ahava said: The surplus is consecrated while she is still alive.

[105] Rav Pappa discussed it, as he was perplexed by this dispute: With regard to what do they argue? If we say that the husband provides for her sustenance and additionally provides her with a silver ma’a coin every week for the rest of her needs, as he is obligated to do (see 64b), then what is the reason for the opinion of the one who said it is consecrated only after her death? As the husband has fulfilled all of his obligations and is consequently the owner of his wife’s earnings, he should be capable of consecrating them.

[106] And if we rather say that he does not provide for her sustenance and does not provide her with a silver ma’a for her needs, and she must consequently support herself entirely, then what is the reason for the opinion of the one who said that it is consecrated in her lifetime? It is possible that at some point she will not find sufficient employment, and since her husband does not provide for her sustenance or her other needs, she will need the money for herself and there will not be any surplus at all.

[107] The Gemara answers: Actually, one must explain that they are discussing a situation where he provides for her sustenance, but does not provide her with a silver ma’a for her needs, and this is their dispute: Rav and Shmuel maintain that the main enactment was that they established

[108] sustenance in exchange for her earnings, and the silver ma’a coin that he must give her in exchange for the surplus that she continues to make beyond her quota. And since he does not give her a silver ma’a the surplus is hers, unless some of it is left after her death, in which case the husband inherits it. Rav Adda bar Ahava maintains that they established sustenance in exchange for the surplus, and a silver ma’a in exchange for her earnings. And since he provides her with sustenance, the surplus is his, and therefore the sanctity takes effect on it immediately when she produces the surplus.

[109] The Gemara asks: With regard to what do they disagree? The Gemara explains: One Sage, i.e., Rav and Shmuel, holds that they established something common in exchange for something common. Consequently, they established sustenance, which is common, in exchange for earnings, which are also common. And one Sage, Rav Adda bar Ahava, holds that they established something with a fixed amount in exchange for something with a fixed amount. Consequently, since a silver ma’a is a fixed amount and the quota of a woman’s earnings is also fixed, they established one in exchange for the other.

[110] The Gemara raises an objection to Rav Adda bar Ahava’s opinion from a baraita: They established sustenance in exchange for her earnings. Apparently, sustenance is not in exchange for the surplus. The Gemara answers by emending the text of the baraita: Say: They established sustenance in exchange for the surplus of her earnings.

[111] The Gemara attempts another proof from a mishna (64b): Come and hear: If he does not give her a silver ma’a for her needs, her earnings belong to her. This indicates that the earnings were

established in exchange for the silver ma’a, as Rav Adda bar Ahava contended. The Gemara rejects this by emending the text of the mishna: Say: The surplus of her earnings belongs to her. The Gemara challenges the emendation: But it is taught in the continuation of this mishna: What is the fixed amount that she must earn for him? She must spin the weight of five sela of threads of the warp in Judea, which is the equivalent of ten sela according to the measurements of the Galilee. This clause implies that the mishna is not discussing the surplus but rather the quota of her required earnings.

112 The Gemara answers: This is what it is saying: How much is the required amount of her earnings, so that one can know how much of what she produces constitutes the surplus, and to this the mishna replied: The weight of five sela of threads of the warp in Judea, which is the equivalent of ten sela according to the measurements of the Galilee.

113 § Shmuel said: The halakha is in accordance with the opinion of Rabbi Yoḥanan the Cobbler. A husband may not consecrate his wife’s earnings at all, as they have not yet come into being.

114 The Gemara asks: And did Shmuel actually say this? But didn’t we learn in a mishna (Nedarim 85a): If a woman said: What I make to feed you, i.e., what I earn for you, is forbidden like an offering [konam], the husband does not need to nullify this vow. She has a prior obligation to work for him, and therefore the konam cannot take effect on something that does not belong to her. Rabbi Akiva says: Even so, the husband should nullify the vow, lest she produce more earnings than is appropriate for him, and the konam will then take effect on the surplus amount. Rabbi Yoḥanan ben Nuri said: He should nullify the vow for a different reason, lest he divorce her. Since she rendered her earnings forbidden to him, she will be prohibited from remarrying him after her divorce, as it would then be impossible for him to avoid benefiting from his wife’s earnings.

115 And Shmuel said: The halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri, who maintains that the wife can render her future earnings prohibited to her husband before these earnings have come into being, with the prohibition to go into effect after she divorces. This would imply that Shmuel holds that it is possible to consecrate an object that has not yet come into the world, contrary to what Rabbi Yoḥanan the Cobbler said. The Gemara answers: When Shmuel said that the halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri, he was referring only to the surplus.

116 The Gemara asks: If so, let him say explicitly that the halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri with regard to the surplus, or alternatively, he should say that the halakha is not in accordance with the first tanna, or alternatively, he should simply say: The halakha is in accordance with Rabbi Akiva, who is concerned about the surplus amount.

117 Rather, explain it differently, as Rav Yosef said: Did you speak about konamot to prove your contention that one can consecrate objects that have not yet come into the world? Konamot are different, as they have a special status, since a person can prohibit another’s produce to himself. If one says to another: Your produce is konam to me, it is prohibited for him to eat that produce, although it does not belong to him and the prohibition will apply to it only when it reaches his domain. This indicates that a konam has unique power that enables a person to consecrate an object that has not yet come into the world, which according to Rabbi Yoḥanan the Cobbler is an exception to the principle. Consequently, Shmuel’s ruling in accordance with Rabbi Yoḥanan ben Nuri with regard to konamot is not relevant to his opinion on the issue of a wife’s earnings.

[118] Abaye said to him: This analogy cannot serve as a proof. Granted, a person can prohibit another's produce to himself, but this is possible because a person can prohibit his own produce to another. In both cases there is at least one aspect of the prohibition that is in his domain, either when he forbids another's produce to himself, or when he forbids produce in his own possession to others. However, one cannot prohibit an object that has not yet come into the world to another, since a person cannot prohibit another's produce to another. Just as he cannot make a konam and render prohibited to another person produce that is not in his possession, he also cannot render prohibited to another person produce that has not yet come into the world. If so, how can a woman render her earnings prohibited to her husband by a konam if those earnings have not yet come into the world?

[119] Rather, the Gemara rejects that explanation and instead explains as Rav Huna, son of Rav Yehoshua, said: The mishna does not refer to a case where she said: My earnings are konam to you, but rather to one when she says: My hands are consecrated to the One Who made them, and this konam can take effect because the hands do exist in the world.

[120] The Gemara asks: When she says this in such terms does it become consecrated? She is subjugated to her husband with regard to her earnings, so how can she consecrate that which is not hers? The Gemara answers: She says that the consecration will take effect when she will get divorced from her husband.

[121] The Gemara asks: Is there anything one would do that if done at present, the consecration could not take effect and in the future the consecration could take effect? Rabbi Elai said: Why not? If one told another: This field that I am selling to you will be consecrated when I buy it back from you, doesn't that field become consecrated when he buys it back? It appears that one can cause an item to become consecrated in the future although at present he cannot consecrate it.

[122] Rabbi Yirmeya objects to this: Are these cases comparable? There, with regard to a field, since the field that he is selling belongs to him at the time of the sale, it is in his power to consecrate it now. Therefore, he can effect sanctity on it at a later point as well. But here, it is not in her power to divorce herself. Consequently, the analogy is invalid. Rather, this is comparable only to a different case, when one says to another: This field that I already sold to you will be consecrated when I buy it back from you. In that case the field is not consecrated, as, when he said this the field was not in his possession, and one cannot consecrate an object that has not yet come into the world.

[123] Rav Pappa objects to this: Is Rav Yirmeya's analogy comparable? There, the field itself and its produce are in the possession of the buyer, and therefore the seller cannot consecrate them. Here, her body is in her possession, as she owns her hands. Rather, this is comparable only to a case where one says to another:

[124] This field that I mortgaged to you and from whose produce you are benefiting will be consecrated when I redeem it from you. The halakha is that it is consecrated, since the field itself was not transferred to another's ownership.

[125] Rav Sheisha, son of Rav Idi, objects to this: Is it comparable? There, in the case where he mortgaged the field, it is in his power to redeem it, whereas here, with regard to a woman who renders her earnings prohibited to her husband, it is not in her power to divorce herself from her husband. This is only comparable to one who says to another: This field that I have mortgaged to you for ten years will be consecrated when I redeem it from you. The halakha is that it is consecrated. Similarly, in this case, despite the fact that her earnings belong to her husband, when she will be

divorced they will revert to her, and since her hands have always belonged to her, she can consecrate her earnings.

[126] Rav Ashi objects to this: Is it comparable? There, after ten years in any case it will be in his power to redeem it, whereas here, with regard to a woman, it is never in her power to divorce herself from her husband. Consequently, there is no way for her to consecrate her future earnings.

[127] Rather, the contradiction between the two rulings of Shmuel must be resolved in a different manner. Rav Ashi said: Did you speak about konamot? Konamot are different, since they are a type of inherent sanctity, and therefore the konam can take effect on an item that is subjugated to another person, in accordance with the halakha articulated by Rava. As Rava said: Consecration, the prohibition of leavened bread on Passover, and the liberation of a slave can all abrogate a lien on property. If property was mortgaged to another person, and then the owner consecrated it, or if leavened bread was mortgaged and Passover arrived and it became prohibited to benefit from it, or if a slave was mortgaged and then liberated by his owner, the lien is abrogated. Since konam is a form of consecration, it can take effect on an item even when it is subjugated to another when the owner prohibited it, similar to the case of mortgaged property.

[128] The Gemara asks: If it is so, that a konam can remove the lien on property, let her earnings become consecrated from now, even before her husband divorces her. The Gemara answers: The Sages reinforced the husband's lien in order that it not become consecrated now. However, since in general a konam can take effect on mortgaged items, it can take effect on her earnings after she leaves her husband's jurisdiction.

[129] MISHNA: And these are tasks that a wife must perform for her husband: She grinds wheat into flour, and bakes, and washes clothes, cooks, and nurses her child, makes her husband's bed, and makes thread from wool by spinning it. If she brought him one maidservant, i.e., brought the maidservant with her into the marriage, the maidservant will perform some of these tasks. Consequently, the wife does not need to grind, and does not need to bake, and does not need to wash clothes. If she brought him two maidservants, she does not need to cook and does not need to nurse her child if she does not want to, but instead may give the child to a wet nurse. If she brought him three maidservants, she does not need to make his bed and does not need to make thread from wool. If she brought him four maidservants, she may sit in a chair [katedra] like a queen and not do anything, as her maidservants do all of her work for her.

[130] Rabbi Eliezer says: Even if she brought him a hundred maidservants, he can compel her to make thread from wool, since idleness leads to licentiousness. Consequently, it is better for a woman to be doing some kind of work. Rabban Shimon ben Gamliel says: Even one who vows that his wife is prohibited from doing any work must divorce her and give her the payment for her marriage contract, since idleness leads to idiocy.

[131] GEMARA: With regard to the mishna's choice of terminology the Gemara asks: Could it enter your mind that she grinds the wheat into flour? Ordinarily, grinding is performed in a mill using millstones that are rotated by water or by animals, so the woman herself does not actually grind the wheat. The Gemara answers: Rather, say that she supervises the grinding by bringing wheat to the mill and ensuring that it is ground properly. Alternatively, if you wish, say instead: She can grind the wheat herself with a hand mill.

[132] The Gemara comments: The mishna is not in accordance with the opinion of Rabbi Ḥiyya, as Rabbi Ḥiyya teaches: A wife is only for beauty, and a wife is only for children, but not for household tasks. And Rabbi Ḥiyya teaches: A wife is only for wearing a woman's finery. And Rabbi Ḥiyya similarly teaches: One who wishes to beautify his wife should clothe her in linen garments, and one who wishes to whiten his daughter so that she will have a fair complexion, should feed her young chickens, and should give her milk to drink toward the time of her maturity.

[133] § The mishna mentions among a wife's obligations that she nurses her child. The Gemara suggests: Let us say that the mishna is not in accordance with the opinion of Beit Shammai, as it is taught in a baraita: If a woman took a vow not to nurse her child, Beit Shammai say: Since she vowed, she must remove her nipple from his mouth and not nurse him. Beit Hillel say: Her husband can compel her, and she must nurse the child even against her will. However, if she was divorced and therefore had no further obligations to her husband, he cannot compel her. Nevertheless, if the baby recognized her, then even after the divorce, her husband may pay her a salary as a wet nurse and compel her to nurse due to the danger that the child will starve if he refuses to nurse from another woman. This baraita indicates that according to Beit Shammai a woman has no obligation to nurse her child. If she had a prior obligation to her husband to nurse the child, the vow would not take effect.

[134] The Gemara rejects this suggestion: Even if you say that the mishna is also in accordance with the opinion of Beit Shammai, here we are dealing with a case where she made this vow and her husband ratified it for her by refraining from nullifying it. Beit Shammai maintain that in that case it is considered as if he had placed his finger between her teeth, i.e., he caused the vow to be in effect, meaning that in that case the responsibility lies with him. Since he declined the opportunity to nullify the vow, her obligation to nurse is canceled. Beit Hillel maintain that in that case she put her finger between her own teeth, i.e., she caused the vow to remain in effect. Consequently, although he ratified her vow, the responsibility rests on her, and for this reason her obligation is not annulled.

[135] The Gemara asks: If so, that the dispute is about who is responsible when a woman vows and her husband ratifies the vow, and it is not specifically about her obligation to nurse her child, then let them dispute about a marriage contract in general, with regard to whether or not a woman is entitled to payment for her marriage contract if she vows to prohibit her husband from deriving benefit from her. And furthermore, it is taught in a baraita that Beit Shammai explicitly say with regard to all women, not specifically in the context of vows: She does not need to nurse if she does not want to. Rather, it is clear that the mishna is not in accordance with the opinion of Beit Shammai.

[136] The Gemara above quotes a baraita where it is taught that if the baby recognized her, her husband can compel her to continue nursing even after she is divorced, but he must pay her for nursing.

[137] The Gemara asks: How old does the child have to be so that one can assume that he already recognizes his mother? Rava said that Rav Yirmeya bar Abba said that Rav said: Three months, and Shmuel said: Thirty days, and Rabbi Yitzḥak said that Rabbi Yoḥanan said: Fifty days. Rav Shimi bar Abaye said: The halakha is in accordance with what Rabbi Yitzḥak said in the name of Rabbi Yoḥanan. The Gemara asks: Granted, Rav and Rabbi Yoḥanan are in dispute with regard to the difference between fifty days and three months, as it is possible that each baby varies according to its intelligence, as one baby is sufficiently developed at fifty days, while another knows his mother at

only three months. However, according to Shmuel, can you find a case like this, a one-month-old baby who recognizes his mother?

138 The Gemara relates: When Rami bar Yeḥezkel came from Eretz Yisrael, he said: Do not listen to, i.e., do not accept, those principles that my brother Yehuda said in the name of Shmuel, as Shmuel did not establish a particular time with regard to this matter. Rather, this is what Shmuel said: Whenever he recognizes her, i.e., there is no fixed age at which this occurs. One must check each baby to see whether he recognizes his mother.

139 The Gemara relates: A certain divorcée came before Shmuel, as she did not wish to nurse her son. He said to Rav Dimi bar Yosef: Go and check her, i.e., verify whether the child recognizes his mother. He went, placed her in a row of women, and took her son in his arms and passed him near them to see how the child would react. When the child reached her, he looked at her face with joy, and she averted her eyes from him, as she did not want to look at him. He said to her: Lift up your eyes, get up and take your son, as it is obvious that he knows you. The Gemara asks: If this is so, then how does a blind baby know and recognize his mother? Rav Ashi said: Through smell and through the taste of her milk.

140 § Apropos the period of time during which a child nurses, the Gemara continues to debate different aspects of this matter. The Sages taught in a baraita: A child may continue to nurse until the age of twenty-four months, and from this point forward, if he continues to nurse, he is like one who nurses from a non-kosher animal, as a woman’s milk is forbidden to anyone other than a small child; this is the statement of Rabbi Eliezer. Rabbi Yehoshua says: A child may continue to nurse even for four or five years, and this is permitted. However, if he ceased, i.e., was weaned, after twenty-four months and then resumed nursing, he is like one who nurses from a non-kosher animal.

141 The Master said in the baraita: From this point forward he is like one who nurses from a non-kosher animal. The Gemara raises a contradiction from a baraita: One might have thought that the milk of bipeds, i.e., humans, would be non-kosher like that of a non-kosher animal, based on a logical derivation: Just as with regard to a non-kosher animal, where you were lenient with regard to its contact, meaning that it does not render people or items impure through contact when it is alive, you were stringent with regard to its milk, which is prohibited, even more so should this be true with regard to a person. An a fortiori inference would indicate that with regard to a person, where you were stringent about contact, as people can render other people and objects impure even when they are alive, one should be stricter. So isn’t it logical that you should be stringent with regard to his milk?

142 This is as the verse states: “But this you shall not eat, of those that only chew the cud, or of those that only part the hoof; the camel, because it chews the cud but does not part the hoof, it is impure for you” (Leviticus 11:4). The somewhat superfluous word “it” teaches that it alone is impure, but the milk of bipeds is not impure; rather, it is kosher. Furthermore, one might have thought that I should exclude the milk of humans from the prohibition against consumption, as this issue does not apply equally to everyone, since only women produce milk, but I should not exclude from the prohibition human blood, which does apply equally to everyone. Consequently, the verse states “it” with regard to a camel, to say that it alone is impure, whereas the blood of bipeds is not impure, but rather is kosher.

[143] And Rav Sheshet said about this ruling: There is not even a rabbinic command to refrain from consuming human milk. Therefore, this presents a contradiction to the statement that a child who nurses beyond a certain age is like one who nurses from a non-kosher animal.

[144] The Gemara answers: This is not difficult, as this statement that the milk is permitted is referring to when it has been removed from the woman's body, and that statement, that the milk is forbidden, is referring to when it has not been removed. Fundamentally, human milk is a permitted substance. However, it is prohibited by rabbinic law for anyone other than a very young child to nurse directly from a woman's breasts, and one who does so is considered like one who consumes milk from a non-kosher animal.

[145] And the opposite applies to blood: Human blood that has been removed from the body is forbidden, but if it has not yet been removed, it is permitted. As it is taught in a baraita: If some human blood was on a loaf of bread, one scrapes off the blood and then he may eat the bread. Since the blood was detached from the body, it is forbidden by rabbinic law, but if blood was between the teeth, he may suck it and swallow it without concern, as the blood is permitted if it has not been removed from the body.

[146] The Master said in the aforementioned baraita: Rabbi Yehoshua says: A child may continue to nurse even for four or five years. But isn't it taught in a different baraita: Rabbi Yehoshua says: Even if he can carry his package on his shoulder he can continue to nurse? The Gemara answers: This is not a contradiction, since both this and that are one, the same, measure, and the difference between them is only semantic. Rav Yosef said: The halakha is in accordance with the opinion of Rabbi Yehoshua.

[147] On the same topic it is taught in a baraita: Rabbi Marinos says: One who is coughing due to an illness that requires milk but did not have milk available may suck milk directly from an animal's udders on Shabbat, although milking is a prohibited labor on Shabbat. What is the reason? Sucking the milk in this way constitutes an act of extracting in an unusual manner. Although milking is an example of the labor of extracting, a subcategory of the primary category of threshing, it is prohibited by Torah law only when the labor is performed in its typical manner. One who nurses from an animal is extracting the milk in an unusual manner. Such labor is prohibited by rabbinic law, but in a situation involving pain, like one who is coughing, the Sages did not issue a decree. Rabbi Yosef said: The halakha is in accordance with the opinion of Rabbi Marinos.

[148] A ruling similar to the previous halakha is taught in a baraita: Naḥum of Galia says: If a drainage pipe is blocked by weeds [kashkashin] and grass, preventing water from running through the pipe, one may crush them with his foot in private on Shabbat without concern that he is performing the labor of preparing a vessel. The Gemara explains: What is the reason for this leniency? This is an example of repairing a vessel in an unusual manner, since it is uncommon to fix an item without using a tool or one's hands. Performing labor in an unusual manner is ordinarily prohibited by rabbinic decree, but in a situation involving financial loss, the Sages did not issue a decree. Rabbi Yosef said: The halakha is in accordance with the opinion of Naḥum of Galia.

[149] The Gemara continues discussing the aforementioned baraita, which states: If the child ceased nursing after twenty-four months and then resumed, he is like one who nurses from a non-kosher animal. The Gemara asks: How long must he cease nursing to be considered weaned? Rav Yehuda bar Ḥaviva said that Shmuel said: Three days. There are those who say that this was not an amoraic

statement, but rather a baraita that is taught by Rav Yehuda bar Ḥaviva before Shmuel: Weaning takes effect after three days.

150 § The Gemara discusses other halakhot relating to nursing. The Sages taught: A nursing woman whose husband died within twenty-four months of her child’s birth may not be betrothed and may not get married

151 until twenty-four months from the day the child was born. The reason for this decree is to protect the child. If she remarries she may become pregnant and may not be able to continue nursing, but her second husband will not be obligated to support the child who is not his son. This is the statement of Rabbi Meir. And Rabbi Yehuda permits getting married after eighteen months. Rabbi Natan bar Yosef said: These words are the same as the statement of Beit Shammai, and those words are the same as the statement of Beit Hillel, i.e., this is an ancient dispute, as Beit Shammai say: Twenty-four months, and Beit Hillel say: Eighteen months.

152 Rabban Shimon ben Gamliel said: I will decide. According to the one who says twenty-four months, she may marry after twenty-one months, since even if she gets pregnant, for the first three months of pregnancy she can still continue to nurse. According to the one who says eighteen months, she may marry after fifteen months, since the milk becomes spoiled due to pregnancy only after three months.

153 Ulla said: The halakha is in accordance with the opinion of Rabbi Yehuda. And Mar Ukva said: Rabbi Ḥanina allowed me to marry a nursing woman after fifteen months. It is related that Abaye’s tenant farmer came before Abaye to ask a question. He said to him: What is the halakha with regard to betrothing a nursing woman after fifteen months? Abaye said to him: One reason it is permitted is that in disputes between Rabbi Meir and Rabbi Yehuda, the halakha is in accordance with Rabbi Yehuda. And furthermore, this is actually a dispute between earlier tanna’im, and when Beit Shammai and Beit Hillel dispute, the halakha is in accordance with Beit Hillel. And in addition, Ulla said: The halakha is in accordance with Rabbi Yehuda. And Mar Ukva said: Rabbi Ḥanina allowed me to marry after fifteen months, and therefore all the more so you are permitted to betroth her, as you are only betrothing and not marrying her.

154 When Abaye came before Rav Yosef and told him of the incident, Rav Yosef said to him in response: Rav and Shmuel both say: She must wait twenty-four months before even becoming betrothed, excluding the day that the child was born and excluding the day she became betrothed. When Abaye heard this, he ran three parasangs after his tenant farmer, and some say that he ran one parasang [parsa] through sand. He wanted to inform him that he should not rely on the leniency, but rather he should act in accordance with Rav and Shmuel, who prohibited the betrothal, but he did not succeed in catching up to him.

155 Abaye said that he learned from this situation that which the Sages said: A person should not permit even eating an egg in kutaḥ, a dish made with milk, in his teacher’s vicinity. This is a very simple ruling, as an egg is not meat and may unquestionably be eaten with milk. There are no stringencies that apply to this case, but nevertheless one should not rule even on such a halakha in his teacher’s vicinity. Abaye explained that this is not because it appears disrespectful to teach halakha in one’s teacher’s vicinity, as this is a simple matter that does not require great knowledge of halakha, rather because he will not be successful in saying the matter correctly. An illustration of this principle

is what just happened, since I had learned this halakha of Rav and Shmuel, and even so I was unsuccessful in saying it correctly, as I ruled in the vicinity of my teacher, Rav Yosef.

[156] § The Sages taught: If a woman gave her child to a wet nurse during the waiting period, or weaned him, or the child died, she is permitted to marry immediately. It is related that Rav Pappa and Rav Huna, son of Rav Yehoshua, thought to act in accordance with this baraita. However, a certain old woman said to them: There was an incident in which I was involved with regard to this issue and Rav Naḥman prohibited it for me.

[157] The Gemara asks: Is that so? Didn't Rav Naḥman permit this for the members of the Exilarch's household? The Gemara answers: The Exilarch's household is different, since people employed by them do not renege out of fear of the consequences. Consequently, if a woman from that household arranges a wet nurse for her child, it is certain that the wet nurse will keep her commitment, whereas with other people there is a danger that if the mother remarries the child might be left without anyone to feed him.

[158] Rav Pappi said to Rav Pappa and Rav Huna, son of Rav Yehoshua: And do you not maintain that such a marriage is prohibited from that which is taught in a baraita: If a woman frequently went to her father's house and had been there for a long time; or she had been angry with her husband and separated from him while still in his house; or her husband had been incarcerated in prison; or her husband had gone overseas; or her husband had been old or ill; or if she was a barren woman, or elderly, or a sexually underdeveloped woman, or a minor girl; or if she had miscarried after the death of her husband; or if she was unfit to give birth for any other reason, although in any of these cases there is no concern that she might be pregnant, they must all wait at least three months. The Sages said that a woman must wait for three months between marriages, so there would be no doubt as to who is the father of any child she may give birth to, and they did not distinguish between different women with regard to this decree. This is the statement of Rabbi Meir.

[159] However, Rabbi Yosei permits all the aforementioned women to be betrothed and to marry immediately, since there is no concern that they may be pregnant. And Rav Naḥman said that Shmuel said: The halakha is in accordance with the opinion of Rabbi Meir with regard to all of his decrees. In every place where Rabbi Meir was stringent so as to avoid possibility of error, the halakha is in accordance with his opinion. Consequently, this ruling should apply also to a nursing mother who wishes to remarry; the restriction should apply equally to a woman who had given her child to a wet nurse, or who had weaned him, or whose child had died.

[160] They answered him: The matter was not in our mind, meaning that we had forgotten this principle. Nevertheless, the Gemara concludes: The halakha is that if a nursing mother's child died, the mother is permitted to marry immediately, but if she had weaned him, she is prohibited from marrying, lest she forcibly wean him prematurely. Mar bar Rav Ashi said: Even if the child died, she is also prohibited from marrying, because if it were permitted when the child dies, there would be concern that she might kill him and then go and get married. It is related that there was an incident where a woman strangled her child for this reason. The Gemara concludes that that is not so, i.e., this incident does not affect the halakha. That woman was insane, and since women do not ordinarily strangle their children, one need not be concerned about this happening.

[161] § The Sages taught: If someone gave a child to a wet nurse, and she agreed to nurse him for payment, she may not nurse her own child or another woman's child together with him, in order that

she not take away milk from the child she is being paid to nurse. Even if she fixed a small allowance for food with the payment for nursing, she must nevertheless eat large quantities so that she will have enough milk. And she may not eat together with him, i.e., while she is nursing the child, things that are bad for her milk.

[162] The Gemara asks about this baraita: Now that you said that she may not nurse her own child together with her client's child, is it necessary to say that she cannot nurse another woman's child? The Gemara answers: Lest you say that the prohibition is limited to her child, as there is a concern that since she favors him, she will feed him more milk than the other child, but with regard to another woman's child, if she did not have surplus milk she would not feed him, and therefore it should be permitted, the baraita therefore teaches us not to distinguish between the cases.

[163] The baraita said that even if she fixed a small allowance for food, she must eat large quantities. The Gemara asks: From where should she get this food if the allowance cannot cover it? Rav Sheshet said: From her own funds. Because she accepted an obligation to nurse the child, she must take the necessary steps to fulfill her obligation.

[164] The baraita said: She may not eat together with him things that are bad for her milk. The Gemara asks: What are these foods that are detrimental for milk? Rav Kahana said: For example, hops; and young, green grain sprouts; small fish; and soil. Abaye said: Even pumpkin and quince. Rav Pappa said: Even pumpkin and palm branches with small, unripe dates. Rav Ashi said: Even kutaḥ [kamka] and small fried fish. All these items are bad, as some cause milk to dry up and some cause milk to spoil.

[165] The Gemara cites other possible consequences of a mother's behavior that could affect her children: A woman who engages in intercourse in a mill will have epileptic children; one who engages in intercourse on the ground will have long-necked children; one who steps on a donkey's dung when pregnant will have bald children; one who eats mustard during pregnancy will have gluttonous children; one who eats garden cress [taḥlei] will have tearful children; one who eats fish brine [moninei] will have children with blinking eyes; one who eats soil will have ugly children; one who drinks intoxicating liquor will have black children; one who eats meat and drinks wine during pregnancy will have children who are

[166] healthy; one who eats eggs will have large-eyed children; one who eats fish will have graceful children; one who eats celery will have beautiful children; one who eats coriander [kusbarta] will have corpulent children; and one who eats etrogim will have sweet-smelling children. It is related with regard to the daughter of King Shapur of Persia, that her mother ate etrogim while pregnant with her and they used to place her in front of her father on top of all the spices, as she was so fragrant.

[167] § Rav Huna said: Rav Huna bar Ḥinnana tested us, by asking: If she says that she wants to nurse and he says that he does not want her to nurse but rather to give the child to a wet nurse, we accede to her desires, as she is the one suffering from engorgement of her breasts. However, if he says that he wants her to nurse and she says that she does not want to nurse, what is the halakha? He then narrowed the scope of the question: Anywhere that she is not accustomed, as the women of her family generally do not nurse their children but give them to wet nurses instead, we accede to her desires. However, if she is accustomed to nursing and he is not accustomed, i.e., the women of her family generally nurse their babies but the women in his family do not, what is the halakha: Do we

follow his wishes to follow her family custom or do we follow her wishes to follow his family custom?

168 And we answered his question from this amoraic statement: When a woman marries a man, she ascends with him to his socioeconomic status, if it is higher than hers, but she does not descend with him if his status is lower. Consequently, if his family is not accustomed to nurse, she is not obligated to nurse either. Rav Huna said: What is the verse from which this is derived? It is derived from: "She is a man's wife" (Genesis 20:3). The Gemara explains: The word used here for "wife [be'ula]" hints through similar spelling that she ascends in status with the ascension [aliya] of her husband but does not descend with the descent of her husband. Rabbi Elazar said: There is a hint to this principle from here: "As she was the mother of all living" (Genesis 3:20), which indicates that she was given to her husband for living with him, but was not given to suffer pain with him.

169 § The mishna states that if she brought him one maidservant into the marriage with her, she does not need to grind wheat, bake, or wash clothes. The Gemara infers from this statement that she must nevertheless perform the other tasks. The Gemara asks: Let the wife say to him: I brought you a woman in my place [baḥarikai] who can perform all the tasks I am supposed to do, and the wife should be completely exempt. The Gemara answers: This is not a valid argument because the husband can say to her: This maidservant toils for me and for herself like any other woman, but who will toil for you? It is necessary for the wife to do some work in order to cover some of her own expenses.

170 The mishna further said that if she brought him two maidservants, she does not need to cook and does not need to nurse her child. The Gemara infers: She must nevertheless perform the other tasks. The Gemara asks: Let the wife say to him: I brought you another woman who can toil for me and for herself, and one who can toil for you and for herself. Consequently, I do not need to do any work at all. The Gemara answers: This is also not a valid argument because he can say to her: Who is going to toil for the guests and wayfarers who will come because we are a large household? There are still other tasks that need to be performed.

171 The mishna further said that if she brought him three maidservants, she does not need to make his bed or make thread from wool. The Gemara infers: She must nevertheless perform the other tasks. The Gemara asks: Let her say to him: I brought you another woman to toil for the guests and wayfarers, in addition to one to toil for herself and for me, and another to toil for herself and for you. Therefore, I do not need to do any work at all. The Gemara answers: This is also not a valid argument because he can say to her: When the members of the house increase, the number of guests and wayfarers also increases and therefore there is still more work to be done.

172 The Gemara asks: If so, then even if she brought him four maidservants as well, she should also have to work, as there will be many more guests. But the mishna says that if she brought four maidservants she does not need to do anything. The Gemara answers: When there are four, since there are many of them, they assist one another and can complete all the necessary tasks.

173 Rav Ḥana, and some say Rav Shmuel bar Naḥmani, said: This does not necessarily mean that she actually brought him maidservants. Rather, once she is able to bring him maidservants, i.e., once her dowry is sufficiently large to buy maidservants, then she is exempt from performing the tasks, although she did not actually bring him maidservants. The Sages taught: Whether she brought him

actual maidservants or whether she reduced her own needs in order to release enough money to bring a maidservant to work, she is exempt from the tasks.

174 § The mishna says that if she brought him four maidservants, she may sit in a chair and not do anything. Rav Yitzḥak bar Ḥananya said that Rav Huna said: Although they said that she may sit in a chair and does not need to work, she should still pour his cup; and make his bed; and wash his face, hands, and feet, as these responsibilities are not household tasks that can be delegated to a maidservant. Rather, they are gestures of affection toward her husband.

175 Rav Yitzḥak bar Ḥananya also said that Rav Huna said a similar halakha: All tasks that a wife performs for her husband, a menstruating woman may similarly perform for her husband, except for: Pouring his cup; and making his bed; and washing his face, hands, and feet. As explained above, these are acts of affection. If she is menstruating she should not perform them, so as not to lead to forbidden intercourse.

176 And with regard to the prohibition against making the husband's bed, Rava said: We said this only if she made the bed in front of him, but if it was not in front of him, we have no problem with it. With regard to the prohibition against pouring his cup, the Gemara comments: Shmuel's wife would change her practice toward him during her menstruation period and pour with her left hand, since if she made some change in the manner of pouring, this would serve as a reminder of her status and mitigate the concern that it might lead to intimacy. Abaye's wife would place his cup on top of a barrel, Rava's wife would place it on his pillow, and Rav Pappa's wife would place it on the bench to create a change.

177 § Apropos statements by Rav Yitzḥak ben Ḥananya, the Gemara cites other statements in his name. Rav Yitzḥak bar Ḥananya said that Rav Huna said: All foods may be withheld from before the waiter, as one who is a waiter at the meal must wait until the guests have eaten from every food and only then may he eat, except for meat and wine, as these foods arouse the appetite more and the waiter would suffer if he could not eat them together with the other participants. Rav Ḥisda said: This is referring only to fatty meat and aged wine. Rava said: It applies to fatty meat all year round but aged wine only during the season of Tammuz, in the summer. Due to the heat, the aroma of the wine is more pervasive at that time.

178 Rav Anan bar Taḥalisa said: I was once standing before Mar Shmuel, and they brought him a cooked dish of mushrooms, and if he had not given me some, I would have been endangered due to the craving that I suffered. Rav Ashi said: I was once standing before Rav Kahana, and they brought him slices [gargelidei] of turnip in vinegar, and if he had not given me some, I would have been endangered. Rav Pappa said: Even a fragrant date should be offered to the waiter. The Gemara concludes: The principle of the matter is: One should offer some of everything that either has an aroma or that has a sharp taste to whomever is present when it is served, so that no one suffer by being unable to partake of these foods.

179 It is related about two Sages, Avuh bar Ihi and Minyamin bar Ihi, that one of them was accustomed to give his waiter from every type of food that he ate, while the other one would give him only one of the types of food that he ate. The Gemara says: Elijah spoke with this Sage, but Elijah did not speak with that Sage, since he did not act with piety and caused his waiter to suffer.

180 Similarly, the Gemara relates an incident with regard to two pious men, and some say they were Rav Mari and Rav Pineḥas, the sons of Rav Ḥisda: One Sage would give the waiter something to eat

before the meal, and the other Sage would give the waiter something to eat after the guests had eaten. With regard to the one who gave it to him earlier, Elijah spoke with him. But with regard to the one who gave it to him later, Elijah did not speak with him.

181 The Gemara relates another incident with regard to this matter: Ameimar and Mar Zutra and Rav Ashi were sitting at the entrance to the house of King Izgur. The king's chief butler was passing by with various foods. Rav Ashi saw Mar Zutra's

182 face blanch because he craved the food, so he took some of the food with his finger and put it in Mar Zutra's mouth. The chief butler said to him: You have spoiled the king's meal, as now he will not eat from it. The king's soldiers who were there said to him: Why did you do this? He said to them: The one who makes such awful dishes is the one who actually spoiled the king's food. They said to him: Why do you say this? He said to them: I saw something else, i.e., a leprous infection, in this meat. They checked and didn't find anything. He took his finger and placed it on the food and said to them: Did you check here? They then checked that spot and found the infection. The Sages said to Rav Ashi: What is the reason that you relied on a miracle and assumed that leprosy would in fact be found there? He said to them: I saw a leprous spirit hovering over the food and realized that it had this defect.

183 The Gemara relates another incident with regard to a similar subject: A certain Roman said to a certain woman: Will you marry me? She said to him: No. In order to convince her, he went and brought pomegranates and peeled them and ate them in front of her and did not give her any of them. The aroma of the pomegranates caused her mouth to water, so she swallowed all of the saliva that caused her anguish, but he did not give her any until she became ill and bloated. Ultimately, he said to her: If I cure you, will you marry me? She said to him: Yes. He went and brought pomegranates, peeled them and ate them in front of her. He said to her: All of the saliva that causes you anguish, spit it out, spit it out. She did this until something like a green leaf came out of her, and then she was cured.

184 § The mishna says that a wife must make thread from wool. The Gemara infers: She must make thread from wool, but she is not obligated to do so from flax. The Gemara explains: Whose opinion is expressed in the mishna? It is in accordance with the opinion of Rabbi Yehuda, as it is taught in a baraita: A husband may not compel his wife to stand before his father and serve him, or to stand before his son and serve him, or to place straw before his animals, i.e., horses and donkeys, but he can compel her to place straw before his cattle, i.e., cows and bulls. Rabbi Yehuda said: He also cannot compel her to make thread from flax, because flax, while it is being spun, causes the mouth to smell foul and the lips to stiffen. The Gemara comments: This applies only to Roman flax, which causes the most damage.

185 § The mishna continues: Rabbi Eliezer says: Even if she brought him a hundred maidservants, he may compel her to make thread from wool, since idleness leads to licentiousness. Rav Malkiyyu said that Rav Adda bar Ahava said: The halakha is in accordance with the opinion of Rabbi Eliezer.

186 Rabbi Ḥanina, son of Rav Ika, said: The halakha discussed in tractate Beitza (28b) that a skewer that had been used for roasting meat but no longer has an olive-bulk of meat on it may be moved to a corner on a Festival; the halakha with regard to maidservants in the mishna here; and the halakha discussed in tractate Nidda (52a) that if a girl has two hair follicles in her pubic region, even if there

are no hairs growing from them, she is considered to have reached majority and may perform ḥalitza; these three halakhot were all stated by Rav Malkiyyu.

187 However, the halakha discussed in tractate Avoda Zara (29a) that a Jew who cuts the hair of a pagan must stop at a distance of three fingerbreadths on every side before he reaches his forelock, as the pagans would grow their forelocks for idolatry and the Jew must not appear as if he were dressing the forelock for idolatrous purposes; and the halakha discussed in tractate Makkot (21a) that one may not place burnt ashes on a wound, as it looks like a tattoo; and the halakha discussed in tractate Avoda Zara (35b) that cheese made by a gentile is forbidden, because gentiles smooth the surface of their cheese with lard; these three halakhot were all stated by a different Sage named Rav Malkiya.

188 Rav Pappa said: The halakhot mentioned above that relate to a mishna or a baraita were stated by Rav Malkiya, whereas amoraic statements of halakhot that are not related to a mishna or baraita were taught by Rav Malkiyyu. And your mnemonic to remember this is: The mishna is a queen [malketa], indicating that the comments that are referring to a mishna were made by Rav Malkiya, whose name is similar to the Aramaic term for queen. The Gemara asks: What is the difference between Rabbi Ḥanina, son of Rav Ika, and Rav Pappa? The Gemara answers: There is a practical difference between them with regard to the halakha concerning maidservants. According to Rabbi Ḥanina, this halakha was stated by Rav Malkiyyu, whereas Rav Pappa holds that it was taught by Rav Malkiya, since it is referring to a dispute in a mishna.

189 § The mishna says: Rabban Shimon ben Gamliel says: Even one who vows that his wife is prohibited from doing any work must divorce her and give her the payment for her marriage contract, since idleness leads to idiocy. The Gemara asks: This is essentially the same as the opinion of the first tanna, Rabbi Eliezer, who said that idleness leads to licentiousness. The Gemara answers: The practical difference between them is in a case when she plays with small dogs [guriyyata kitanyata] or with games [nadrashir] like chess. Since there is something occupying her she is not in danger of idiocy, but occupying oneself with diversions of this type may still lead to licentiousness.

190 MISHNA: With regard to one who vows that his wife may not derive benefit from marital relations with him, Beit Shammai say: He may maintain this situation for up to two weeks, but beyond that he must divorce her and give her the payment for her marriage contract. Beit Hillel say: He must divorce her if it continues beyond one week.

191 Apropos the husband’s obligation to his wife regarding marital relations, the Gemara mentions other aspects of this issue: Students may leave their homes and travel in order to learn Torah without their wives’ permission for up to thirty days, and laborers may leave their homes without their wives’ permission for up to one week. The set interval defining the frequency of a husband’s conjugal obligation to his wife stated in the Torah (see Exodus 21:10), unless the couple stipulated otherwise, varies according to the man’s occupation and proximity to his home: Men of leisure, who do not work, must engage in marital relations every day, laborers must do so twice a week, donkey drivers once a week, camel drivers once every thirty days, and sailors once every six months. This is the statement of Rabbi Eliezer.

192 GEMARA: The Gemara asks: What is the reason that Beit Shammai say a husband may force abstinence on his wife by a vow for a period of up to two weeks without being compelled to divorce her? They derive this from the halakha that a woman who gave birth to a female is ritually impure and prohibited from engaging in conjugal relations with her husband for two weeks after childbirth

(see Leviticus 12:5). From this they derive that a period of up to two weeks of abstinence is not deemed undue suffering. And from where do Beit Hillel derive their opinion? They derive it from a woman who gave birth to a male, as she is ritually impure for one week (see Leviticus 12:1–4).

193 The Gemara asks: And if this is so, Beit Hillel should also derive the halakha from a woman who gave birth to a female, since it is clear that the Torah does at times mandate a period of abstinence longer than one week. The Gemara answers: If they derived it from a woman who gave birth, this is indeed how they would have derived it. Rather, Beit Hillel derived it from the halakha with regard to a menstruating woman, who is prohibited from marital relations for seven days according to Torah law.

194 The Gemara explains: With regard to what do they disagree? One Sage, Beit Hillel, holds that one should derive a common matter from a common matter. Consequently, they derive the halakha of a permitted abstinence by a husband who vowed not to engage in marital relations with his wife from the halakha of a menstruating woman, since both are common cases. And one Sage, Beit Shammai, holds that one should derive a matter that one caused, such as a vow, from a different matter that he caused, i.e., childbirth, and not from menstruation, which was not caused by him at all.

195 Rav said: The dispute between Beit Hillel and Beit Shammai concerns one who specifies the given period of time in his vow, but if he vowed not to engage in marital relations with her for an unspecified period of time, all agree that he must divorce her immediately and give her the payment for her marriage contract. The reason is that since he did not indicate how long he intended to keep the vow, her suffering begins immediately. And Shmuel said: Even with regard to an unspecified vow he should also wait for the same period of time, as perhaps he will find an extenuation enabling the dissolution of his vow and then he will not need to divorce her.

196 The Gemara asks: Didn’t they disagree about this issue once already? As we learned in a mishna (70a): In the case of one who vows that his wife is prohibited from benefiting from him or his property, if his vow will remain in effect for up to thirty days, he must appoint a trustee to support her. But if the vow will remain in effect for more than that amount of time, he must divorce her and give her the payment for her marriage contract. And Rav said there: They taught this only with regard to a case where he specifies a limited time during which the vow would be in effect, but if he vows without specification, he must divorce her immediately and give her the payment for her marriage contract. And Shmuel said: Even when he vowed without specification, he should also wait, as perhaps he will discover an extenuation enabling the dissolution of his vow.

197 The Gemara answers: It is necessary to cite the dispute in both cases, as if it were stated only with regard to this case, of one who vows not to engage in marital relations, one might think that in this case Rav says he must divorce her because there is no possibility of appointing a trustee, but that with regard to that halakha, in the case when he vows not to provide sustenance, which can be provided by a trustee, one would say that Rav concedes to Shmuel that he should wait. Conversely, if the dispute was stated with regard to that case, where a trustee can be appointed, one might think that in that case Shmuel said to wait, but in this case of one who vows not to engage in marital relations, one might say that Shmuel concedes to Rav. Therefore, it is necessary to cite the dispute in both cases.

198 § The mishna said that students may leave their homes and travel for up to thirty days in order to learn Torah, without their wives’ permission. The Gemara asks: If they went with permission, for

how long can they go? The Gemara expresses wonderment at this question: If they went with the permission of their wives, they can go for as long as they want. If the husband and wife agree on this, why is there any reason for the court to intervene?

199 The Gemara explains its query: Although a man can legally make any agreement with his wife to limit her conjugal rights, how much is an acceptable manner for this matter? Rav said: The husband may spend a month here, in the study hall, and then must spend a month at home. The allusion to this is as it is stated with regard to reserve units serving in King David's army: "In any matter of the courses, which came in and went out month by month throughout all the months of the year" (I Chronicles 27:1). And Rabbi Yoḥanan said: He may spend one month here, in the study hall, and then two months in his home, as it is stated with regard to workers who worked in the construction of the Temple: "A month they were in Lebanon, and two months at home" (I Kings 5:28).

200 The Gemara asks: And what is the reason that Rav did not also say a proof from that source that Rabbi Yoḥanan quoted? The Gemara answers: The construction of the Temple is different, since it is possible for this work to be performed by others, as there were many people involved in it, but with regard to Torah study, which cannot be performed by others, he is given permission to spend a month here and a month there. The Gemara further questions: And what is the reason that Rabbi Yoḥanan did not say a proof from that source that Rav quoted? The Gemara answers: There, with regard to King David, it is different, since he gains profit from working for the king; since there is profit involved, his wife might be willing to forgo his staying with her. However, in general a woman wants her husband to spend most of his time at home, so with regard to Torah study, where there is no monetary profit, she will not waive her right for as long.

201 § Apropos a dispute between Rav and Rabbi Yoḥanan with regard to the construction of the Temple, the Gemara cites another dispute between them. Rav said: Groaning breaks half of a person's body, as it is stated: "Groan, therefore, you son of man, with the breaking of your loins, groan so bitterly" (Ezekiel 21:11), which indicates that groaning breaks half of one's body, down to his loins. And Rabbi Yoḥanan said that groaning breaks even a person's entire body, as it is stated: "And it shall be, when they say to you: Why are you groaning? That you shall say: Due to the tiding, for it comes, and every heart shall melt, and all hands shall be slack, and every spirit shall be faint, and all knees shall drip with water" (Ezekiel 21:12).

202 The Gemara asks: And why doesn't Rabbi Yoḥanan also say that it breaks half of one's body? Isn't it written: "With the breaking of your loins," implying that it does not break the entire body? The Gemara answers: This does not mean that the breakage only reaches the loins, but rather that when the sigh begins to affect a person, it begins from his loins. The Gemara asks: And why doesn't Rav also say that it breaks the entire body? Isn't it written: "And every heart shall melt, and all hands shall be slack, and every spirit shall be faint," which indicates that groaning causes the entire body to break? The Gemara answers: The news with regard to the destruction of the Temple is different, as it is extremely crushing and causes great anguish, but in general a sigh causes only half of the body to break.

203 It is related that a certain Jew and a gentile were walking along the road together. The gentile could not keep up with the Jew, who was walking faster, and he therefore reminded him of the destruction of the Temple in order to make the Jew feel sorrowful and slow down. The Jew sighed and groaned, but even so the gentile could not keep up with him, as the Jew was still walking faster.

The gentile said to him: Don’t you say that groaning breaks half of a person’s body? Why didn’t it affect you? He said to him: This applies only with regard to a new sorrowful affair, but this, from which we have suffered repeatedly and to which we have become accustomed, does not affect us as much, as people say: One who is used to being bereaved of her children does not panic [bahata] when one of them dies, and similarly, one who is used to a tragedy is not as devastated when being reminded of it.

[204] § The mishna said that men of leisure must engage in marital relations with their wives every day. The Gemara asks: What is meant by the term men of leisure? Rava said: These are students of Torah who go daily to review their lectures at a local study hall and return home each evening. Abaye said to him: Wives of Torah scholars are those about whom it is written: “It is vain for you to rise early and sit up late, you that eat the bread of toil, so He gives to His beloved in sleep” (Psalms 127:2), and Rabbi Yitzḥak said in explanation of this verse: These are the wives of Torah scholars who deprive their eyes of sleep in this world and reach the life of the World-to-Come. This indicates that Torah scholars exert themselves greatly in their studies and are not home in the evenings, and you say that the students reviewing their lectures are men of leisure, whose wives have conjugal rights for every night?

[205] Rather, Abaye said: The mishna should be explained in accordance with the opinion of Rav, as Rav said: This is referring to a man such as Rabbi Shmuel bar Sheilat, who ate his own food, drank his own drinks, slept in the shade of his own house, and the king’s tax collector [peristaka] did not pass by his door, as they did not know that he was a man of means. A man like this, who has a steady income and no worries, is called a man of leisure. When Ravin came from Eretz Yisrael he said: For example, the wealthy, pampered men in the West, Eretz Yisrael, are called men of leisure. Due to the time they have available and the richness of their diet, they have the ability to satisfy their wives every night.

[206] To illustrate this point, the Gemara relates two incidents demonstrating the health and strength of the inhabitants of Eretz Yisrael: Rabbi Abbahu was once standing in the bathhouse and two slaves were supporting his walking. The bathhouse collapsed under him and was destroyed. He found a pillar, stood on it and got out, and pulled them both up with him. Similarly, Rabbi Yoḥanan was once going up stairs, and Rav Ami and Rav Asi were supporting him. The stair collapsed under him, but he went up and pulled them both up with him. The Sages said to him: Since it is clear that you are so strong, why do you need people to support you? He said to them: If so, if I were to expend all my strength now, what will I leave for myself in my old age?

[207] § The mishna said: The set interval for laborers to fulfill their conjugal obligations to their wives is twice a week. The Gemara asks: Isn’t it taught in a baraita: For laborers, once a week? Rabbi Yosei, son of Rabbi Ḥanina, said: This is not difficult: Here, the case is where they work in their own city. There, the case is where they work in another city. This is also taught in the Tosefta (5:6): For laborers, twice a week. In what case is this statement said? It is when they work in their own city, but when they work in another city, the set interval for their conjugal obligations is once a week.

[208] § The mishna said: The set interval for donkey drivers is once a week, and for other professions it is even less frequent. Rabba bar Rav Ḥanan said to Abaye: Did the tanna go to all that trouble just to teach us the halakha for a man of leisure and for a laborer? According to the set intervals given for conjugal obligations, it seems that the halakha that one who vowed to prohibit his wife from conjugal

relations for longer than a week must divorce her is referring only to a man of leisure or a laborer, whose set interval for conjugal relations is less than that period. However, for other people, whose set interval is once a month or even less frequent, there should be no need to divorce the wife, since the vow does not deprive her of conjugal rights for longer than she would have been deprived anyway. He said to him: No,

209 the tanna taught us a halakha with regard to all of them, not only a man of leisure or a laborer. He asked him: But with regard to a sailor it said that the set interval for conjugal relations is six months; why, then, should he have to divorce her if he vowed to forbid these relations for only a week? He answered him: It is well known that one who has bread in his basket is not comparable to one who does not have bread in his basket. On a fast day, one who does not have bread available in his basket suffers more than one who does have bread available and knows that he will be able to eat later. In this case as well, when a woman knows that marital relations are forbidden to her due to a vow, her suffering from waiting for her husband to return is increased.

210 Rabba bar Rav Hanan said to Abaye: If a donkey driver who is already married wants to become a camel driver, what is the halakha? Is he permitted to change his profession in order to earn more money from his work, even though this will mean he reduces the frequency with which he engages in conjugal relations with his wife? He answered him: A woman prefers a kav, i.e., modest means, with conjugal relations to ten kav with abstinence. Consequently, he is not allowed to change his profession without her permission.

211 § The mishna stated: For sailors, the set interval for conjugal relations is once every six months. This is the statement of Rabbi Eliezer. Rav Berona said that Rav said: The halakha is in accordance with the opinion of Rabbi Eliezer. Rav Adda bar Ahava said that Rav said: This is the statement of Rabbi Eliezer, but the Rabbis say: Students may leave their homes to study Torah for as long as two or three years without permission from their wives. Rava said: The Sages relied on Rabbi Adda bar Ahava's opinion and performed an action like this themselves, but the results were sometimes fatal.

212 This is as it is related about Rav Reḥumi, who would commonly study before Rava in Meḥoza: He was accustomed to come back to his home every year on the eve of Yom Kippur. One day he was particularly engrossed in the halakha he was studying, and so he remained in the study hall and did not go home. His wife was expecting him that day and continually said to herself: Now he is coming, now he is coming. But in the end, he did not come. She was distressed by this and a tear fell from her eye. At that exact moment, Rav Reḥumi was sitting on the roof. The roof collapsed under him and he died. This teaches how much one must be careful, as he was punished severely for causing anguish to his wife, even inadvertently.

213 § When is the ideal time for Torah scholars to fulfill their conjugal obligations? Rav Yehuda said that Shmuel said: The appropriate time for them is from Shabbat eve to Shabbat eve, i.e., on Friday nights. Similarly, it is stated with regard to the verse "that brings forth its fruit in its season" (Psalms 1:3): Rav Yehuda said, and some say that it was Rav Huna, and some say that it was Rav Naḥman: This is referring to one who engages in marital relations, bringing forth his fruit, from Shabbat eve to Shabbat eve.

214 It is related further that Yehuda, son of Rabbi Ḥiyya and son-in-law of Rabbi Yannai, would go and sit in the study hall, and every Shabbat eve at twilight he would come to his house. When he would come, Rabbi Yannai would see a pillar of fire preceding him due to his sanctity. One day he

was engrossed in the halakha he was studying, and he stayed in the study hall and did not return home. When Rabbi Yannai did not see that sign preceding him, he said to the family: Turn his bed over, as one does at times of mourning, since he must have died, reasoning that if Yehuda were alive he would not have missed his set interval for conjugal relations and would certainly have come home. What he said became "like an error that proceeds from a ruler" (Ecclesiastes 10:5), and Yehuda, son of Rabbi Ḥiyya, died.

215 It is related further that Rabbi Yehuda HaNasi arranged for his son to marry a daughter of the household of Rabbi Ḥiyya. When he came to write the marriage contract, the girl died. Rabbi Yehuda HaNasi said: Is there, Heaven forbid, some disqualification in these families, as it appears that God prevented this match from taking place? They sat and looked into the families' ancestry and found that Rabbi Yehuda HaNasi was descended from Shefatya ben Avital, the wife of David, whereas Rabbi Ḥiyya was descended from Shimi, David's brother.

216 He went and arranged for his son to marry a daughter of the household of Rabbi Yosei ben Zimra. They agreed for him that they would support him for twelve years to go to study in the study hall. It was assumed that he would first go to study and afterward get married. They passed the girl in front of the groom and when he saw her he said: Let it be just six years. They passed her in front of him again and he said to them: I will marry her now and then go to study. He was then ashamed to see his father, as he thought he would reprimand him because when he saw the girl he desired her and could not wait. His father placated him and said to him: My son, you have your Maker's perception, meaning you acted the same way that God does.

217 The proof for this is that initially it is written: "You bring them and plant them in the mountain of Your inheritance, the place that You, O Lord, have made for You to dwell in" (Exodus 15:17), which indicates that God's original intention was to build a Temple for the Jewish people after they had entered Eretz Yisrael. And ultimately it is written: "And let them make Me a Sanctuary, that I may dwell among them" (Exodus 25:8), i.e., even while they were still in the desert, which indicates that due to their closeness to God, they enjoyed greater affection and He therefore advanced what would originally have come later.

218 After his wedding he went and sat for twelve years in the study hall. By the time he came back his wife had become infertile, as a consequence of spending many years without her husband. Rabbi Yehuda HaNasi said: What should we do? If he will divorce her, people will say: This poor woman waited and hoped for naught. If he will marry another woman to beget children, people will say: This one, who bears him children, is his wife and that one, who lives with him, is his mistress. Therefore, her husband pleaded with God to have mercy on her and she was cured.

219 Rabbi Ḥananya ben Ḥakhinai went to the study hall at the end of Rabbi Shimon ben Yoḥai's wedding feast. Rabbi Shimon said to him: Wait for me until I can come with you, after my days of celebration are over. However, since he wanted to learn Torah, he did not wait and went and sat for twelve years in the study hall. By the time he came back, all the paths of his city had changed and he did not know how to go to his home.

220 He went and sat on the bank of the river and heard people calling to a certain girl: Daughter of Ḥakhinai, daughter of Ḥakhinai, fill your pitcher and come up. He said: I can conclude from this that this is our daughter, meaning his own daughter, whom he had not recognized after so many years. He followed her to his house. His wife was sitting and sifting flour. She lifted her eyes up, saw him and

recognized him, and her heart fluttered with agitation and she passed away from the emotional stress. Rabbi Ḥananya said before God: Master of the universe, is this the reward of this poor woman? He pleaded for mercy for her and she lived.

221 Rabbi Ḥama bar Bisa went and sat for twelve years in the study hall. When he came back to his house, he said: I will not do what the son of Ḥakhinai, who came home suddenly with tragic consequences for his wife, did. He went and sat in the study hall in his hometown, and sent a message to his house that he had arrived. While he was sitting there his son Rabbi Oshaya, whom he did not recognize, came and sat before him. Rabbi Oshaya asked him questions about halakha, and Rabbi Ḥama saw that the halakhot of Rabbi Oshaya were incisive, i.e., he was very sharp. Rabbi Ḥama was distressed and said: If I had been here and had taught my son I would have had a child like this.

222 Rabbi Ḥama went in to his house and his son went in with him. Rabbi Ḥama then stood up before him to honor a Torah scholar, since he thought that he wanted to ask him a matter of halakha. His wife said to him: Is there a father who stands up before his son? The Gemara comments: Rami bar Ḥama read the verse about him: “A threefold cord is not quickly broken” (Ecclesiastes 4:12). This is referring to Rabbi Oshaya, son of Rabbi Ḥama bar Bisa, as he represented the third generation of Torah scholars in his family.

223 The Gemara further relates: Rabbi Akiva was the shepherd of ben Kalba Savua, one of the wealthy residents of Jerusalem. The daughter of Ben Kalba Savua saw that he was humble and refined. She said to him: If I betroth myself to you, will you go to the study hall to learn Torah? He said to her: Yes. She became betrothed to him privately and sent him off to study. Her father heard this and became angry. He removed her from his house and took a vow prohibiting her from benefiting from his property. Rabbi Akiva went and sat for twelve years in the study hall. When he came back to his house he brought twelve thousand students with him, and as he approached he heard an old man saying to his wife: For how long

224 will you lead the life of a widow of a living man, living alone while your husband is in another place? She said to him: If he would listen to me, he would sit and study for another twelve years. When Rabbi Akiva heard this he said: I have permission to do this. He went back and sat for another twelve years in the study hall. When he came back he brought twenty-four thousand students with him. His wife heard and went out toward him to greet him. Her neighbors said: Borrow some clothes and wear them, as your current apparel is not appropriate to meet an important person. She said to them: “A righteous man understands the life of his beast” (Proverbs 12:10). When she came to him she fell on her face and kissed his feet. His attendants pushed her away as they did not know who she was, and he said to them: Leave her alone, as my Torah knowledge and yours is actually hers.

225 In the meantime her father heard that a great man came to the town. He said: I will go to him. Maybe he will nullify my vow and I will be able to support my daughter. He came to him to ask about nullifying his vow, and Rabbi Akiva said to him: Did you vow thinking that this Akiva would become a great man? He said to him: If I had believed he would know even one chapter or even one halakha I would not have been so harsh. He said to him: I am he. Ben Kalba Savua fell on his face and kissed his feet and gave him half of his money. The Gemara relates: Rabbi Akiva’s daughter did the same thing for ben Azzai, who was also a simple person, and she caused him to learn Torah in a

similar way, by betrothing herself to him and sending him off to study. This explains the folk saying that people say: The ewe follows the ewe; the daughter’s actions are the same as her mother’s.

226 On the same subject it is related: Rav Yosef, son of Rava, was sent by his father to the study hall to learn before the great Sage Rav Yosef. They agreed that he should sit for six years in the study hall. When three years had passed, the eve of Yom Kippur arrived and he said: I will go and see the members of my household, meaning his wife. His father heard and took a weapon, as if he were going to war, and went to meet him. According to one version he said to him: Did you remember your mistress, as you are abandoning your studies to see a woman? There are those who say that he said to him: Did you remember your dove? Since both father and son were involved in an argument, they were preoccupied and this Master did not eat the cessation meal before Yom Kippur and that Master also did not eat the cessation meal that day.

227 MISHNA: A woman who rebels against her husband is fined; her marriage contract is reduced by seven dinars each week. Rabbi Yehuda says: Seven half-dinars [terapa’ikin] each week. Until when does he reduce her marriage contract? Until the reductions are equivalent to her marriage contract, i.e., until he no longer owes her any money, at which point he divorces her without any payment. Rabbi Yosei says: He can always continue to deduct from the sum, even beyond that which is owed to her due to her marriage contract, so that if she will receive an inheritance from another source, he can collect the extra amount from her. And similarly, if a man rebels against his wife, he is fined and an extra three dinars a week are added to her marriage contract. Rabbi Yehuda says: Three terapa’ikin.

228 GEMARA: The Gemara asks: Against what does she rebel; what is the nature of the rebellion discussed in the mishna? Rav Huna said: Against engaging in marital relations. Rabbi Yosei, son of Rabbi Ḥanina, said: Against the tasks she is obligated to perform for her husband. The Gemara clarifies this dispute. The mishna states: Similarly, if a man rebels against his wife. Granted, according to the one who says that the rebellion is against marital relations, it is well, as this type of rebellion can apply equally to a husband. However, according to the one who says that she rebels against performing tasks, is he subjugated to her to perform tasks? The Gemara answers: Yes, he is, as the mishna is discussing someone who says: I will not sustain and I will not support my wife.

229 The Gemara asks: But didn’t Rav say: One who says: I will not sustain and I will not support my wife must immediately divorce her and give her the payment for her marriage contract? What relevance is there to a discussion of a weekly fine? The Gemara answers: Shouldn’t he be consulted to investigate whether he will retract his decision? In the interim, while the court discusses the issue with him and explains that he must divorce his wife if he does not retract his decision, he is fined by the addition of three dinars per week to her marriage contract.

230 The Gemara raises an objection from a baraita with regard to a rebellious woman: It is the same to me, i.e., the same halakha applies, if the woman who rebelled is a betrothed woman, or a married woman, or even a menstruating woman, or even if she is ill, or even if she is a widow waiting for her yavam to perform levirate marriage.

231 The Gemara discusses the baraita. Granted, according to the one who says that her rebelliousness is referring to performing tasks, it is well. However, according to the one who says that she rebels against engaging in marital relations, is a menstruating woman fit to engage in marital relations? She is not, and therefore there would be no significance to her refusal. The Gemara answers: The one

who advocates that opinion could have said to you: One who has bread in his basket, i.e., one who has engaged in marital relations with his wife in the past, is not comparable to one who does not have bread in his basket. Since she declares her refusal to engage in marital relations, he suffers from this refusal even when she is menstruating or ill.

[232] There are those who say that the objection was phrased differently. Granted, according to the one who says that the rebellion discussed in the mishna is referring to engaging in marital relations, this explanation is consistent with that which is taught with regard to an ill woman, that she be fined as a rebellious woman, as even if she is not capable of working, she can still be rebellious with regard to marital relations.

[233] However, according to the one who says the rebellion is against performing tasks, is an ill woman fit to perform tasks? Since she is ill, she has no obligation to perform tasks and this is not deemed rebellious behavior. Rather, one must explain this as follows: If she rebelled against engaging in marital relations, everyone agrees that she is defined as a rebellious woman. They disagree with regard to one who rebels against performing tasks. One Sage, Rav Huna, holds that one who rebels against performing tasks is not a rebellious woman, and one Sage, Rabbi Yosei, son of Rabbi Ḥanina, holds that one who rebels against performing tasks is also considered a rebellious woman.

[234] § With regard to the matter itself: A woman who rebels against her husband is fined; we reduce her marriage contract by seven dinars each week, and Rabbi Yehuda says: Seven terapa’ikin. Our Sages went back and were counted again, meaning they voted and decided that instead of deducting a small amount from her marriage contract each week, they would make public announcements about her for four consecutive Shabbatot. And they decided that the court would send messengers to her to inform her: Be aware that even if your marriage contract is worth ten thousand dinars, you will lose it all if you continue your rebellion. If she does not retract her rebellion, she forfeits her entire marriage contract. With regard to this enactment, it is the same to me, meaning the halakha does not change, if she is a betrothed woman or a married woman, and even if she is a menstruating woman, and even if she is ill, and even if she is a widow awaiting her yavam to perform levirate marriage.

[235] Rabbi Ḥiyya bar Yosef said to Shmuel: Is a menstruating woman fit to engage in conjugal relations? He said to him: One who has bread in his basket, i.e., one who knows that he will be able to engage in relations with his wife after her period of menstrual impurity ends, is not comparable to one who does not have bread in his basket.

[236] Rami bar Ḥama said: We make announcements about her only in synagogues and study halls, but not in the street. Rava said: The language of the baraita is also precise, as it teaches: They would make announcements on four consecutive Shabbatot, which are days when no labor is performed and people are not to be found in the streets, but rather in synagogues and study halls. The Gemara summarizes: Conclude from this that this is the case. Rami bar Ḥama said: The court sends people to talk with her twice, once before the announcement and once after the announcement.

[237] Rav Naḥman bar Rav Ḥisda taught with regard to this: The halakha is in accordance with the decision of our Sages. Rava said: This is an absurdity [burkha]. Rav Naḥman bar Yitzḥak said to him: What is absurd about this? I said this to him, and I said it to him in the name of a great man. And who is the great man who ruled this way? Rabbi Yosei, son of Rabbi Ḥanina.

[238] The Gemara asks: And in accordance with whose opinion does Rava hold? The Gemara answers: In accordance with that which was stated: Rava said that Rav Sheshet said: The halakha is that she is

consulted in an attempt to convince her to retract her decision, and while doing so deductions are made from her marriage contract. But Rav Huna bar Yehuda said that Rav Sheshet said: The halakha is that we do not consult with her. According to both versions of Rav Sheshet's ruling, she does not lose her marriage contract immediately but rather it is reduced every week. This is the source for Rava's opinion.

239 § With regard to this halakha, the Gemara asks: What are the circumstances in which the halakha of a rebellious woman applies? Ameimar said: The case is where she says: I want to be married to him, but I am currently refusing him because I want to cause him anguish due to a dispute between us. However, if she said: I am disgusted with him, we do not compel her to remain with him, as one should not be compelled to live with someone who disgusts her. Mar Zutra said: We do compel her to stay with him.

240 It is related: There was an incident in which a woman rebelled, claiming that she was disgusted with her husband, and Mar Zutra compelled her to stay with him. And from this couple issued Rabbi Ḥanina of Sura. This demonstrates that even such coercion can cause a blessing. However, the Gemara concludes: That is not so. That case should not serve as a precedent, as there the positive outcome was due to heavenly assistance. Ordinarily, nothing good results from conjugal relations that the wife does not desire.

241 It is related that the daughter-in-law of Rav Zevid rebelled against her husband. She was holding a certain garment in her hands. Ameimar, Mar Zutra, and Rav Ashi were sitting, and Rav Gamda was sitting with them. They sat and said: If a woman rebelled, she lost her right to her worn clothes, meaning she has forfeited the clothes she brought with her for her dowry even if they are still in existence. Rav Gamda said to them: Because Rav Zevid is a great man, are you willing to flatter him with regard to this halakha? Didn't Rav Kahana say: Rava raises a dilemma about this issue with regard to worn clothes, and he did not resolve it? Yet you reached a decision out of respect for Rav Zevid. This is inappropriate. There are those who say that this incident happened differently, as these three Sages sat and said: If she rebelled, she did not lose her right to her worn clothes. Rav Gamda said to them:

242 Because Rav Zevid is a great man, and due to his piety and humility he would not challenge the ruling, you twist the judgment against him? Didn't Rav Kahana say: Rava raises a dilemma with regard to this issue and did not resolve it, so how did you rule that she may retain her worn clothes? The Gemara summarizes: Now that it was not stated and concluded this way or that way, if she seized an item of her possessions, we do not take it away from her, but if she did not seize it, we do not give it to her.

243 The Gemara adds another halakha with regard to a rebellious woman: And we delay her bill of divorce for twelve months of the year and do not give her a bill of divorce until then. And during those twelve months of the year she does not receive sustenance from her husband.

244 § Rav Tuvi bar Kisna said that Shmuel said: The court writes a letter of rebellion about a betrothed woman who is rebelling against her husband. This letter is a court order to deduct value from the marriage contract. But it does not write a letter of rebellion about a widow awaiting her yavam who does not want to enter into levirate marriage. The Gemara raises an objection from a baraita: It is the same to me if she is a betrothed woman or a married woman, and even if she is a menstruating woman, and even if she is ill, and even if she is a widow awaiting her yavam.

[245] The Gemara answers: This is not difficult, as the contradiction can be resolved in the following way: Here, where there is no distinction between a betrothed woman and a widow awaiting her yavam, it refers to a case where he asked to marry her and she is refusing; there, where there is a distinction, the case is where she asked to marry him and he is refusing. As Rav Taḥalisa bar Avimi said that Shmuel said: If he asked, the court responds to his request and gives her the status of a rebellious woman, but if she asked, it does not respond to her request and does not add to her marriage contract.

[246] The Gemara inquires: In what manner did you establish that which Shmuel said, that one writes a letter of rebellion about a betrothed woman but not about a widow awaiting her yavam? If it is a situation where she asked to marry him and he did not want, then why phrase this: The court writes a letter of rebellion about a betrothed woman, which indicates that the bill is written against her. It should have said instead: Write a letter of rebellion for a betrothed woman, meaning it is written on her behalf against her husband. The Gemara answers: This is not difficult, as the text is imprecise. Teach the statement instead this way: For a betrothed woman.

[247] The Gemara asks: What is different about a widow awaiting her yavam, for whom a letter of rebellion is not written against her husband? Because we say to her: Go away; you are not commanded to procreate. Therefore, although she cannot get married, he cannot be compelled to perform an act that the Torah does not specifically command him to perform. The Gemara challenges this answer: If this is the reasoning, then in the case of a betrothed woman, too, let us say to her: Go away; you are not commanded. Rather, the case where a letter of rebellion is issued must be referring to a woman who comes with a claim, saying: I want a staff in my hand and a hoe for burial, i.e., I want children who will support me in my old age and attend to my burial after my death. This claim is valid, and therefore the court issues a letter of rebellion against the husband.

[248] The Gemara asks: So too here, if she is a widow awaiting her yavam who comes with a claim, why shouldn’t the court listen to her? Rather, the Gemara retracts the explanation that she asked him to marry her. Instead, say that both this and that are discussing situations where he asks her and she rebels, and the question from the baraita on Shmuel’s statement is not difficult. Here, the baraita that said that the court writes a letter of rebellion about a widow awaiting her yavam, is referring to a case where the yavam asked her to perform ḥalitza and she refused. There, Shmuel’s statement that the court does not write it, is referring to a case where he asked to consummate the levirate marriage, as Rabbi Pedat said that Rabbi Yoḥanan said: If the yavam asked her to perform ḥalitza and she refused, the court responds to him. If he asked to perform levirate marriage, the court does not respond to him.

[249] The Gemara asks: What is different with regard to the request to consummate the levirate marriage, that if a woman refuses the court does not write a letter of rebellion against her? Because we say to him: Go and marry another woman. He is not required to marry her specifically, if she does not agree to the marriage. Therefore, her refusal is not deemed rebellion. The Gemara challenges that answer: If so, with regard to a request to perform ḥalitza also, let us say to him: Go and marry another woman. The difference between the two cases is still not clear.

[250] Rather, it must be that the reason is because he says: Since she is attached to me they will not give me another wife. As long as he has not performed ḥalitza, he may have a problem finding another wife, as a potential wife will be concerned that he has a woman attached to him and may

eventually enter levirate marriage with him. This is a valid claim, and therefore the court writes a letter of rebellion against her if she refuses ḥalitza.

[251] The Gemara asks: If so, here too, when she refuses a request to consummate the levirate marriage, he may say: Since she is attached to me they will not give me another. Why then doesn't the court write a letter of rebellion in this case? Rather, one must say that this and that are both discussing a case where he asked to consummate the levirate marriage. And it is not difficult. Here, in the baraita, where the court writes a letter of rebellion, it is in accordance with the first mishna. There, in Shmuel's statement, where it doesn't write one, it is in accordance with the ultimate version of the mishna.

[252] As we learned in a mishna (Bekhorot 13a): The mitzva of levirate marriage precedes the mitzva of ḥalitza. This halakha originally applied when people would intend to perform the levirate marriage for the sake of the mitzva. At that time, it was customary to compel a woman to enter levirate marriage. If she refused, the court wrote a letter of rebellion about her. However, now that people do not intend to enter levirate marriage for the sake of the mitzva, but may have other intentions, the Sages said: The mitzva of ḥalitza precedes the mitzva of levirate marriage. Shmuel's statement that the court does not write a letter of rebellion about a widow awaiting her yavam is in accordance with the ultimate version of the mishna.

[253] § The mishna asks: Until when does he reduce her marriage contract? And in that context it states that, according to the opinion of Rabbi Yehuda, the sums involved are calculated in terapa'ikin and not in dinars. The Gemara asks: What are terapa'ikin? Rav Sheshet said: An asteira, a small coin. And how much is an asteira? A half of a dinar. This is also taught in a baraita: Rabbi Yehuda says: Three terapa'ikin, which are nine ma'as, a ma'a and a half for each day, multiplied by six for the six days of the week.

[254] Rabbi Ḥiyya bar Yosef said to Shmuel: What is different when she is the one rebelling against him, that we give him compensation for Shabbat, as her marriage contract is reduced by seven dinars a week, which is one dinar per day including Shabbat, and what is different for her that we do not give her compensation for Shabbat but rather only for six days? The Gemara explains: When it is she who is fined and her marriage contract is reduced, it does not appear to be Shabbat wages, money paid for services rendered on Shabbat, which is prohibited. Whereas when it is he who is fined and compelled to add additional money every day to her marriage contract,

[255] it does appear to be Shabbat wages. Consequently, the Sages decreed that he should not give her money for Shabbat.

[256] On the same issue, Rabbi Ḥiyya bar Yosef said to Shmuel: What is the reason for the difference in halakha between a rebellious man and a rebellious woman? According to all opinions, a rebellious wife's fine is greater than that of a rebellious husband. He said to him: Go and learn from the market of prostitutes. Who hires whose services? Clearly, a man suffers more from lack of sexual intercourse, and therefore the penalty for a rebellious wife is greater. Alternatively, when he desires sexual relations, his inclination is noticeable on the outside, and therefore he feels shame as well as pain. But for her, her inclination is on the inside, and is not obvious.

[257] MISHNA: If someone feeds his wife by means of a third party serving as a trustee, while the husband himself is not living with her for some reason, he may not give her less than two kav of wheat or four kav of barley a week for her sustenance. Rabbi Yosei said: Only Rabbi Yishmael, who

was near Edom, allotted her barley. And he must give her half a kav of legumes, and half a log of oil, and a kav of dried figs or the weight of a maneh of fig cakes. And if he does not have these fruits, he must apportion for her a corresponding amount of fruit from elsewhere.

[258] And he must give her a bed, a soft mat, and a hard mat. And he must give her a cap for her head, and a belt for her waist, and new shoes from Festival to Festival, i.e., he must buy her new shoes each Festival. And he must purchase garments for her with a value of fifty dinars from year to year. The mishna comments: And he may not give her new clothes, which tend to be thick and warm, in the summer, nor worn garments in the rainy season, as these are too thin and she will be cold. Rather, he should give her clothes at a value of fifty dinars in the rainy season, and she covers herself with these same worn garments in the summer as well. And the leftover, worn clothes belong to her.

[259] In addition to the above, he must give her another silver ma’a coin for the rest of her needs. And she eats with him from Shabbat evening to Shabbat evening. Although he may provide for her sustenance via a third party throughout the week, on Shabbat evening she has the right to eat together with him. And if he does not give her a silver ma’a coin for her needs, her earnings belong to her.

[260] And what is the fixed amount that she must earn for him? She must spin wool in the weight of five sela of threads of the warp in Judea, which are equivalent to ten sela according to the measurements of the Galilee, or the weight of ten sela of the threads of the woof, which are easier to prepare, in Judea, which are equivalent to twenty sela according to the measurements used in the Galilee. And if she is nursing at the time, the required amount is reduced from her earnings and is added to the sum she receives for her sustenance. In what case is this statement, i.e., all these amounts and measurements, said? With regard to the poorest of Jews, i.e., these are the minimum requirements. However, in the case of a financially prominent man, all the amounts are increased according to his prominence.

[261] GEMARA: Whose opinion is expressed in the mishna? It is not Rabbi Yoḥanan ben Beroka and it is not Rabbi Shimon, as we learned in a mishna (Eiruvin 82b): What is the measure for a joining of Shabbat boundaries [eiruv]? It consists of a quantity of food sufficient for two meals for each and every one of those included in the eiruv. The tanna’im disagree with regard to the definition of these two meals: It is referring to one’s food that he eats on a weekday and not on Shabbat; this is the statement of Rabbi Meir. Rabbi Yehuda says: It is referring to the amount he eats on Shabbat and not on a weekday. And both this Sage, Rabbi Meir, and that Sage, Rabbi Yehuda, intend to be lenient, as Rabbi Meir maintains that people eat more food on Shabbat, whereas Rabbi Yehuda believes that they consume more on a weekday.

[262] Rabbi Yoḥanan ben Beroka says: Food for two meals is the size of a loaf bought with a pundeyon, which is one forty-eighth of a sela, when four se’a of wheat are sold for a sela. According to this calculation, a pundeyon can purchase one-twelfth of a se’a of wheat, which is equivalent to half of a kav, as there are six kav in a se’a. Therefore, according to Rabbi Yoḥanan ben Beroka, one quarter of a kav is sufficient for a single meal. Rabbi Shimon says: Food for two meals is two of three parts of a loaf, when three loaves are prepared from a kav of wheat. According to Rabbi Shimon, therefore, one-ninth of a kav of wheat is sufficient for a meal.

[263] Having discussed the various opinions with regard to the size of a loaf of bread sufficient for a meal, the mishna states that half of this loaf is the amount called a half [peras], a measure relevant for the halakhot of a leprous house. If one enters a house afflicted with leprosy and remains there long

enough to eat this amount of food, the clothes he is wearing become ritually impure. And half of its half, one quarter of a loaf this size, is the amount of ritually impure food that renders the body unfit. In other words, impure food of this amount imparts ritual impurity to the body of the eater and disqualifies him by rabbinic law from eating teruma. And half of one half of its half, one-eighth of this loaf, is the minimum measure of food that is susceptible to ritual impurity as food.

264 After the citing the mishna, the Gemara returns to its question: Who is the author of the mishna here, which says a husband must provide two kav of wheat per week for his wife's sustenance? If it is Rabbi Yoḥanan ben Beroka, who maintains that one quarter of a kav is sufficient for a single meal, there are only eight meals in two kav, and the wife requires at least fourteen meals for a week, as it was customary to eat two meals each day. And if it is Rabbi Shimon, who holds that one-ninth of a kav is sufficient for a meal, two kav are enough for eighteen meals, and therefore the mishna requires more than she actually needs.

265 The Gemara answers: Actually, the mishna is in accordance with the opinion of Rabbi Yoḥanan ben Beroka, and this is as Rav Ḥisda said in explanation of Rabbi Yoḥanan ben Beroka's opinion: Deduct one-third for the grocer's markup, as he takes one-third as profit. This adds one half to the total cost. Here, too, bring one-third and add it to the total amount of meals that can be provided by two kav of wheat. The Gemara raises a difficulty: Still, after adjusting the calculation by adding an additional half, a measurement known by the term: Outside third, to the amount of meals that can be eaten from two kav of wheat, they are equal to twelve meals. This is still not sufficient, as the wife requires fourteen. The Gemara answers: She eats with him on Shabbat evening. Consequently, this meal is not included in the amount that must be provided through the third party.

266 The Gemara asks: This works out well according to the one who says that when the mishna is referring to eating, it means literal eating. However, according to the one who says that this eating on Shabbat evening is a euphemism, and it is actually referring to conjugal relations, what can be said? And furthermore, even if the meal on Shabbat evening is omitted, they are still thirteen meals that she requires but she has enough for only twelve. Rather, this is as Rav Ḥisda said, with regard to Rabbi Yoḥanan ben Beroka's opinion: Deduct one-half for the grocer's markup. So too here, bring a half and add it to the total amount, which means she has enough for sixteen meals, not eight.

267 The Gemara asks: This is difficult with regard to one statement of Rav Ḥisda, which seemingly contradicts the other statement of Rav Ḥisda. The Gemara answers: This is not difficult. This statement, that the grocer's markup adds one-third to the price, is referring to a place where they also give money as a separate payment for the wood required to bake bread. That statement, that the grocer's markup adds half, is referring to a place where they do not give money for wood, and therefore the markup must be higher to cover those costs.

268 After reconciling the apparent contradiction between the two statements of Rav Ḥisda, the Gemara returns to the opinion of Rabbi Yoḥanan ben Beroka. If so, according to the above calculation, there are sixteen meals, which is more than a woman requires in a week. The Gemara suggests: In that case, who is the author of the mishna? Is it in accordance with the opinion of Rabbi Ḥidka, who said that a person is obligated to eat four meals on Shabbat? Since two meals are eaten on an ordinary weekday, this results in a total of sixteen meals a week.

269 The Gemara rejects this suggestion: You can even say that the mishna is in accordance with the opinion of the Rabbis, who maintain that one is obligated to eat only three meals on Shabbat, as you

should remove one meal for guests and wayfarers. In other words, the husband cannot give his wife the absolute minimum amount she requires for herself and no more. He must give her enough to provide for the occasional visitor. Consequently, the total sum is somewhat more than was originally assumed.

270 The Gemara adds: Now that you have arrived at this answer, you can even say that the mishna is in accordance with the opinion of Rabbi Shimon, who maintains that two kav is sufficient for eighteen meals. This can be explained either by saying that Rabbi Shimon agrees with the opinion of the Rabbis, that one eats three meals on Shabbat, if you remove three meals for guests and wayfarers, or that Rabbi Shimon agrees with the opinion of Rabbi Ḥidka, that four meals are eaten on Shabbat, in which case you must remove two meals for guests and wayfarers. In this manner, the mishna can be reconciled with all opinions.

271 § The mishna teaches that Rabbi Yosei said: Only Rabbi Yishmael, who was near Edom, allotted her barley. The Gemara asks: But does this indicate that it is only in Edom that they eat barley, whereas in the rest of the world they do not eat barley? This cannot be the case, as barley was eaten by the poor everywhere. The Gemara explains: This is what Rabbi Yosei is saying: Only Rabbi Yishmael, who was near Edom, allotted her a double amount of barley to that of wheat, since Edomite barley is bad, whereas elsewhere the barley is of a higher quality, and therefore the difference between barley and wheat is less marked.

272 § The mishna further taught: And he must give her half a kav of legumes as well as oil and fruit. The Gemara comments: And yet wine is not taught in the mishna. This supports the opinion of Rabbi Elazar, as Rabbi Elazar said:

273 Wines are not allotted to a wife. And if you say that in the verse: “I will go after my lovers who give me my bread and my water, my wool and my flax, my oil and my drink” (Hosea 2:7), “drink [shikkuyai]” is apparently a reference to wine, which indicates that it is usual for a woman to receive wine, this is invalid, since actually shikkuyai is not referring to wine but rather to items that a woman desires [mishtokeket]. And what are these? Jewelry or other ornaments, not wine.

274 Rabbi Yehuda of the village of Neviraya, and some say of the village of Nefor Ḥayil, interpreted a verse: From where is it derived that one does not allot wines for a woman? As it is stated: “So Hannah rose up after she had eaten in Shiloh and after he had drunk” (I Samuel 1:9). It states: “He had drunk,” and not: She had drunk. This teaches that although she ate, she did not drink wine.

275 The Gemara asks: However, if that is so, by the same reasoning, should the phrase “she had eaten,” which is in the feminine, indeed be interpreted to mean that only she ate, and that he did not eat? The Gemara answers: We say this interpretation from the fact that the verse changed its language. Since the verse was already dealing with her, what is the reason that it changed the terminology and did not state: And had drunk, in the feminine? One can learn from this that “he had drunk” means that he drank, but she did not drink.

276 The Gemara raises an objection from a baraita: If a woman is accustomed to wine, she is given wine. The Gemara explains: If the woman is accustomed to wine it is different, as Rav Ḥinnana bar Kahana said that Shmuel said: If a woman is accustomed to drinking wine, she is given one cup, and if she is not accustomed to wine, she is given two cups.

277 The Gemara asks: What is Shmuel saying? His statement is the opposite of what one would logically expect. Abaye said: This is what he is saying: If she is accustomed to wine, then in the presence of her husband she is given two cups, and if she is not in the presence of her husband she is given one cup. If she is not accustomed to drinking wine, then in the presence of her husband she is given only one cup, and if she is not in the presence of her husband she is not given wine at all.

278 And if you wish, say instead: If she is accustomed to wine, she is given wine, but not for drinking, rather for meat pudding [tzikei], made with wine, flour, and leftover meat in a pot. As Rabbi Abbahu said that Rabbi Yoḥanan said: An incident occurred involving the daughter-in-law of Nakdimon ben Guryon, whose husband had died. The Sages apportioned for her from his estate two se'a of wine for pudding, from one Shabbat eve to another. She said to them, as a blessing out of gratitude: So may you apportion for your own daughters an amount as large as this. It was taught: She was a widow waiting for her yavam, and consequently, the Sages did not answer amen after her blessing, as they did not want their daughters to reach her unfortunate state.

279 It was taught in a baraita: One cup of wine is good for a woman; two cups is a disgrace, as she will start to become drunk; after three cups, she will become lustful and verbally request sexual intercourse, which is unseemly; after four cups of wine, she will even request intercourse from a donkey in the marketplace, as at this stage she is so drunk that she is not particular about with whom she has relations. Rava said: They taught that a woman should not drink much wine only if her husband is not with her. However, if her husband is with her, we have no problem with it. If she feels an urge for intercourse her husband is available.

280 The Gemara raises a difficulty: But the case of Hannah was one in which her husband was with her, and yet this episode is cited as a source for the halakha that a woman should not drink wine. The Gemara answers: The case of a guest is different, as Rav Huna said: From where is it derived that a guest is prohibited from engaging in conjugal relations? As it is stated: "And they rose up in the morning early, and worshipped before the Lord, and returned, and came to their house to Ramah; and Elkanah knew Hannah his wife; and the Lord remembered her" (I Samuel 1:19). This verse indicates that now, after they returned home, yes, they engaged in relations; at the outset, when they were still in Shiloh, no, they did not. Therefore, Hannah did not drink wine in Shiloh.

281 The Gemara relates: Abaye's wife, Ḥoma, came before Rava after Abaye died, as Rava was the local judge. She said to him: Apportion sustenance for me, as I am entitled to be sustained by Abaye's heirs. Rava apportioned sustenance for her. She subsequently said to him: Apportion wine for me as well. Rava said to her: I know that Naḥmani, i.e., Abaye, did not drink wine. Since you were not accustomed to drinking wine during your husband's lifetime, you are not entitled to it after his death. She said to him: By the Master's life, this is not correct. In fact, he would give me wine to drink in cups [shufrazei] as large as this. She gestured with her hands to show how large the cups were. While she was showing him the size of the cups, her arm became uncovered, and she was so beautiful that it was as though a light had shined in the courtroom.

282 Rava arose, went home, and requested intercourse from his wife, the daughter of Rav Ḥisda. The daughter of Rav Ḥisda said to him: Who was just now in the courtroom? Noticing his unusual behavior, she suspected that there must have been a woman in the court. He said to her: Ḥoma, Abaye's wife, was there. Upon hearing this, Rava's wife went after Ḥoma and struck her with the lock of a chest [kulpei deshida] until she drove her out of the entire city of Meḥoza, saying to her:

You have already killed three men, as Abaye was your third husband, and now you come to kill another one, my husband Rava? Since you showed him your beauty, he will want to marry you.

283 The Gemara relates a similar incident: The wife of Rav Yosef, son of Rava, came before Rav Neḥemya, son of Rav Yosef, for judgment. She said to him: Apportion sustenance for me. Rav Neḥemya apportioned a certain amount of sustenance for her. She said to him: Apportion wine for me as well. He apportioned wine for her. He said to her: I know that the residents of Meḥoza are accustomed to drinking wine, and therefore you, too, are entitled to wine, in accordance with the local custom.

284 Similarly, the wife of Rav Yosef, son of Rav Menashya of D'vil, came before Rav Yosef. She said to him: Apportion sustenance for me. He apportioned sustenance for her. She added: Apportion wine for me. He apportioned wine for her. She continued: Apportion silk garments for me. Rav Yosef said to her: Why do you need silk garments? She said to him: For you, for your friends, and for your friends' friends. Even as a widow, I should not have to be ashamed in front of you and your colleagues.

285 § The mishna taught: And he must give her a bed, a soft mat, and a hard mat. The Gemara asks: Why does he need to give her a soft mat and a hard mat if she already has a bed? Rav Pappa said: The mishna is speaking of a place where it is the custom to fill a bed with ropes. Because these ropes cause her suffering and age [mevager] her, she covers them with a mat, which serves as a kind of mattress upon which she can lie in comfort.

286 The Sages taught: One does not give a poor woman a pillow and a cushion. In the name of Rabbi Natan, they said: One does give her a pillow and a cushion. The Gemara asks: What are the circumstances? If it is her usual manner to use a pillow and cushion, what is the reason for the opinion of the first tanna that she is not given these items? And if it is not her usual manner, what is the reason for the opinion of Rabbi Natan?

287 The Gemara answers: No, it is necessary in a case where it is his manner to use a pillow and cushion, but it is not her manner. The first tanna holds that the husband says to her: When I go away from you, I will take my bedding with me, and when I come back I will bring it with me. And Rabbi Natan holds that she can say to him: Sometimes it happens that you arrive at twilight and you are unable to bring it with you, and you will take my bedding and you will make me lie on the ground. Therefore, I require extra pillows and cushions.

288 § The mishna further taught: And he must give her a cap, and shoes every Festival, and clothes once a year. Rav Pappa said to Abaye:

289 This tanna creates a bizarre situation in which the woman is left naked but wearing shoes, as the husband must give his wife shoes three times a year but new clothing only once a year. Abaye said to him: The tanna is standing, i.e., speaking of, a mountainous region, in which she cannot do without three pairs of shoes, as shoes wear out quickly in hilly areas. And in passing, the tanna teaches us that he should give them to her on a Festival, so that she will rejoice in them during the Festival.

290 § The mishna teaches: And he must give her clothes with a value of fifty dinars. Abaye said: This is referring to fifty simple [peshitei] dinars, used as the money of the state, which are worth only one-eighth of Tyrian dinars. From where did Abaye derive this? From the fact that it teaches: In what case is this statement said? It is with regard to the poorest of Jews. However, in the case of a prominent

man, all the amounts are increased in accordance with his prominence. And if it enters your mind that the mishna means literally fifty dinars, from where would such a poor man get fifty dinars? How could a pauper afford to give such a large sum to his wife for her clothing? Rather, learn from this that the mishna is referring to fifty simple dinars.

[291] § The mishna further states: And he may not give her new clothes in the summer, nor worn garments in the rainy season, and the leftover, worn clothes belong to her. The Sages taught: Leftover sustenance belongs to the husband, whereas leftover, worn clothes belong to the wife. The Gemara asks: With regard to the statement that worn clothes belong to the wife, why does she need these old clothes? Raḥava said: She requires them, as she covers herself with them during her days of menstruation, so that she does not become repulsive to her husband. If she wears her normal clothes when she is menstruating, he will later be disgusted by her.

[292] Abaye said: We have a tradition that the leftover, worn clothes of a widow belong to the husband's heirs. The reason is that it is only in that case there, concerning a woman whose husband is alive, that the reasoning so that she does not become repulsive to her husband can be applied. Whereas here, when he is dead, let her become repulsive. There is no need to ensure that she find favor in the eyes of his heirs.

[293] § The mishna teaches that he gives her a silver ma'a, and she eats with him from one Shabbat evening to the next. The Gemara asks: What is the meaning of the phrase: She eats, in this context? Rav Naḥman said: It means literally that she eats with him once a week. Rav Ashi said: This is referring to sexual relations.

[294] The mishna states: And she eats with him from Shabbat evening to Shabbat evening. Granted, according to the one who says that it means actual eating, this explanation is consistent with that which is taught: She eats. However, according to the one who says that it is referring to sexual relations, what is the meaning of: She eats? The Gemara explains: It is a euphemism, as it is written: "So is the way of an adulterous woman; she eats, and wipes her mouth, and says: I have done no wickedness" (Proverbs 30:20).

[295] The Gemara raises an objection: Rabban Shimon ben Gamliel says, disagreeing with the tanna of the mishna: She eats on Shabbat evening and on Shabbat. Granted, according to the one who says that it means actual eating, this explanation is consistent with that which is taught: And Shabbat, i.e., she dines with him also on the day of Shabbat. However, according to the one who says that it is referring to sexual relations, are there sexual relations on the day of Shabbat? But didn't Rav Huna say: The Jewish people are holy and therefore do not engage in sexual relations during the day? The Gemara answers that Rava said: If they are in a dark house, it is permitted to engage in relations even during the day.

[296] § The mishna teaches: And if she is nursing, the required amount is reduced from her earnings and is added to the sum she receives for her sustenance. Rabbi Ulla the Great taught at the entrance to the house of the Nasi: Although the Sages said that a person is not obligated to sustain his sons and daughters when they are young, still, he must sustain the very young ones.

[297] The Gemara asks: Until when are they considered very young? Until the age of six, in accordance with the opinion of Rav Asi, as Rav Asi said: A six-year-old minor may go out by means of his mother's eiruv, if she prepared an eiruv on one side of the city. He is included in his mother's eiruv rather than that of his father, as he is considered subordinate to his mother.

298 The Gemara asks: From where is this halakha that Rabbi Ulla taught derived? The Gemara explains that it is derived from the fact that it teaches: If she is nursing, the required amount is reduced from her earnings and is added to the sum she receives for her sustenance. What is the reason for this? Is it not because the baby needs to eat together with her? This shows that a father is responsible to provide for his young child. The Gemara rejects this proof: But perhaps he increases her sustenance not due to the baby but because she is considered ill due to her weakness while nursing, in which case the obligation stems from his obligation to his wife, not to his child.

299 The Gemara retorts: If so, let the mishna teach: If she was ill. What is the reason that it specifies: If she was nursing? The reason for this halakha must certainly be due to the child. The Gemara again rejects this answer: But perhaps the mishna teaches us this, that in an ordinary situation, nursing women are considered ill, and that a husband must increase the sustenance all the more so if his wife is actually ill. Consequently, this does not prove that a father is obligated to sustain his very young child. It was stated that Rabbi Yehoshua ben Levi said: Wine is added for a nursing woman, as wine is good for milk.

## Chapter 6

1 MISHNA: A lost object found by a wife and the wife’s earnings belong to her husband. And with regard to her inheritance, the husband enjoys the profits of this property in her lifetime. If she is humiliated or injured, the perpetrator is liable to pay compensation for her humiliation and her degradation, as relevant. This payment belongs to her.

2 Rabbi Yehuda ben Beteira says: When it is an injury that is in a concealed part of the woman’s body, she receives two parts, i.e., two-thirds, of the payment for humiliation and degradation, and the husband receives one part, i.e., one-third, as the injury affects him as well. And when it is an injury that is in an exposed part of her body, he receives two parts, as he suffers public humiliation due to her condition, and she receives one part. His payment should be given to him immediately. And with her portion, land should be purchased with it, and he enjoys the profits of that property.

3 GEMARA: The Gemara asks: What is the mishna teaching us? We already learned in a mishna (46b) that the father is entitled, in the case of his daughter, to authority over her betrothal, whether it is effected with money, with a document, or through sexual intercourse. Furthermore, as long as she is single, her father is entitled to any lost object that she finds, and to her earnings, and to effect nullification of her vows (see Numbers, chapter 30). Her father also receives her bill of divorce on her behalf, but he does not enjoy the profits of her property in her lifetime. If she is married, the rights of the husband are greater than his, as the husband enjoys the profits of her property in her lifetime. What, then, is the mishna teaching beyond that which was taught elsewhere?

4 The Gemara answers: It was necessary for the tanna to mention the halakhot concerning compensation for her humiliation and her degradation, as ownership of these payments is subject to a dispute between Rabbi Yehuda ben Beteira and the Rabbis.

5 § A tanna teaches a baraita before Rava: A lost object found by a wife belongs to her; Rabbi Akiva says it belongs to her husband. Rava said to that tanna: This baraita is puzzling. Now, if, with regard to the surplus of the wife’s earnings beyond the minimum sum stipulated by the Sages,

[6] which is categorized as part of her earnings and to which the husband has rights, Rabbi Akiva says the surplus belongs to her, then with regard to lost objects that she found, which are unrelated to her handiwork, do they not all the more so belong to her?

[7] That is Rabbi Akiva's opinion with regard to surplus, as we learned in a mishna (Nedarim 85a): With regard to a woman who said to her husband: Anything that I produce will be konam, i.e., forbidden like an offering, to your mouth, he need not nullify the vow. The vow never took effect at all because a woman cannot prohibit her husband from items produced by actions that she is obligated to perform for him. Rabbi Akiva says: He should nullify the vow, lest she produce surplus that is more than the amount that is fitting for him, and the vow will take effect on the surplus, which she is not obligated to provide him. According to Rabbi Akiva, any surplus belongs to her. The Gemara answers: Rather, reverse the opinions: Lost objects found by a wife belong to her husband; Rabbi Akiva says: They belong to her.

[8] The Gemara asks: But when Ravin came from Eretz Yisrael, didn't he say that Rabbi Yoḥanan said: With regard to surplus that is not produced through extraordinary effort, everyone agrees that it is the husband's. Where they disagree is in a case of surplus that is produced through extraordinary effort. The first tanna holds that the surplus belongs to her husband, and Rabbi Akiva holds that the surplus belongs to her. Apparently, there is no need to reverse the opinions, as Rabbi Akiva acknowledges that there are instances in which surplus belongs to the husband (Rid). The Gemara responds: Rav Pappa said: A lost object found by a wife is comparable to surplus that is produced through extraordinary effort, as this is not a regular occurrence. Therefore, lost objects are subject to the dispute between Rabbi Akiva and the Rabbis.

[9] Rav Pappa raises a dilemma: In a case where she performed two tasks for him simultaneously, what is the halakha; is the status of the earnings the same as surplus produced through exertion? Similarly, Ravina raises a dilemma: In a case where she performed three or four tasks simultaneously, what is the halakha? The dilemmas shall stand unresolved.

[10] § The mishna states that payments for her humiliation and for her degradation belong to her, but that Rabbi Yehuda ben Beteira holds that the husband receives a portion of the compensation. Rava bar Rav Ḥanan strongly objects to this: If that is so according to Rabbi Yehuda ben Beteira, then if one humiliated another's horse, is it then the halakha that also such an offender is required to give him payment for humiliation? The Gemara asks: And is a horse subject to humiliation? How is a horse, who suffers no humiliation, comparable to a person, who does suffer from humiliation? Rather, the question is: According to Rabbi Yehuda ben Beteira, if one spat on another's clothing, is the halakha that also such an offender be required to give him payment for humiliation?

[11] And if you would say that indeed he would be required to pay, but didn't we learn in a mishna (Bava Kamma 90a): If he spat at another person and the saliva reached him, or if he uncovered a woman's head, or if he removed his garment from another, he is obligated to give him a payment of four hundred dinars, because of the extreme humiliation that he caused. And Rav Pappa said: They taught that he must pay four hundred dinars only when the spit reached his person. However, if the saliva reached his garment, the one who spat is exempt. Why, then, is one who humiliates a woman required to pay compensation to her husband? The Gemara rejects the comparison: When a person spits on one's garment, he does not suffer dishonor, but if one's wife is humiliated, she suffers dishonor, which causes him humiliation.

[12] Ravina said to Rav Ashi: However, if that is so, if one humiliated a poor person of noble descent, where there is dishonor for all members of the family, is the halakha also that he is required to give payment for humiliation to all members of the family? Rav Ashi said to him that there is a distinction between one's wife and one's relatives. There, where a relative was humiliated, it is not as if they themselves had suffered the humiliation. Here, since one's wife is considered his own self, it is as if he himself were humiliated.

[13] MISHNA: In the case of one who pledges to set aside a sum of money for his son-in-law as part of a dowry, and his son-in-law dies before receiving the money, the terms of the dowry do not transfer to the brother, who is now the yavam of the widow. The Sages said: The father-in-law can say to the yavam: To your brother, I wanted to give this money, but to you I do not want to give it.

[14] The mishna addresses another matter. If the woman had pledged to bring in for him one thousand dinars in cash as a dowry, he then pledges, in the marriage contract, that he will give her fifteen hundred dinars against them. That is, he writes in the marriage document that in the event of divorce or his death, he will pay her that greater amount. And against the appraisal of goods such as utensils and other movable items that are included in the dowry, he pledges one-fifth less than the amount of the evaluation. This is because movable property is generally assessed at a value one-fifth higher than the actual value, and he cannot earn any money from these items.

[15] If the appraisal is set at one hundred dinars and the property is actually worth one hundred dinars, then since the appraisal is conducted at market value he has a claim to property worth only one hundred dinars. Likewise, he may not record a decreased sum of property. His recorded appraisal of the movable property that she brings into the marriage is one hundred dinars only when she is giving thirty-one sela and one dinar, equal to 125 dinars. This is because the actual value is one-fifth less than the inflated evaluation, as explained. And similarly, he pledges four hundred dinars against her assets only when she is giving five hundred, based on the inflated assessment of their worth, such that the real value is four hundred dinars. In contrast, what

[16] the son-in-law pledges according to the amount of the dowry that the bride brings, he pledges one-fifth less in the marriage contract, which is the actual value of the property.

[17] GEMARA: The Gemara cites a baraita to expand upon the mishna's statement that the father is not required to give the second son-in-law the gift that he promised the first son-in-law, as follows. The Sages taught: Needless to say, this ruling applies when the first is a Torah scholar and the second is an ignoramus, since the father-in-law has a reason to refuse to give the second a dowry like the first. But even if the first is an ignoramus and the second is a Torah scholar, the father-in-law may say: To your brother, I wanted to give this dowry, but to you I do not want to give it, since the obligation incurred was to a specific individual.

[18] The mishna discusses the relationship between the value of the dowry the bride brings in and the amount of money the groom records in the marriage contract, and various examples are illustrated, e.g., if the woman pledged to bring him one thousand dinars. The Gemara asks: These latter examples in the mishna are the same as the first clause of the mishna, and they all illustrate the same financial conditions. Why was it not sufficient to mention only the case of the thousand dinars? The Gemara explains: The tanna teaches about a large appraisal of her substantial property, and he also teaches about a small appraisal in a case where she has minimal property, to illustrate that there is no halakhic difference between them. Similarly, the tanna teaches about the husband's own appraisal of

how to assess how much she must provide, and he also teaches about the wife’s own initial appraisal that she did and the corresponding amount that he must write.

[19] MISHNA: If she pledged to bring him money and not articles to serve as a dowry, her sela, i.e., four dinars, becomes six dinars with respect to the husband’s obligation in the marriage contract. This follows the standard outlined in the previous mishna: The groom increases his obligation by one half since he will profit from this money. Additionally, the groom accepts upon himself to give ten dinars to the account for her needs, for each and every hundred dinars that she brings. Rabban Shimon ben Gamliel says: Everything is in accordance with the regional custom.

[20] GEMARA: Concerning the first clause, that her sela becomes six dinars, the Gemara asks: This is identical to that which was taught in the previous mishna, that if she brings one thousand dinars in her dowry, he pledges against them fifteen hundred dinars. Why does the mishna cite another example to demonstrate the same principle?

[21] The Gemara responds: The tanna taught about large investment capital and taught about small investment capital. And it is necessary to relate to both situations, because if he taught only the case of large capital, which has abundant profit, you might think that only then does the husband add one-half. However, for small capital, which has small profit, you could say that this is not the case. Therefore, it is necessary to also state the principle in this mishna. And conversely, if the tanna had taught us only about small capital, then you might think that because it has little expense, one must add a half. However, with regard to large capital, for which there is abundant expense, you could say that the husband need not add as much. Therefore, it is necessary to state both cases to teach that the husband adds one-half to the sum in any case.

[22] The mishna states that the son-in-law accepts upon himself to give ten dinars to the account. The Gemara asks: What is this account? Rav Ashi said: It is an account for expenses of perfumes and cosmetics. And Rav Ashi said: This statement was said only for women in Jerusalem, where the women are accustomed to using an abundance of perfume.

[23] According to the mishna, the husband must give ten dinars for each and every hundred dinars that she brings. Rav Ashi raises a dilemma: Does this speak of each hundred dinars that are appraised in her dowry, or of each hundred dinars that are accepted by the husband in the marriage contract, which is the appraisal reduced by one-fifth?

[24] If you say that the mishna speaks of each hundred dinars that is accepted, is the intent that he gives a one-time sum only on the first day or on each day? If you say that he gives it every day, does he give it only the first week of marriage or each week? If you say he gives it each week, does he give it only the first month or each month? If you say he gives it each month, does he give it only the first year of marriage or each year? The Gemara does not determine how the calculation must be rendered and with what frequency the husband is required to provide for her cosmetics, and the dilemmas shall stand unresolved.

[25] § Rav Yehuda said that Rav said: There was an incident involving the daughter of Nakdimon ben Guryon. When the Sages designated for her four hundred gold coins for her account of perfumes, from her late husband’s estate, for use on that same day, she blessed them and said to them: This is how you should also pledge for your own daughters, and they answered after her: Amen.

[26] Apropos the daughter of Nakdimon ben Guryon, the Gemara relates what later became of her: The Sages taught: There was an incident involving Rabban Yoḥanan ben Zakkai. When he was riding on a donkey and leaving Jerusalem, and his students were walking after him to learn from him, he saw a certain young woman who was gathering barley from among the dung of the animals of Arabs. She was so poor that she subsisted on the undigested barley within the dung. When she saw him, she wrapped herself in her hair, as she had nothing else with which to cover herself, and stood before him.

[27] She said to him: My teacher, sustain me. He did not recognize her, so he said to her: My daughter, who are you? She said to him: I am the daughter of Nakdimon ben Guryon. He said to her: My daughter, the money of your father's household, where did it go? How did you become so poor? She said to him: My teacher, is it not that they say such a proverb in Jerusalem: Salt for money is lacking [ḥaser]? There is nothing with which to preserve it and prevent it from being lost. And some say the proverb asserts that kindness [ḥesed] is salt for money, i.e., using money for acts of kindness preserves it. He continued to ask her: And the money of your father-in-law's house, which was used properly, for benevolent acts, where is it? She said to him: This one came and destroyed that one; all the money was combined, and it was all lost together.

[28] She said to him: My teacher, do you remember when you signed on my marriage contract? He said to his students: I remember that when I signed on the marriage contract of this woman, and I read in it, it listed a thousand thousands, i.e., one million gold dinars as a dowry from her father's house, aside from that which was promised her from her father-in-law. Rabban Yoḥanan ben Zakkai cried and said: How fortunate are you, Israel, for when Israel performs the will of the Omnipresent, no nation or tongue can rule over them; and when Israel does not perform the will of the Omnipresent, He delivers them into the hand of a lowly nation. Not only are they delivered into the hand of a lowly nation, but even into the hand of the animals of a lowly nation, as in the pitiful instance of Nakdimon's daughter.

[29] The recorded incident implies that Nakdimon lost all of his wealth after having failed to use it for acts of kindness. The Gemara asks: And did not Nakdimon ben Guryon perform charity? Isn't it taught in a baraita: They said about Nakdimon ben Guryon that when he would leave his home to go to the study hall, there were fine woolen garments his attendants would

[30] spread underneath him to walk on, and with his blessing, the poor would come and fold them up from behind him for themselves? Clearly he gave abundant charity. The Gemara offers two possible explanations: If you wish, say that he acted that way for his own honor, to demonstrate that he considered the exorbitant expense trivial. And if you wish, say that as he should have done, he did not do. As people say, according to the camel is the burden. The stronger the camel, the heavier the load it must bear. Even if he gave altruistically, Nakdimon ben Guryon did not give as much as he was expected to give.

[31] It is taught in a baraita (Tosefta 5:8) with regard to the daughter of Nakdimon ben Guryon: Rabbi Elazar, son of Rabbi Tzadok, said in the form of an oath: I pray that I will not see the consolation of the Jewish people if I did not see her gathering barley kernels from between the hooves of horses in Akko. I recited this verse about her: "If you know not, O you fairest among women, go your way forth by the footsteps of the flock and feed your kids, beside the shepherds' tents" (Song of Songs 1:8). Do not read it as "your kids [gediyotayikh]" but rather read it as your bodies [geviyotayikh].

This woman is compelled to follow the sheep to the pastures in order to sustain her own body from the leftovers of their food.

[32] § The Gemara returns to the topic of how the groom records the bride's dowry in the marriage contract: Rav Shemen bar Abba said that Rabbi Yoḥanan said: If she brings him gold in her dowry, the court appraises it, and it is recorded in the marriage contract according to its value, without additions or subtractions. The Gemara raises an objection from that which was taught in a baraita: The halakha is that the gold is like utensils and not like cash for purposes of the dowry. The Gemara qualifies its objection: What, is it not that gold is like silver vessels, which diminish, so that they resemble all other goods in the dowry whose values are reduced in the marriage contract? The Gemara responds: No, the intent is that gold is like utensils of gold, which do not diminish. The Gemara asks: If so, the baraita should have stated that gold is like its own utensils, which would demonstrate that gold is appraised according to its true value. Evidently, then, this is not true of gold.

[33] And moreover, one can ask: It is taught in a baraita (Tosefta 6:2) that the halakha is that gold is like utensils and that gold dinars are like silver coins. Rabban Shimon ben Gamliel says: In a place where people were accustomed not to exchange them, the court appraises them, and they are recorded at their appraised worth, no more or less. The Gemara clarifies: To which clause is Rabban Shimon ben Gamliel referring, when he comments that they are not exchanged? If we say he is commenting on the latter clause concerning the gold dinars, by inference it may be understood that the first tanna holds that gold dinars have the same status as cash, even in a place where people were accustomed not to exchange them. But they are not used and do not function as liquid money in a place where they are not exchanged. Why, then, does the husband need to raise the value as though they were functional cash?

[34] Rather, is it not that Rabban Shimon ben Gamliel commented on the first clause of the baraita, and this is what the baraita is saying: The halakha is that gold is like utensils. What is meant by the ambiguous term utensils? Utensils of silver. Rabban Shimon ben Gamliel qualifies this ruling and says: The halakha is that it is like gold dinars, whose value remains constant, in a place where they are accustomed not to exchange it or use it for business. In any event, the opinion of the first tanna in this baraita, that gold is treated like silver utensils, contradicts the previous assertion that gold must have the status of gold utensils, not silver utensils.

[35] The Gemara responds: No, actually it must be that Rabban Shimon ben Gamliel commented on the latter clause of the baraita, which deals with gold dinars, and they are not exchanged because they are used as cash only with difficulty. They are not typically used for business, but they could be used when necessary. And consequently, they disagree about this: One Sage, the first tanna, holds since they are used when necessary, we increase the value of gold dinars for the wife in the dowry, and the husband writes an increased sum in the marriage contract. And one Sage, Rabban Shimon ben Gamliel, holds since they are used for commerce only with difficulty, we do not increase the value of gold dinars for her. According to this interpretation, the first opinion can still subscribe to the notion that gold pieces, like gold utensils, are appraised at their actual value.

[36] If you wish, say instead that the entire baraita is in accordance with the opinion of Rabban Shimon ben Gamliel, and the baraita is incomplete and this is what it is teaching: The halakha is that a piece of gold is like utensils and gold dinars are like money. In what case is this statement said? In a place where the people were accustomed to exchange the dinars. However, in a place where the people

were accustomed not to exchange the dinars, the court appraises their worth, and they are recorded at their appraised worth. This is the statement of Rabban Shimon ben Gamliel, as Rabban Shimon ben Gamliel says: In a place where the people were accustomed not to exchange them, the court appraises their worth, and they are recorded at their appraised worth.

[37] The contradiction from this baraita has been resolved, but in any case, a difficulty remains: If the status of gold is similar to that of gold utensils and it is appraised at its actual value, the baraita should have stated that gold is like its own utensils and not simply like any utensils. The Gemara answers: The language is difficult. If you wish, say the following answer instead: With what are we dealing here? With smashed gold fragments. Rav Ashi said: We are dealing with granules of gold. Certainly, then, they are not treated as gold utensils, but the novel element of the baraita is that they have the status of regular utensils and not of gold dinars.

[38] § Apropos the preceding discussion concerning the appraisal of objects used for commerce, the Gemara cites a series of related comments. Rabbi Yannai said: With regard to spices in Antioch, they are like money. Since in Antioch they would conduct business with spices, they should be treated like cash when a woman brings them in her dowry. Similarly, Rabbi Shmuel bar Naḥmani said that Rabbi Yoḥanan said: Concerning camels in Arabia, a woman may collect the amount of her marriage settlement from them. Since they conduct business using camels in Arabia, the camels are consequently given the status that money has in other places.

[39] Similarly, Rav Pappi said: With regard to those robes in Bei Mikhsei, a woman may collect her marriage settlement from them because they use dresses for commerce. And Rav Pappi said: With regard to these sacks in Rodya and ropes in Kimḥonya, a woman may collect her marriage settlement from them. Rava said: Initially, I would have said that concerning those money pouches [arnakei] in Meḥoza, a woman may collect her marriage settlement from them. What is the reason? They rely on them, and they serve the commercial function served by real estate in other places. Once I saw that they take them and the pouches are used, and when they find land they buy it with them and do not retain them, I said that they too rely on land. The money pouches are used in a fluid manner, but these pouches do not serve the same role served by real estate.

[40] MISHNA: With regard to one who marries off his daughter with the terms of the dowry unspecified, he must not give her less than fifty dinars. If the bride’s father pledged to bring her into the marriage bare, by saying that he refuses to give her anything, the husband should not say: When I bring her into my house, I will clothe her with my clothing, but not beforehand. Rather, he must clothe her while she is yet in her father’s house, and she enters the marriage with the clothing in hand. And similarly, with regard to a charity administrator who marries off an orphan girl, he must not give her less than fifty dinars. If there are sufficient resources in the charity fund, the charities provide even more for her, furnishing a dowry and her other needs according to her dignity.

[41] GEMARA: Abaye said: The fifty dinars mentioned in the mishna is referring to fifty provincial dinars, each of which is worth one-eighth the amount of a standard dinar. From where do I know that this is so? From the fact that the latter clause teaches: If there are sufficient resources in the charity fund, the charities provide more for her, furnishing a dowry and her other needs according to her dignity. And we say: What is this fund? Raḥava said: The charity fund. And if it enters our minds to say that the mishna is referring to fifty actual, i.e., standard, dinars, if there are sufficient resources in the fund, how many standard dinars do we give him? Fifty standard dinars is already a sizable sum to

distribute as charity. Rather, conclude from this comment that the mishna is referring to fifty provincial dinars.

42 The Sages taught: Concerning an orphan boy and an orphan girl who have come and appealed to be supported by the charity fund, the distributors provide for the orphan girl first and afterward they provide for the orphan boy. This is because it is the way of a man to circulate about the entryways to ask for charity, and it is not a woman's way to circulate for charity. Therefore, her need is greater. Concerning an orphan boy and orphan girl

43 who have come to appeal to the charity fund to be married off, the administrators marry off the orphan girl first and afterward they marry off the orphan boy, because the humiliation of a woman who is not married is greater than that of an unmarried man.

44 The Sages taught: Concerning an orphan boy who has come to marry, the community tries its utmost to provide for all of his needs. The charities rent a house for him, arrange for him a bed and all his utensils, and thereafter they marry him a wife, as it is stated: "But you shall surely open your hand to him, and shall surely lend him sufficient for his deficiency in that which is deficient for him" (Deuteronomy 15:8). With regard to the phrase "sufficient for his deficiency," this is referring to the house. "Which is deficient"; this is referring to a bed and table. "For him [lo]"; this is referring to a wife. And similarly the verse states: "I will make him [lo] a helpmate for him" (Genesis 2:18), when God created a wife for Adam.

45 Concerning this issue, the Sages taught: "Sufficient for his deficiency"; this teaches that you are commanded with respect to the pauper to support him, but you are not commanded with respect to him to make him wealthy, as the obligation encompasses only that which he lacks, as indicated by the word deficient. However, the verse also states: "Which is deficient for him"; this includes even a horse upon which to ride and a servant to run in front of him for the sake of his stature, if necessary. For someone accustomed to these advantages, their absences constitute a true deficiency, not an extravagant indulgence. The Gemara relates: They said about Hillel the Elder that he obtained for a poor person of noble descent a horse upon which to ride and a servant to run in front of him. One time he did not find a servant to run in front of him, and Hillel himself ran in front of him for three mil, to fulfill the dictate "which is deficient for him."

46 The Sages taught: There was an incident involving the people of the Upper Galilee, who bought for a poor person of noble descent from the city of Tzippori a litra of meat every day. The Gemara asks: If they provided him with the reasonable ration of a litra of meat, what is the novelty in this incident? Why does it bear repeating? Rav Huna said: It was a litra of meat of poultry, which is very expensive. And if you wish, say instead that for the weight of a litra of coins, they bought him actual red meat. The price of ordinary meat was so expensive that they had to pay the exorbitant price of a litra of coins. Rav Ashi said they did not spend a litra of coins for him. Rather, there, in the Galilee, it was a small village, and every day they would lose an entire animal just for him. They would slaughter an animal daily, simply to provide him with fresh meat, although there was otherwise no market for such a plentiful supply of meat in the village.

47 The Gemara relates another incident concerning charity. A certain person came before Rabbi Neḥemya to request charity. He said to him: On what do you normally dine? He said to him: I usually dine on fatty meat and aged wine. Rabbi Neḥemya asked him: Is it your wish to belittle yourself and partake together with me in a meal of lentils, which is my regular food? He partook with him of

lentils, and he died, since he was not accustomed to this food. Rabbi Neḥemya said: Woe to this one who was killed by Neḥemya. The Gemara wonders: On the contrary, Rabbi Neḥemya should have said: Woe to Neḥemya who killed this one. The Gemara responds: Rather, Rabbi Neḥemya meant that it was he, the pauper, who should not have pampered himself so much. The poor man was to blame for his own death. His excessive indulgence rendered him incapable of digesting simple foods such as lentils.

48 The Gemara relates another story. A certain person came before Rava to request charity. He said to him: On what do you normally dine? He said to him: On a fattened hen and aged wine. He said to him: And were you not concerned for causing a burden to the community by expecting such opulent foods? He said to him: Is that to say that it is from their funds that I eat? I eat from the support of the Merciful One. This would seem to be a reasonable argument, as we already learned that in the verse "the eyes of all wait for You, and You give them their food in its time" (Psalms 145:15), the phrase: At their time, is not stated, rather "in its time." This teaches that the Holy One, Blessed be He, gives each and every one his personally appropriate sustenance at its proper time, and the community is merely His agent in discharging His will. Therefore, the man is justified in maintaining his standard.

49 In the meantime, while they were talking, Rava's sister, who had not seen him for thirteen years, came. And as a gift, she brought him a fattened hen and aged wine. Rava said to himself: What is this that happened in front of me that suddenly I am brought food that I do not usually eat? He then understood that this was a providential response to what he had earlier said to the man. Rava said to him: I have responded [na'aneti] to your contention. Arise and eat.

50 § The Sages taught: If an individual does not have sufficient means of support and does not want to be supported from charity funds, the charities provide him funds as a loan in a dignified manner, and then they go back and give the funds to him as a gift; this is the statement of Rabbi Meir. And the Rabbis say: They give him funds as a gift, and then they go back and give the funds to him as a loan. The Gemara wonders about the Rabbis' ruling: How can we give it as a gift? After all, he does not want to take it as a gift. The Gemara answers that Rava said: The Rabbis' instruction is to begin discussions with him by offering the assistance as a gift. If he refuses, the charities give it to him as a loan, but they treat it as a gift and refrain from attempting to collect a debt.

51 If he has sufficient funds of his own but does not want to support himself by his own funds without the assistance of charity, the charities give him aid as a gift, and then they go back and collect the debt from him. The Gemara asks: How can the administrators of the fund go back and collect from him? Would their efforts not be in vain, as subsequently he would not take their support, knowing that he would still have to pay for it? Rav Pappa said: The charities collect the accrued debt from his estate only after his death. The baraita continues: Rabbi Shimon says, disputing the opinion of the Rabbis: If he has sufficient funds and does not want to be supported by his own means, they do not get involved with him, as the community is not obligated to support him. If he does not have and does not want to be supported from charity, the charities say to him: Bring collateral and take a loan, so that his mindset should be raised for him, with the false impression that he is not receiving a handout.

52 The Gemara cites a dispute related to the previous discussions. The Sages taught in a baraita with regard to the double expression in the Torah: "You shall open your hand to him [ha'avet ta'avitenu]" (Deuteronomy 15:8). "Ha'avet"; this is referring to one who does not have funds and does not want

to be supported by charity. The policy is that the charities provide him funds as a loan and go back and give the funds to him as a gift. “Ta’avitenu”; this is referring to one who has means and does not want to support himself. The policy is that the charities provide money as a gift, and then they go back and collect from his estate after his death. This is the statement of Rabbi Yehuda.

53 The baraita continues: And the Rabbis say: If he has money and does not want to support himself, they do not get involved with him. The baraita asks: How then do I uphold the double expression “ha’avet ta’avitenu”? The baraita answers: The Torah spoke in the language of men, and the double form does not have halakhic significance.

54 The Gemara recounts another incident related to charity. Mar Ukva had a pauper in his neighborhood, and Mar Ukva was accustomed every day to toss four dinars for him into the slot adjacent to the hinge of the door. One day the poor person said: I will go and see who is doing this service for me. That day Mar Ukva was delayed in the study hall, and his wife came with him to distribute the charity.

55 When the people in the poor man’s house saw that someone was turning the door, the pauper went out after them to see who it was. Mar Ukva and his wife ran away from before him so that he would not determine their identity, and they entered a certain furnace whose fire was already raked over and tempered but was still burning. Mar Ukva’s legs were being singed, and his wife said to him: Raise your legs and set them on my legs, which are not burned. Understanding that only his wife was spared from burns, because she was more worthy, Mar Ukva became distraught. By way of explanation, she said to him: I am normally found inside the house, and when I give charity, my assistance is ready and immediate, insofar as I distribute actual food items. Since you distribute money, which is not as readily helpful, my aid is greater than yours.

56 The Gemara asks: And what is all this? Why did they go to such extreme lengths to avoid being discovered? The Gemara answers: It is as Mar Zutra bar Toviya said that Rav said, and some say that Rav Huna bar Bizna said that Rabbi Shimon Ḥasida said, and some say that Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yoḥai: It is preferable for a person to deliver himself into a fiery furnace so that he not whiten the face of, i.e., embarrass, his friend in public. From where do we derive this? From the conduct of Tamar, as it is written: “And Judah said: Bring her forth, and let her be burnt. When she was brought forth, she sent to her father-in-law, saying: By the man, whose these are, am I with child” (Genesis 38:24–25). Although Tamar was taken to be executed by burning, she privately and directly appealed to Judah, rather than publicly identifying him as the father of her unborn children and causing him embarrassment.

57 The Gemara relates another incident involving Mar Ukva. Mar Ukva had another pauper in his neighborhood, and Mar Ukva was accustomed to send to him four hundred dinars every year on the eve of Yom Kippur. One day he sent the money to him by the hand of his son. The son returned and said to him: The poor individual does not need the charity. Mar Ukva said: What did you see that prompted you to say this? He said to him: I saw them spilling old wine on the ground for him, to give the room a pleasant smell. Mar Ukva said: If he is pampered this much and requires even this luxury, then he needs even more money. He doubled the funds and sent them to him.

58 When Mar Ukva was dying, he said: Bring me my charity records. He found that it was written there that he had given seven thousand fine, siankei, i.e., gold, dinars, to charity. He said: My provisions are light, and the way is far. This meager sum is insufficient for me to merit the World-to-

Come. He got up and spent half of his remaining money on charity. The Gemara asks: How did he do this? But didn’t Rabbi Ilai say: In Usha they instituted: One who spends money on charity, he should not spend more than one-fifth of his money for this purpose. The Gemara answers: This restriction on giving too much charity applies only while he is alive, because perhaps he will descend from his holdings and become destitute. Therefore, for his own financial security, he should never distribute more than one-fifth. But after death, we have no problem with it. One need not save money in his estate anymore.

[59] The Gemara recounts more stories related to charity. Rabbi Abba would wrap coins in his scarf and toss the money behind him over his shoulder. And he would place himself at the homes of the poor without being seen, so the poor could receive the aid without being embarrassed. And he would incline his eyes just enough so he could safeguard the handouts from swindlers who might take the money dishonestly.

[60] Rabbi Ḥanina knew a certain pauper and was accustomed to send to him four dinars on every Shabbat eve. One day he sent it in the hand of his wife. She came back home and said to him: The man does not need charity. Rabbi Ḥanina asked her: What did you see that prompted you to say this? She said to him: I heard them saying to him inside the house: With what do you normally dine:

[61] Silver, i.e., white, tablecloths [telei] or gold, i.e., colored, tablecloths? Clearly, then, they are not entitled to charity. Rabbi Ḥanina said: This is what Rabbi Elazar said: Come and let us appreciate the swindlers who ask for charity that they do not need, because were it not for them, who command our attention and receive our charity, we would be sinning every day in failing to properly support the truly poor, as it is stated: “Beware that there be not a base thought in your heart, saying: The seventh year, the year of release, is at hand; and your eye be evil against your needy brother, and you will not give him; and he cry to the Lord against you, and it be sin in you” (Deuteronomy 15:9). Because the swindlers take our money in the name of charity, we have an excuse of sorts for failing to fully meet the needs of the truly poor.

[62] And Rabbi Ḥiyya bar Rav of Difti taught: Rabbi Yehoshua ben Korḥa says: With regard to anyone who averts his eyes from the obligation to give charity, it is as if he engages in idol worship. It is written here concerning charity: “Beware that there be not a base [beliya’al] thought in your heart… and you will not give him” (Deuteronomy 15:9), and it is written there concerning idolatry: “Certain base [beliya’al] fellows have gone out” (Deuteronomy 13:14). Just as there, in the latter verse, the word “base [beliya’al]” is referring to idol worship, so too here, this expression indicates a sin on the scale of idol worship.

[63] The Gemara cites a baraita relating to swindlers who collect charity. The Sages taught: One who falsely blinds his eye, and one who bloats his stomach as if he were sick, and one who falsely crushes [mekape’aḥ] his leg, in order to benefit dishonestly from charity, will not depart from the world before he comes to this same plight, and he will truly suffer from the ailment that he feigned. More generally, one who receives charity and does not need it, his end will be that he will not depart from the world before he comes to this state of actually needing charity.

[64] § We learned in a mishna elsewhere (Pe’a 8:8): Who is entitled to receive charity? Whoever has less than two hundred dinars. However, the administrators of the charities do not require him to sell his house and his accessories to reach the threshold of two hundred dinars. For the purposes of charity, his wealth is calculated based on cash alone. The Gemara asks: And do we not insist that he

sell property? But isn’t it taught in a baraita: If he was accustomed to use gold wares, he should now use silver wares. If he was accustomed to use silver wares, he should now use copper wares. This indicates that he is required to sell at least some of his possessions.

[65] Rav Zevid said: This is not difficult. This source, which requires him to sell wares and lower his standard of living, speaks of a bed and a table, and that source, which does not require him to sell his accessories, speaks of his cups and plates. The Gemara asks: What is different about cups and plates, that he is not required to sell them? It is because he says: The cheaper ones are disgusting to me, and I cannot eat with them. The Gemara asks further: If so, with regard to a bed and a table he may also say: I do not accept these lesser wares upon myself, as they are uncomfortable for me. What is the difference between the furnishings and the dishes? Rava, son of Rabba, said: There is no difference; he need not sell furnishings either. The baraita requiring him to sell his property speaks of a silver comb on his table or another comparable novelty or decorative item. Such articles must be sold, but necessities, even luxurious or high quality ones, need not be sold.

[66] The Gemara offers an alternative resolution to the contradiction concerning the requirement to sell property. Rav Pappa said: This is not difficult. Here, the source that does not require him to sell property describes circumstances before he comes to the point of collecting charity. There, the source that requires him to sell property addresses a case that may arise after he comes to the point of collecting charity. If he has more than two hundred dinars and nevertheless collects charity, the court will reclaim from him the charity he has collected. In the event that he does not have enough cash to pay, he is required to sell his property of any type and downgrade to lesser items.

[67] MISHNA: With regard to a minor orphan girl whose mother or brothers married her off, even with her consent to a small dowry, she retains her rights to a proper dowry. And thus, if they wrote for her a dowry of one hundred or of fifty dinars, she may, upon reaching majority, exact from her mother, or brothers, or their respective estates the sum of money that is fit to be given to her as a dowry, which is one-tenth of the family’s estate. Even if she agreed to forgo part of this sum as a minor, she may collect it as an adult.

[68] Rabbi Yehuda says: If the father married off the first daughter before he died, a dowry should be given to the second daughter in the same manner that he gave one to the first daughter. And the Rabbis say: There is no ready standard, since sometimes a person is poor and then becomes wealthy, or a person is wealthy and then becomes poor, so a family’s allowance for dowries is subject to change. Rather, the court appraises the property and gives her the appropriate sum.

[69] GEMARA: Shmuel said: With respect to her support in the form of the dowry, the court evaluates what she should be given based on the circumstances of the father and gives her the amount that he would have given. The Gemara raises an objection: We have learned: The daughters are sustained and supported from the property of their father. How so? We do not speculate on the basis of his social standing and his previous experience and say: If her father were still alive, he would give her such and such amount. Rather, the court appraises the total worth of the property and gives her a portion of it, without a subjective estimate based on the father. The Gemara analyzes this baraita: What, is it not that the word support is referring to support for the husband, which is the dowry? The Gemara responds: Rav Naḥman bar Yitzḥak said: No, it is referring to her own support and the food she receives. That allowance is calculated without considering the father’s practices, but the question of the dowry is still unresolved.

[70] The Gemara asks: But the cited source teaches: They are sustained and supported, which indicates two separate allowances. What, is it not that one term is referring to support for the husband in the form of the dowry and one term is referring to her own support? The Gemara answers: No, this one and that one both refer to her own support for her personal needs. And the use of two terms is not difficult, because this term, sustained, is referring to allowance for eating and drinking, and that term, supported, is referring to clothing and other covering.

[71] We learned in the mishna: And the Rabbis say: Sometimes a person is poor and becomes wealthy, or a person is wealthy and becomes poor, and a family's allowance for dowries is subject to change. Rather, the court appraises the property and gives her the appropriate sum. The Gemara analyzes this opinion: What is meant by the term poor, and what is meant by the term wealthy? If we say that poor is referring to one who is poor in property, and wealthy is referring to one who is wealthy in property, if so, by inference it seems that the first tanna holds that even if the father was wealthy and then became poor, we give the second daughter a dowry that is like the dowry that he provided originally to the first daughter. But how could we assign such a sum when he does not have enough in the estate?

[72] Rather, is it not that poor means poor in mindset, i.e., he spends his money thriftily as though he were poor, and that wealthy means wealthy in mindset, i.e., he spends money liberally as though he were wealthy? And nevertheless the mishna teaches that even if the father changes his approach to spending, the court appraises the property and gives the dowry to her. Apparently, then, we do not follow the assessment of the father's intentions but rather give a fixed sum, and this is a conclusive refutation of the opinion of Shmuel. The Gemara dismisses the refutation: Shmuel has said his opinion in accordance with the opinion of Rabbi Yehuda, as we learned in the mishna: Rabbi Yehuda says: If the father married off the first daughter, a dowry should be given to the second in the same manner that he gave to the first. According to this opinion, the court does assess the father's tendencies in determining the dowry for the second daughter.

[73] The Gemara asks: And let Shmuel say explicitly that the halakha is in accordance with the opinion of Rabbi Yehuda. Why did he not do so? The Gemara responds: If he had said that the halakha is in accordance with the opinion of Rabbi Yehuda, I would have said that this is specifically when he marries off the first daughter, as he revealed his mind concerning the proper sum of a dowry, but if he did not marry her off before he died, then the court does not assess his disposition to determine the proper amount. Since, however, Shmuel did not merely say that he accepts the opinion of Rabbi Yehuda, he teaches us that the reason behind Rabbi Yehuda's opinion is that we follow the assessment of what the father would have done. It is no different if he married a daughter off, and it is no different if he did not marry one off.

[74] And that which the mishna teaches in Rabbi Yehuda's opinion: He married off the first daughter, this is to convey to you the far-reaching nature of the dissenting opinion of the Rabbis, who hold that although the father married the first daughter off and revealed his mind with respect to dowries, we still do not follow an assessment of how much the father would have given to the second daughter.

[75] Rava said to Rav Ḥisda: We teach in your name that the halakha is in accordance with the opinion of Rabbi Yehuda in this matter. He said to him: May it be God's will that you will teach in my name all proper statements such as this. Rav Ḥisda agreed with the quote attributed to him.

[76] The Gemara asks: And did Rava actually say this, that the halakha follows Rabbi Yehuda? But isn't it taught in a baraita: Rabbi Yehuda HaNasi says: With regard to an orphan daughter who is sustained from the inheritance held by her brothers, she takes one-tenth of the estate for her dowry. And Rava said with regard to that baraita: The halakha is in accordance with the opinion of Rabbi Yehuda HaNasi. Evidently, Rava rejects Rabbi Yehuda's opinion concerning approximating the father's intent. The Gemara answers: This is not difficult. In this instance, Rava adopts Rabbi Yehuda's opinion because we assessed the father and understood his mindset. In that instance, Rava rules that she should be given one-tenth because we did not assess the father and his mindset could not be determined.

[77] The Gemara notes: So too, it is reasonable, as Rav Adda bar Ahava said: There was an incident, and Rabbi Yehuda HaNasi gave an orphan one-twelfth of her late father's property for her dowry. Ostensibly, these amoraic statements are difficult, as they contradict each other. Which portion of the estate did Rabbi Yehuda HaNasi determine should be given for a dowry, one-tenth or one-twelfth? Rather, isn't it correct to conclude from the discrepancy that the respective circumstances were different? In this ruling, in which Rabbi Yehuda HaNasi gave one-twelfth, it was because we assessed the father, and we knew that to be his intention. In that ruling, he ruled that she should receive the standard one-tenth because we didn't assess the father and could not determine his intentions. The Gemara accepts the proof: Conclude from this that the matter does depend on the ability to properly assess the father's intent.

[78] § The Gemara returns to discuss the matter itself. Rabbi Yehuda HaNasi said: With regard to an orphan daughter who is sustained from the inheritance held by her brothers, she takes one-tenth of the estate for her dowry. They said to Rabbi Yehuda HaNasi: According to your opinion, in the case of one who has ten daughters and a son, the son does not have anything where there are daughters, as each daughter receives one-tenth of the estate. What becomes of the son's biblically mandated inheritance?

[79] Rabbi Yehuda HaNasi said to them: This is what I say: The first daughter to marry takes one-tenth of the estate; the second takes one-tenth of what the first left, rather than one-tenth of the original estate; and the third takes one-tenth of what the second left; and then they later redistribute the portions equally, so that each daughter receives the same amount. In this way, the son retains a portion of the inheritance.

[80] The Gemara asks: Why should they divide the portions equally? Since each and every daughter, in turn, takes her own dowry, each one receives that which she rightfully deserves. It is unreasonable to demand of them to redivide the dowries later. The Gemara answers: This is what Rabbi Yehuda HaNasi said, i.e., meant: If they all come to be married at the same time, then they divide the portions equally. If, however, they marry at different times, then each daughter receives the appropriate percentage of the estate at the time of her marriage.

[81] This conclusion supports the opinion of Rav Mattana, as Rav Mattana said: If they all come to be married at one time, they take one-tenth. The Gemara clarifies: Does it enter your mind that all the daughters should share just one-tenth of the property? Rather, Rav Mattana means that they each take one-tenth in one uniform measure, as in normal circumstances each one successively takes one-tenth of whatever property remains. However, because all the weddings take place within a short time span, the dowries are redistributed immediately after the weddings, so that they are all of equal value.

[82] § The Sages taught in a baraita: With regard to the daughters, whether they matured before they were married or were married before they matured, they lost their sustenance. Sustenance is provided from the inheritance only for single daughters who have not yet matured. However, they did not lose their support, i.e., their allotted provisions for a dowry, upon maturing. This is the statement of Rabbi Yehuda HaNasi. Rabbi Shimon ben Elazar says: They lost even their support. If they matured before marrying, they lost their chance to collect their dowries from the estate. What do they do to avoid losing the dowries? They have no alternative other than to marry before maturing. They hire themselves husbands, i.e., they take pains to be sure that they are married, and then they appropriate their support, i.e., dowries, for themselves.

[83] Rav Naḥman said: Rav Huna told me that the halakha is in accordance with the opinion of Rabbi Yehuda HaNasi, and orphans may collect their dowries from the estate even when they marry after maturing. Rava raised an objection to Rav Naḥman from the mishna: With regard to an orphan girl whose mother or brothers married her off with her consent and wrote for her a dowry of one hundred or of fifty dinars, she may, upon reaching majority, exact from them that which is fit to be given to her for her dowry. The Gemara infers: The reason that she may collect the balance of the dowry is that she married as a minor girl, but if she married as an adult woman, evidently she forgoes the balance. This would appear to follow the opinion of Rabbi Shimon ben Elazar, who says that her rights to inherit the dowry are terminated when she matures, against the statement of Rav Naḥman.

[84] The Gemara answers: This is not difficult; Rabbi Yehuda HaNasi distinguishes between two instances of mature brides. In this case, because she protests, she may still collect the rest of her dowry. In that case, because she does not protest, she implicitly waives the balance of the dowry.

[85] The Gemara notes: This, too, stands to reason, since if indeed Rabbi Yehuda HaNasi fails to differentiate between when she does and does not protest, it is difficult: One statement of Rabbi Yehuda HaNasi contradicts another statement of Rabbi Yehuda HaNasi, as it is taught in a baraita: Rabbi Yehuda HaNasi says: An orphan daughter who is sustained by the brothers takes one-tenth of the estate for her dowry. The Gemara infers: If she is sustained when she is a minor, then yes, she receives inheritance for a dowry; if she is not sustained because she has reached majority, then no, she does not receive a dowry from the estate. Ostensibly, Rabbi Yehuda HaNasi teaches that once she matures, she may not take one-tenth of the estate, which directly contradicts the first statement cited in his name.

[86] The Gemara proposes a resolution to the contradiction: Rather, is it not correct to conclude from this that this ruling applies when she protests and that ruling applies when she does not protest? The Gemara confirms: Conclude from this that this is the resolution. If she matures before marrying, she collects the full dowry only if she insists upon it.

[87] Ravina said to Rava: Rav Adda bar Ahava said to us in your name: If she matured, she does not need to actively protest in order to receive her one-tenth of the estate. Similarly, if she became married, she does not need to protest. If she both matured and became married, then she needs to protest in order to receive her one-tenth.

[88] The Gemara asks: Did Rava actually say this? But Rava raised an objection to Rav Naḥman earlier concerning an orphan who was married, and Rav Naḥman answered him that this ruling applies when she protested, and that other ruling applies when she did not protest. Evidently, then, she forfeits her share if she does not protest. The Gemara answers: It is not difficult. This ruling

applies when she is sustained by them even after marriage, and consequently she is embarrassed to protest. In this case, silence does not indicate that she forgoes the dowry. That ruling, insisting that she voice a claim, applies when she is not sustained by them, and she has no reason not to protest.

[89] § Rav Huna said that Rabbi Yehuda HaNasi said: Support is not treated like a stipulation in the marriage contract. The Gemara asks: What is meant by: Is not like a stipulation in the marriage contract? If we say that he is teaching: Whereas, with regard to support, she may seize her debt even from liened property that has been sold, and with regard to a stipulation in the marriage contract, she may not seize her debt from liened property that has been sold, what is he teaching us? But incidents that occur daily are proof enough that the court does appropriate money from liened property for paying support but does not appropriate for sustenance. He does not need to teach us that distinction.

[90] But rather, there may be another explanation of Rav Huna's statement: Whereas with regard to support, she may also collect it from movable property of the estate, with regard to a stipulation in the marriage contract, she may collect for it only from real estate, but from movable property she may not collect for it.

[91] The Gemara objects that this explanation is untenable: According to Rabbi Yehuda HaNasi, from both this and that type of property, she may certainly collect for it, as it is taught in a baraita: Whether with respect to property that has a guarantee behind it, assuring that the seller will compensate the buyer if the property is repossessed, i.e., real estate, or whether with respect to property that does not have a guarantee, i.e., movable objects, the court appropriates the funds necessary for the sustenance of the wife and the daughters. This is the statement of Rabbi Yehuda HaNasi. Since sustenance is a stipulation in the marriage contract, this approach does not explain how a stipulation is unlike support.

[92] Rather, what is the meaning of the statement: Support is not treated like a stipulation in the marriage contract? This statement has implications with regard to that which is taught in a baraita: In the case of one who says in his will that his daughters should not be sustained from his estate, one does not listen to him, as it is not his prerogative to abrogate this obligation. But if he says that his daughters should not be supported from his estate, one does listen to him, as the legal status of the dowry is not like that of a stipulation in the marriage contract. The responsibility to provide support is an ordinance that falls upon the father or his inheritors, and they may choose to reject the responsibility.

[93] § Rav attached the following question for Rabbi Yehuda HaNasi between the lines of a letter he sent him: With respect to brothers who mortgaged a certain property, what is the halakha? Is this property subject to seizure, if need be, for the benefit of the daughters' dowries? Rabbi Ḥiyya was sitting before Rabbi Yehuda HaNasi when the letter arrived. He said to him: What is meant in the question? Did they sell the property or did they pledge it as a guarantee, so that it has not yet been transferred? Rabbi Yehuda HaNasi, said to him: What difference does it make? Whether they sold it or pledged it, the court may appropriate the property for support for the daughters' dowries, but the court may not appropriate it for their sustenance.

[94] The Gemara asks: And as for Rav himself, if he is raising a dilemma about a case in which they sold the property, let him write explicitly that he is asking about an instance in which they sold the property. And if he is raising a dilemma about a case in which they pledged the property, let him

write explicitly that he is asking about an instance in which they pledged the property. Why does Rav instead employ an ambiguous term?

[95] The Gemara answers: Rav was raising a dilemma about both cases and thought: If I write to him that they sold the property, then it works out well if he sends back to me the ruling that the court may appropriate the sold property for the daughters' dowries. In that case, I would also understand that all the more so, if the brothers merely pledged the property, the court would appropriate it for the dowry. But if he sends to me the reply that the court does not appropriate sold property, still the case in which they pledged the property will be a dilemma for me.

[96] Alternatively, if I write to him that the brothers pledged it, then if he sends to me the response that the court does not appropriate it, I can infer that all the more so if the brothers sold it we do not collect from the buyer. And if he sends me the response that the court does appropriate the land for the daughters' dowries, still the case in which they sold the property will be a dilemma for me. Therefore, I will write to him that they mortgaged it, which implies this meaning and it implies that one, and in this way I will receive a complete answer to my question.

[97] And Rabbi Yoḥanan said: Whether it is this or whether it is that, the court does not appropriate assigned or sold properties for either the support or sustenance of the daughters. A dilemma was raised before them: Is it that Rabbi Yoḥanan did not hear this ruling of Rabbi Yehuda HaNasi, but had he heard it, he would have accepted it? Or, perhaps, is it that even if he had heard it, he would not have accepted it?

[98] The Gemara proposes an answer, indicated by a dispute of amora'im: Come and hear a proof, as it was stated that amora'im disputed a certain case. The Sages debated the halakha with regard to one who died and left behind two daughters and a son, and the first daughter advanced and took one-tenth of the estate for her dowry, but the second daughter did not have enough time to collect her one-tenth before the son died. When the daughters divide the remaining assets, are they divided equally, or does the second daughter receive a slightly larger sum, commensurate with an additional portion earmarked for the dowry that she has not yet collected?

[99] Rabbi Yoḥanan said: The second daughter forfeited her right to an equal one-tenth of the estate for a dowry. No specific funds are separated from the estate as a dowry before the inheritance is divided equally among the daughters. Rabbi Ḥanina said: The Sages said something even greater than this with respect to her support: The court appropriates liened property for support, but it does not appropriate it for sustenance. And yet would you, Rabbi Yoḥanan, say that the second daughter forfeited her right to collect even when the property is not liened? It cannot be that her support is diminished merely because of her brother's death.

[100] The Gemara understands that there is evidence within the exchange that Rabbi Yoḥanan knew Rabbi Yehuda HaNasi's opinion and nevertheless ruled against it. And if it is so, that Rabbi Yoḥanan never heard the ruling of Rabbi Yehuda HaNasi, then let Rabbi Yoḥanan say to Rabbi Ḥanina: Who stated that, that property is appropriated for the dowry? Rather, Rabbi Yoḥanan must have known and rejected Rabbi Yehuda HaNasi's ruling. The Gemara rejects the proof: And perhaps he actually did not hear it; but had he heard it, he would have accepted it. And Rabbi Yoḥanan ruled as he did because it is different there, in the case in which the son died, since there is abundance in the house. Since the second daughter receives half of all the inheritance, she is not concerned about the one-tenth of the estate.

[101] Rav Yeimar said to Rav Ashi: If that is so, according to that logic, then if she had found a generic lost object, as there is abundance in the house due to the value of the newly found article, so too would we not give her one-tenth of the estate? Since finding a lost object, or similarly, being independently wealthy, does not actually change her right to collect her full dowry, it stands to reason that she should collect the full dowry even when she inherits half of the remaining estate. He said to him: I would say this is true of abundance in the house that comes from these properties of the estate. Because the matter depends upon her share of the inheritance, when she commands a sizeable portion of the inheritance, she does not quibble over the one-tenth of the inheritance earmarked for her dowry. However, if she has other resources unrelated to the inheritance, her independent wealth cannot diminish her share of the inheritance with respect to the dowry.

[102] § With regard to the fundamental right of daughters to receive the support of the dowry from the estate, Ameimar said: A daughter is considered an inheritor. Rav Ashi said to Ameimar: According to your opinion, if another inheritor wants to remove her from among the inheritors by giving her money instead of inherited property, is he indeed unable to remove her? May she insist on receiving actual property from the estate for the purpose of her dowry? He said to him: Yes, she may insist on inherited property. Rav Ashi continued to ask Ameimar: If he wants to remove her by giving her one specific piece of land, is he also unable to remove her, since, as an inheritor, she has the right to collect portions of all the property? He said to him: Yes, he is limited in this way. She may insist on her right to inherit from the entire property.

[103] In contrast to Ameimar, Rav Ashi said: A daughter is legally considered a creditor with regard to the inheritance, and the inheritors may insist that they will provide her support by any means, without giving her a share of the actual inheritance. The Gemara notes: And even Ameimar retracted his opinion that she is an inheritor, as Rav Minyumi, son of Rav Niḥumi, said: I was standing in front of Ameimar, and this woman came before him, as she was asking for one-tenth of her father’s estate. And I saw that his opinion was that if the inheritor wants to remove her by giving her money, he may remove her, as I heard from the woman’s brothers that they were saying to her: If we had sufficient money, we would pay your claims and remove you with our own money. And Ameimar was silent and did not say anything to them. Since Ameimar did not object to their suggestion in principle, evidently he agreed that her status was that of a creditor, who may be repaid in cash.

[104] The Gemara comments: And now that you have reached a conclusion and said that the daughter is functionally a creditor, is she a creditor of the father or of the brothers? The Gemara asks: With regard to what halakha is there a practical difference? Either way, as the father has died, she receives her support from the estate. The Gemara answers: There is a difference with respect to collecting intermediate-quality land without an oath and inferior-quality land with an oath. If she is the father’s creditor, she may collect from the estate only the inferior-quality land with an oath. If, however, she is the brothers’ direct creditor, she may collect her claim in the same manner as standard creditors, collecting intermediate-quality land without an oath.

[105] What is the halakha? Whose creditor is she? The Gemara responds: Come and hear a proof, as Ravina provided one-tenth of the estate for the daughter of Rav Ashi from two sources. From Mar, son of Rav Ashi, Ravina gave her intermediate-quality land without an oath. He collected another portion of the property from the orphan son of Rav Sama, son of Rav Ashi, who was an inheritor of the same estate from his grandfather. This portion was provided of inferior-quality land, with an oath.

Since, with regard to the property that Rav Ashi’s daughter was collecting from an orphan, Ravina required an oath and allowed her to collect only low-grade land, it appears that Ravina treated the daughter as the creditor of the sons and not of the father.

106 The Gemara records a number of related incidents. Rav Neḥemya, son of Rav Yosef, sent a message to Rabba bar Rav Huna the Small, of Neharde’a: When this woman bearing this letter comes before you, provide her one-tenth of her father’s estate, providing a percentage even of the land upon which sits the millstone [itzterubela], as this is also real estate. Rav Ashi said: When we were students in Rav Kahana’s house, we would collect the one-tenth of the estate for the dowry even from the income from the rental fees for houses in the estate. Since this money is earned from the real estate itself, it too is considered in calculating the appropriate dowry.

107 The Gemara recounts an interaction between Rav Anan and Rav Huna. Rav Anan sent the following letter to Rav Huna: Huna, our friend, we wish you peace. When this woman bearing this letter comes before you, provide her one-tenth of her father’s estate. Rav Sheshet was sitting before him, and Rav Huna said to him: Go and say to Rav Anan my reply. Knowing that Rav Sheshet may be hesitant to relay the sharp language of the reply, Rav Huna cautioned him: And whoever does not say to him my exact words is in a state of excommunication: Anan, Anan, should the one-tenth be provided from real estate or from movable property? And, incidentally, tell me who sits at the head in the house of a marzeiḥa?

108 Rav Sheshet went before Rav Anan and reverentially said to him, addressing him in the third person: My Master is a teacher, but Rav Huna is the teacher of the teacher. Moreover, he readily excommunicates whoever does not say to him, i.e., to you, my teacher, his precise message, and if it were not that he would excommunicate me, I would not say his words: Anan, Anan, should the one-tenth be provided from real estate or from movable property? And, incidentally, tell me who sits at the head in the house of a marzeiḥa?

109 Rav Anan went before Mar Ukva to consult with him about Rav Huna’s reply. He said to him: Let the Master see how Rav Huna sent me an offensive message, addressing me as Anan, Anan. Moreover, with regard to this word marzeiḥa in the letter that he sent me, I do not know what it is. Mar Ukva said to him: Say to me, my friend [izi],

110 how the incident itself happened. What are the particulars of your exchange that brought about this end result? He said to him: Such and such was the incident, and Rav Anan related the details to Mar Ukva. He said to him: A man who does not know what a marzeiḥa is sends a letter to Rav Huna addressing him as Huna, our friend? It is not your place to take such liberties in your correspondence with him, and Rav Huna was justifiably offended. The Gemara explains: What is a marzeiḥa? A mourner, as it is written: “For so says the Lord: Enter not into the house of mourning [marze’aḥ], neither go to lament, neither bemoan them” (Jeremiah 16:5).

111 Rabbi Abbahu said concerning the same topic: From where is it derived that a mourner sits at the head? As it is stated: “I chose out their way, and sat as chief, and dwelt as a king in the army, as one that would comfort [yenaḥem] the mourners” (Job 29:25). The Gemara challenges the proof: The word yenaḥem implies one comforting others and not the mourner being comforted. Rav Naḥman bar Yitzḥak said: Since it is written without vowels, the word can be read as if it were written “would be comforted [yinnaḥem],” which describes the mourner who is being comforted.

[112] Mar Zutra said: That the mourner sits at the head may be derived from here: “And the revelry [mirzaḥ] of those who stretched themselves shall pass away [sar]” (Amos 6:7). The word mirzaḥ may alternatively be read as two distinct words: Bitter [mar] and flustered [zaḥ], and the word sar has a homonym that means ruler. Read this way, the verse indicates: One who is bitter and flustered, i.e., the mourner, is made the ruler of those who sit, i.e., the visitors who come to comfort him and sit with him. Therefore, he sits at the head.

[113] The Gemara reports the conclusion of the earlier discussion: Rava said: The halakha is that one may collect from the inheritors from real estate and not from movable property, whether for sustenance, whether for the marriage contract, or whether for support, referring to the dowry.

[114] MISHNA: With regard to one who transfers money by means of a third party for his daughter to purchase a field after she marries, is the daughter allowed to assert control over the money? If she says after she marries: My husband is trustworthy for me, so give him the money to buy the property for me, her wishes are not honored. The third party should execute the agency that was entrusted in his power; this is the statement of Rabbi Meir. Rabbi Yosei says: The daughter has authority: And were it only a field and she wanted to sell it, it could be sold immediately. Just as she would have authority to control the field, she may control the money assigned for her. The mishna qualifies: In what case is this statement said? With respect to an adult woman. But with respect to a minor girl, any action of a minor girl is nothing from a legal standpoint; a minor would have no authority in this matter.

[115] GEMARA: The Sages taught in the Tosefta (6:9): In the case of one who transfers money by means of a third party for his son-in-law, in order to purchase with it a field for his daughter, and she says: Let the money be given directly to my husband to invest as he sees fit, whether or not the court heeds her depends upon the circumstances. If she makes her appeal from the beginning of the marriage and onward, she has the authority to dictate the terms. If she makes her appeal from the time of the betrothal until the marriage, the third party should execute the agency that was entrusted in his power; this is the statement of Rabbi Meir. Rabbi Yosei says: With respect to the adult woman, whether the statement is from the marriage or from the betrothal, she has authority. In the case of a minor girl, whether from the time of the marriage or from the betrothal, the third party should execute the agency that was entrusted in his power.

[116] The Gemara clarifies: In the dispute between Rabbi Meir and Rabbi Yosei, what is the practical difference between them? If we say: The practical difference between them pertains to the authority of a minor girl from the time of the marriage and onward, as Rabbi Meir holds she has authority, and Rabbi Yosei comes to say that also, even from the time of the marriage, yes, an adult woman may dictate terms, but a minor girl may not, this answer is untenable.

[117] The Gemara explains: Say the latter clause of the mishna: But with respect to a minor girl, any action of a minor girl is nothing. But who teaches this? If we say it is Rabbi Yosei, but you already learn this principle from the first clause, as Rabbi Yosei said: And were it only a field and she wanted to sell it, it could be sold immediately. This is true of adults: In the case of an adult woman, who is capable of selling, yes, her sale is valid. However, in the case a minor girl, who is not capable of selling, no, her sale is invalid.

[118] Rather, the latter clause is the opinion of Rabbi Meir. And the mishna is incomplete and this is what it is teaching: The third party should execute the agency that was entrusted in his power. In

what case is this statement said? From the betrothal. However, from the marriage she has the authority to dictate terms. In what case is this statement said? For an adult woman. However, for a minor girl, any action of a minor girl is nothing. Rabbi Meir agrees that a minor does not have the authority to transfer the money to her husband. What, then, is the practical difference between them? Rather, the practical difference between them is with regard to an adult woman from the time of betrothal until the marriage. Rabbi Meir holds that before marriage, she does not have the authority, and Rabbi Yosei holds that she does.

[119] It was stated that the matter was debated by amora'im: Rav Yehuda said that Shmuel said: The halakha is in accordance with the opinion of Rabbi Yosei. Rava said that Rav Naḥman said: The halakha is in accordance with the opinion of Rabbi Meir.

[120] § Once, it was decided to appoint Rabbi Yoḥanan to be head of the yeshiva over another candidate, the Sage Ilfa, because the latter was not in the vicinity. Suspecting that some would interpret this appointment as a sign that he was less qualified than Rabbi Yoḥanan, Ilfa suspended himself from the mast [iskarya] of a ship [makhuta]. He said: If there is someone who comes, who tells me a matter taught in a baraita of the school of Rabbi Ḥiyya and Rabbi Oshaya, and I do not resolve it and demonstrate that the same teaching can be derived from a mishna, I will fall from the mast and drown.

[121] A certain older man came and taught before him (Tosefta 6:10): With regard to one who says upon his deathbed: Give a shekel to my sons for each week, the court assesses the sons' needs. And if it is appropriate that the court gives them a sela, which is worth two shekels, the court gives them a sela. Had the father known they would need the additional money, he would not have begrudged them. But if he said: Give them only a shekel, the court gives them only a shekel. Because their father spoke explicitly, there is no room to question his intentions. If they need more, they should take charitable aid. And if he said: If they die without inheritors, others should inherit in their stead, then whether he said: Give a shekel or whether he said: Don't give more than a shekel, the court gives them only a shekel, since it is clear that he wants the inheritance to be doled out in such a way that it will remain intact for whoever will receive it. The older man asked Ilfa where this halakha is indicated in the Mishna.

[122] Ilfa said to him: In accordance with whose opinion is this baraita?

[123] It is in accordance with the opinion of Rabbi Meir, who says it is a mitzva to fulfill the instructions of the dead, as the mishna states that the third party must fulfill the instructions of the deceased, although the daughter is likely to do as she pleases after the third party fulfills his part. In this manner, Ilfa successfully answered the man's challenge.

[124] Rav Ḥisda said that Mar Ukva said: The halakha is that whether he says: Give a shekel or whether he says: Do not give more than a shekel, the court gives the sons enough for all of their needs. The Gemara asks: But how could we disregard the father's words and give more, when the father said to give only a shekel? We maintain that the halakha is in accordance with the opinion of Rabbi Meir, who says that it is a mitzva to fulfill the statements of the dead. How, then, may the father's instructions be ignored? The Gemara answers: This principle applies only in other matters, in which there is a mitzva to fulfill his wishes, but in this instance it is certainly preferable to him that his children be appropriately provided for. And the reason that he said this statement limiting the allowance is that he came to encourage them to adopt thrifty spending habits.

[125] We learned in a mishna there (Gittin 59a): With regard to children, their acquisitions are considered acquisitions and their sales are considered sales. This is the case with respect to movable properties, but not with respect to real estate.

[126] Rafram said: They taught this only if there is no steward [apotropos] overseeing the children's affairs. However, if there is a steward, the children's acquisitions are not considered acquisitions and their sales are not considered sales, even for movable property.

[127] From where does he know this? From the fact that it teaches in the mishna here that even when there is a third party who functions as a steward, any action of a minor girl is nothing. The Gemara asks: And perhaps where there is a third party the halakha is different? It is possible that the act of a minor is discounted only when it clashes with the actions of an appointee who is past majority. The Gemara answers: If so, let it teach: But with regard to a minor girl, the third party should execute the agency that was entrusted in his power. What is the implication of the clause: Any action of a minor girl is nothing? Conclude from this that even generally, without a specific steward, a minor may not conduct transactions involving real estate.

## Chapter 7

[1] MISHNA: With regard to one who vows and obligates his wife, prohibiting her from benefiting from him or his property, if his vow will remain in effect for up to thirty days, he must appoint a trustee [parnas] to support her. But if the vow will remain in effect for more than this amount of time, he must divorce her and give her the payment of her marriage contract.

[2] Rabbi Yehuda says: If the husband is an Israelite, then if his vow will remain in effect for up to one month, he may maintain her as his wife; and if it will be two months, he must divorce her and give her the payment of her marriage contract. But if he is a priest, then he is given extra time: If the vow will remain in effect for up to two months, he may maintain her, and if it will be three months, he must divorce her and give her the payment of her marriage contract. The reason for this is that it is prohibited for a priest to marry a divorcée, including his own ex-wife, and therefore if he divorces her and later regrets his decision he will not be able to take her back.

[3] One who vows and obligates his wife, requiring her not to taste a particular type of produce, must divorce her and give her the payment of her marriage contract. Rabbi Yehuda says: If he is an Israelite, then if the vow will remain in effect for one day he may maintain her as his wife, but if it will be two days he must divorce her and give her the payment of her marriage contract. And if he is a priest, then if the vow will be in effect for two days he may maintain her; for three days he must divorce her and give her the payment of her marriage contract.

[4] One who vows and obligates his wife, requiring her not to adorn herself with a particular type of perfume, must divorce her and give her the payment of her marriage contract. Rabbi Yosei says that one must distinguish between different types of women: For poor women, this applies only when he did not establish a set amount of time for the vow, and for wealthy women, who are accustomed to adorning themselves more elaborately, if she is prohibited from doing so for thirty days, he must divorce her and give her the payment of her marriage contract.

[5] GEMARA: The Gemara questions the efficacy of a vow taken by the husband prohibiting his wife from deriving benefit from him: And since he is under a prior obligation to provide her support in accordance with what is written in the marriage contract, how can he vow prohibiting her from benefiting from him? Is it in his power to remove his obligation to her?

[6] But didn't we learn in a mishna (Nedarim 85a): If his wife said: It is forbidden like an offering [konam] that I will therefore not perform any work for the benefit of your mouth, he does not need to nullify her vow, since this vow does not take effect at all. Apparently, since she is under a prior obligation by power of the Sages' ordinance to perform work for him, it is not in her power to remove her obligation to him. Here too, since he is under a prior obligation to provide support for her, it is not in his power to remove his obligation to her.

[7] Rather, one must say the following: Since he is able to say to her at any time: Spend your earnings to sustain yourself, meaning that he has the right to instruct her to support herself from her own earnings instead of supporting her himself,

[8] it is considered as though he were in fact saying to her: Spend your earnings to sustain yourself. The Gemara raises a difficulty: And if it is so, i.e., that the halakha is in accordance with that statement that Rav Huna said that Rav said, as Rav Huna said that Rav said: A wife may say to her husband: I will not be sustained by you and, in turn, I will not work, i.e., you will not keep my earnings, then when she says: That which I perform for the benefit of your mouth will be forbidden like an offering [konam], why does he not need to nullify the vow? Here too, let us say: Since she is able to say: I will not be sustained by you and I will not work, it is considered as though she were in fact saying to him by her vow: I will not be sustained by you and I will not work, and he should therefore have to nullify the vow.

[9] Rather, the Gemara retracts its previous interpretation in favor of the following: Do not say it is considered as though he said to her: Spend your earnings to sustain yourself. Rather, the mishna is referring to a case where he explicitly says to her: Spend your earnings to sustain yourself.

[10] The Gemara raises a difficulty: If so, if he provided for her sustenance by instructing her to spend her own earnings, why does she require a trustee? The Gemara answers: This is referring to a situation where the amount she earns is not enough for her needs. Therefore, the husband must appoint a trustee to provide the balance. The Gemara asks: If it is a case where the amount she earns is not enough for her needs, our difficulty is restored to its place: How can he prohibit her from benefiting from him if he is under a prior obligation to provide for her? Rav Ashi said: The mishna is referring to a case where her earnings are enough for large things, i.e., her basic requirements, but not enough for small things.

[11] The Gemara asks: With regard to these small things for which her earnings are not enough, what are the circumstances? If the discussion involves a case where she is accustomed to them, then she is accustomed to them and they are equivalent to all other necessities, which he must provide. And if she is not accustomed to them, why does she require a trustee? The Gemara answers: No, it is necessary in a case where she was accustomed to such small provisions in her father's house, but she agreed to marry him and lower her lifestyle, and she had, until now, abided the lesser lifestyle and remained with him. For she says to him: Until now, when you did not vow to render it prohibited for me to benefit from you, I abided the lesser lifestyle and remained with you. However, now that you

have vowed, I can no longer abide the lesser lifestyle and remain with you, and therefore I wish to revert to the conditions of my father’s house.

[12] The Gemara poses a question: And what is different about the time period mentioned in the mishna: Up to thirty days? The Gemara answers: If up to thirty days have passed, this is a short enough amount of time that people do not hear about her, and the matter of her receiving her sustenance through an intermediary is therefore not demeaning for her. However, if the vow lasts longer than this, people do hear about her, and the matter is demeaning for her. The husband must therefore decide if he wants to divorce her or sustain her in the appropriate fashion.

[13] The Gemara suggests an alternative answer: If you wish, say that the husband is under no obligation to sustain her because the case discussed in the mishna was where he vowed and obligated her when she was still a betrothed woman, and therefore he was not yet duty-bound to provide her with sustenance. The Gemara is puzzled by this explanation: Does a betrothed woman have any right to sustenance from her husband at all? The Gemara answers: The circumstance referred to is when the arranged time for the marriage had arrived and they had not yet gotten married. As we learned in a mishna (57a): If the time arrived and they had not yet gotten married, such women may eat food from his property, and if their husbands were priests they may partake of teruma.

[14] The Gemara asks: But if so, what is different if the vow will remain in effect for up to thirty days or longer? The Gemara answers: For up to thirty days, the agent will carry out his agency effectively and take proper care of her needs. If the vow lasts longer, the agent will not fully carry out his agency but will begin to neglect her, until she cannot bear the situation any longer.

[15] And if you wish, say that he vowed and obligated her when she was still a betrothed woman and she subsequently married him, and therefore he is obligated to provide her sustenance. The Gemara is puzzled: If she married him after his vow, she considered the matter and accepted it upon herself. Why then is he forced to divorce her? The Gemara answers: The case is when she says: I thought that I could accept this manner of living, but now I see that I cannot accept it.

[16] The Gemara raises a difficulty: You can say that we say so, that if either the husband or the wife suffers from a physical blemish, the other can demand a divorce even after agreeing to the marriage under these conditions. This is with regard to blemishes, but with regard to sustenance can we say so? Rather, it is clear as we initially answered: The mishna discusses either a case where he told her to support herself from her own earnings and she had accepted a lower standard of living while she was with him, or a case where he took the vow when she was betrothed, and now the appointed time for the marriage has arrived and they have not yet gotten married.

[17] § The mishna states that if his vow will remain in effect for up to thirty days he must appoint a trustee to provide sustenance to his wife. The Gemara is puzzled by this ruling: And does a trustee not perform the husband’s agency? If through his vow he has rendered it prohibited for her to derive benefit from him, how can he provide for her through the trustee? An action performed by an agent is considered to have been performed by the principal. Rav Huna said: The trustee discussed in the mishna was not actually appointed as an agent. Rather, the mishna is referring to one who says in general terms: Whoever sustains my wife will not lose out. Thus, anyone who complies does so of his own choice, although the husband will later compensate him. Therefore, the wife is not benefiting directly from the husband.

[18] The Gemara poses a question: And when a husband says this, is the one who responds not performing the husband's agency? But didn't we learn in a mishna (Gittin 66a): With regard to one who was cast into a pit and said that whoever hears his voice should write a bill of divorce for his wife, saying this out of concern that he might not be rescued and that she would not be able to remarry or would be required to enter into levirate marriage, those who heard him should write and give her a bill of divorce? This ruling indicates that they are considered his agents based on his instructions, as otherwise they would not be able to write a bill of divorce on his behalf. The similarly formulated statement here should therefore also endow the trustee with the status of an agent.

[19] The Gemara refutes this claim: How can these cases be compared? There, in the case of a bill of divorce, he says that whoever hears his voice should write a bill of divorce, which is a command, and therefore those who hear him are considered his agents. Here, however, does he say that anyone should sustain his wife? He merely says: Whoever sustains her will not lose out, which is a general statement.

[20] The Gemara raises a difficulty: But Rabbi Ami said: In the case of a fire that broke out on Shabbat, the Sages permitted him to say in the presence of gentiles: Whoever extinguishes this fire will not lose out. From this it can be inferred that the phrase: In the case of a fire, comes to exclude what? Does it not exclude a case like this? It would seem that it was only in the case of a fire, when there are several extenuating factors, that the Sages permitted the use of such an expression without treating it as the appointment of an agent. The Gemara refutes this: No, this ruling serves to exclude other prohibitions of Shabbat.

[21] Rabba raised an objection from a mishna (Nedarim 43a): In the case of one prohibited by a vow from deriving benefit from another because of a vow the other took, and he does not have anything to eat, if the one who made the vow wants to help him but is unable to do so due to the vow, he may go to a storekeeper with whom he is familiar and say to him: So-and-so is prohibited by a vow from deriving benefit from me, and I do not know what I can do for him. The storekeeper subsequently gives food to him, and later comes and takes payment from this person who approached him. Rabba infers: This method of indirectly hinting is what is permitted, but he may not say: Whoever sustains the man will not lose out, as a declaration of that kind would make the storekeeper his agent.

[22] The Gemara refutes this claim: The tanna is speaking utilizing the style of: It is not necessary, and he means the following: It is not necessary to say that he is permitted to say in general terms: Whoever sustains so-and-so will not lose out, as by doing so he is speaking to everyone and therefore does not appoint a specific agent. But this storekeeper, since the one who took the oath is familiar with him and he goes and says this to him, might be considered like the one who said to him: Go, give him yourself. The mishna therefore teaches us that since the one who made the vow did not issue an explicit command, the storekeeper is not considered his agent.

[23] § Since it mentioned the above case, the Gemara returns to discuss the matter itself: In the case of one prohibited by a vow from deriving benefit from another because of a vow the other took, and he does not have anything to eat, the one who took the vow may go to a storekeeper with whom he is familiar and say to him: So-and-so is prohibited by a vow from deriving benefit from me, and I do not know what I can do for him. The storekeeper gives food to him, and later comes and takes payment from this one who approached him. Similarly, if the subject of the vow needed someone to

build his house, or to erect his fence, or to reap his field, and the one who took the vow wants to help him, he should go to workers with whom he is familiar and say to them: So-and-so is prohibited by a vow from deriving benefit from me, and I do not know what I can do for him. They subsequently perform work for the subject of the vow, and they come and take their wages from this person who spoke to them.

[24] If the two were walking along the way, and the one prohibited from benefiting from the other does not have anything with him to eat, the one who took the vow may give food to a different person as a gift, and this one takes it and eats, and this arrangement is permitted, as he did not give the food directly to him. And if there is no other person there apart from the two of them, he should place the items on a rock or on a fence and say: They are hereby declared ownerless for anyone who wants them, and this one takes the food items and eats them, and this too is permitted. But Rabbi Yosei prohibits this practice. Rava said: What is the reason for this ruling of Rabbi Yosei? It is a rabbinic decree due to

[25] the incident of Beit Ḥoron, where an individual had vowed to prohibit his father from deriving benefit from him, and then in order to allow his father to come to the celebration of his son's wedding, he gave all of his property to someone else as a gift. The recipient of the property was concerned that the vow would be transgressed by the father, so he consecrated the son's property and declared that if he was not empowered to do so, then the original transfer of property as a gift would not be valid. Consequently, in the present case, the Sages are unconcerned by the artifice performed, while Rabbi Yosei is concerned with such artifice and therefore prohibits it.

[26] § It was taught in the mishna: Rabbi Yehuda says: If the husband is an Israelite, then if his vow will remain in effect for up to one month, he may maintain her as his wife; and if it will be two months, he must divorce her and give her the payment of her marriage contract. But if he is a priest, then he is given extra time: If the vow will remain in effect for up to two months, he may maintain her, and if it will be three months, he must divorce her and give her the payment of her marriage contract. The Gemara is puzzled by Rabbi Yehuda's statement with regard to an Israelite: This is the same as the opinion of the first tanna. Abaye said: Concerning an Israelite, Rabbi Yehuda in fact does not disagree with the first tanna, but he comes to teach us that the halakha is different for the wife of a priest. Rava said: The practical difference between them is a full thirty-day month and a deficient month with twenty-nine days: The first tanna requires exactly thirty days, while Rabbi Yehuda requires one month, whether it is a full month or a deficient one.

[27] Rav said: With regard to the thirty-day time frame, where the Sages established that a husband supports his wife through a trustee, they taught this only with regard to a case where he specifies a limited time during which the vow will be in effect. But if he vows without specification of an end point, he must divorce her immediately and give her the payment of her marriage contract. And Shmuel said: Even if he vowed without specification, he should not divorce her immediately, as perhaps he will discover an opening enabling the dissolution of his vow.

[28] The Gemara asks: But they have already disagreed about this issue one time with regard to a similar situation, as we learned in a mishna (61b): With regard to one who vows and obligates his wife, prohibiting her from engaging in marital relations with him, Beit Shammai say: If the vow will remain in effect for up to two weeks, he may maintain her as a wife, and Beit Hillel say the limit is one week. And with regard to this dispute, Rav said: The dispute is in a case where he specifies, but

in the case of an unspecified vow, he must divorce her immediately and give her the payment of her marriage contract. And Shmuel said: Even in the case of an unspecified vow he also should not divorce her immediately, as perhaps he will discover an opening enabling the dissolution of his vow. If so, why does this dispute need to be repeated?

[29] The Gemara answers: It is necessary to state it twice, as, if it was stated only in that case, i.e., that of a vow rendering it prohibited for her to engage in sexual intercourse with him, then one may have said that in that case Rav says he must divorce her immediately, because it is impossible to compensate for the vow through a trustee. But in this case, where the vow rendered it prohibited for her to benefit from his property, for which it is possible to compensate through a trustee, we would say that he concedes to Shmuel that he should not divorce her immediately. And conversely, if it were stated in this case, i.e., that of a vow concerning sustenance, then one may have said in this case that Shmuel says he should not divorce her because it is possible to compensate for the vow through a trustee, but in that case, where he vows to prohibit her from engaging in marital relations with him, one would say he concedes to Rav that he must divorce her immediately. Therefore, it is necessary to record the dispute twice.

[30] We learned in the continuation of the mishna: One who vows and obligates his wife, requiring her not to taste a particular type of produce, must divorce her and give her the payment of her marriage contract. Granted that according to Rav, there is no contradiction between the two clauses of the mishna. It can be said that here it is referring to an unspecified vow, so he must divorce her immediately, and there, in the first clause, it is referring to a case where he specifies a time limit. But according to Shmuel, it is difficult.

[31] The Gemara answers: Here we are dealing with a case where she vowed to prohibit herself from tasting the produce, and he ratified it for her and did not dissolve the vow. Since she made the vow, she certainly will not search for a way to dissolve it. Therefore, he must divorce her immediately. And Rabbi Meir, who is presumed to be the author of an unattributed opinion in a mishna, holds that when he ratifies her vow, he is putting his finger between her teeth, causing her to bite him, i.e., he is causing the vow to be in effect. If so, it is his responsibility, and he therefore must give her the payment of her marriage contract when he divorces her.

[32] The Gemara asks: And does Rabbi Meir hold that in this case he is putting his finger between her teeth, i.e., he is causing the vow to be in effect? But isn’t it taught in a baraita: A woman who vowed, prohibiting herself from benefiting from items that are prohibited to a nazirite, and her husband heard and did not nullify it, Rabbi Meir and Rabbi Yehuda say: She already put her finger between her own teeth, i.e., she caused the vow to remain in effect. Therefore, if the husband wishes to nullify this vow, he may nullify it. And if he said: I do not want a vowing wife, she can be divorced without the payment of the marriage contract.

[33] Rabbi Yosei and Rabbi Elazar say: By deciding not to nullify the vow, he is putting his finger between her teeth, i.e., he is causing the vow to be in effect, and therefore if the husband wishes to nullify the vow, he may nullify it. And if he said: I do not want a vowing wife, he must divorce her and give her the payment of her marriage contract. The Gemara answers: Reverse the opinions. Rabbi Meir and Rabbi Yehuda say: He is putting his finger between her teeth. Rabbi Yosei and Rabbi Elazar say: She put her finger between her own teeth.

[34] The Gemara asks: And does Rabbi Yosei hold that she put her finger between her own teeth? But didn’t we learn in the mishna: One who vows and obligates his wife, requiring her not to adorn herself with a particular type of perfume, and Rabbi Yosei says: For poor women, when he did not establish a set amount of time for the vow, he must divorce her and give her the payment of her marriage contract? According to the final explanation given by Shmuel, the mishna is referring to a case where the wife vowed and the husband ratified it, indicating that Rabbi Yosei also agrees that it is the husband’s responsibility, and therefore he must give her the payment of her marriage contract.

[35] The Gemara answers: Say that the text of the baraita should read as follows: Rabbi Meir and Rabbi Yosei say: He is putting his finger between her teeth; Rabbi Yehuda and Rabbi Elazar say: She put her finger between her own teeth. This way, there is no contradiction between statements attributed to either Rabbi Meir or Rabbi Yosei. The Gemara asks further: And does Rabbi Yehuda hold that she put her finger between her own teeth? But didn’t we learn in the mishna that Rabbi Yehuda says: For an Israelite, if the vow is in effect for one day he may maintain her as his wife, but if the vow is in effect for two days he must divorce her and give her the payment of the marriage contract? According to the explanation that the mishna is referring to a case where she vowed and he ratified it, it would appear that Rabbi Yehuda also agrees that he is putting his finger between her teeth.

[36] The Gemara answers: Say the text of the dispute should read as follows: Rabbi Meir and Rabbi Yehuda and Rabbi Yosei say he is putting his finger between her teeth, and Rabbi Elazar says she put her finger between her own teeth. And if you say the opinions of the tanna’im listed in the baraita are taught in pairs, and therefore it cannot be that three of them share the same opinion, say: Rabbi Meir and Rabbi Elazar say she put her finger between her own teeth, while Rabbi Yehuda and Rabbi Yosei say he is putting his finger between her teeth. And this particular unattributed opinion is not in accordance with the opinion of Rabbi Meir.

[37] Since the mishna has been explained as a case where the wife vowed and her husband ratified it, the Gemara asks about a different issue: And does Rabbi Yosei hold, for poor women, that when he did not establish a set amount of time for the vow he must divorce her? This means that apparently, a husband can nullify a wife’s vow not to adorn herself. And the Gemara raises a contradiction from a different mishna (Nedarim 79a): These are the cases of a wife’s vow that the husband may nullify: Cases of vows that involve affliction, such as when the woman says: If I bathe, I forbid myself to benefit from it; or if she says: If I do not bathe, i.e., she vows not to bathe at all; or she vows: If I adorn myself; or vows: If I do not adorn myself, all of which cause her to suffer. Rabbi Yosei said: These are not vows of affliction, which the husband may nullify, but rather, these, i.e., the following, are vows of affliction: Such as when she vows that I will not eat meat, or that I will not drink wine, or even that I will not adorn myself

[38] with colored garments, as not wearing colored garments can cause shame to her as well as to her husband. But vows that affect her alone are not considered vows of affliction. The Gemara answers: Here we are dealing with a case where she vowed not to adorn herself with regard to matters that are between him and her, meaning that she vowed not to use a substance that removes her pubic hair. This is considered a matter between him and her, since the hair could interfere with sexual intercourse.

[39] The Gemara asks: This works out well according to the one who said the husband can nullify his wife's vow if it relates to matters that are between him and her, i.e., that disrupt normal, intimate relations between them. But according to the one who said the husband cannot nullify such vows, what can be said? The amora'im had a dispute concerning this question, as it is stated: With regard to vows related to matters that are between him and her, such as the example above, Rav Huna said that the husband can nullify his wife's vow, while Rav Adda bar Ahava said the husband cannot nullify his wife's vow, since it does not interfere with sexual intercourse between them. Rav Adda bar Ahava explains his opinion with an analogy: Since we have not found a fox that died in the dirt of a hole where it lives, so too here, although she grows her pubic hair, he will not be harmed by it, since he is familiar with her body.

[40] Rather, with what are we dealing here? With a case where through her vow she made sexual intercourse contingent upon her adornment, as she said: The pleasure of intercourse with you is forbidden to me if I adorn myself, as Rav Kahana said that such language qualifies as matters between him and her, and a husband can nullify such a vow.

[41] As Rav Kahana said: If the woman says to her husband: The pleasure of intercourse with me is forbidden to you, he may nevertheless compel her through legal and financial measures to fulfill her marital obligations and have sexual intercourse with him, since she does not have the power to render herself forbidden to him by a vow, due to her prior marital obligations. But if she says: The pleasure of intercourse with you is forbidden to me, this vow is valid but he may nullify it. Although she is obligated by the terms of the marriage to cohabit with him, she does not directly contravene her obligation but rather prohibits herself from deriving pleasure from sexual intercourse. Therefore, her husband may not compel her to engage in intercourse in violation of her vow, since one cannot feed a person an object which is forbidden to him. Instead, he may nullify it if he wishes.

[42] The Gemara asks: And even if she creates this contingency by vowing that the pleasure of sexual intercourse will be forbidden to her if she adorns herself, let her not adorn herself and she will not be forbidden. Since the prohibition against intercourse created through her vow may never go into effect, the husband should not be able to nullify the vow, because a vow against adornment alone is not subject to the husband's nullification. The Gemara answers: If so, they will call her repulsive when she does not adorn herself, and she cannot endure the embarrassment of such a situation. Therefore, it is assumed that she will eventually adorn herself at some point.

[43] The Gemara asks: And let her adorn herself and be prohibited from engaging in sexual intercourse, and he can still maintain her. As was stated concerning one who prohibits himself from cohabiting with his wife, if according to the opinion of Beit Shammai, he may maintain her for two weeks; if according to the opinion of Beit Hillel, for one week. Why then did they require him to divorce her immediately? The Gemara answers: This applies only where he took a vow to render intercourse with her prohibited, as she thinks: He vowed because he is angry with me, but now he will calm down and dissolve the vow. But here, as the mishna is explained as a case where she vows and he is silent and does not nullify it, she thinks: Since he is silent, this means he despises me, and consequently she desires a divorce.

[44] § The mishna states that Rabbi Yosei says: For poor women, he must divorce her when he did not establish a set amount of time for the vow to remain in effect. The Gemara asks: And how long is this set amount of time? He is allowed to maintain her as a wife if he did set a time, but certainly there is

a limit. This halakha would not apply in a case of a long period of time. Rav Yehuda said that Shmuel said: Twelve months. Rabba bar bar Ḥanna said that Rabbi Yoḥanan said: Ten years. Rav Ḥisda said that Avimi said: A pilgrim Festival, meaning until the next one of the three Festivals, since Jewish women adorn themselves on the pilgrim Festival. If his vow remains in effect beyond the Festival, it is considered as if he did not set a time limit, and he must divorce her.

[45] And for wealthy women, Rabbi Yosei said the limit is thirty days. The Gemara asks: What is different about thirty days specifically? Abaye said: Because an important and wealthy woman enjoys the scent of her adornments that she put on previously for up to thirty days, and after that time she feels that she is repulsive.

[46] MISHNA: With regard to one who vows and obligates his wife not to go to her father’s house, when her father is with her in the same city, if the vow is to be in effect up to one month, he may maintain her as his wife. If the vow is for two months, he must divorce her and give her the payment of her marriage contract. And when her father is in a different city, if the vow is to be in effect until at most one pilgrim Festival, i.e., until the next pilgrim Festival, he may maintain her as his wife. Although the wife often visits her parents during the Festival, she is capable of refraining one time. For three Festivals, however, he must divorce her and give her the payment of her marriage contract.

[47] Additionally, one who vows and obligates his wife not to go to a house of mourning to console the mourners, or to a house of feasting for a wedding, must divorce her and give her the payment of her marriage contract. Why is this so? Because it is as if he were locking a door in front of her. And if he claimed he did so due to something else, meaning he is concerned about inappropriate conduct there, he is permitted to do so.

[48] If he said to her: The vow will be void on condition that you tell so-and-so what you told me, or what I told you, or on condition that she fill something up and pour it into the refuse, he must divorce her and give her the payment of her marriage contract. The Gemara will explain all of these cases thoroughly.

[49] GEMARA: Concerning the first clause in the mishna, the Gemara asks: This mishna itself is difficult: You said on one hand that if the vow will be in effect for one pilgrim Festival he may maintain her as his wife, from which it may be deduced that if he forbade her from going to her father’s house for two Festivals, he must divorce her and give her the payment of her marriage contract. But say the latter clause: For three Festivals he must divorce her and give her the payment of her marriage contract, from which it may be deduced that if the vow will be in effect for two Festivals, he may maintain her as his wife. Thus, the inferences from the first and latter clauses are contradictory.

[50] Abaye said: In the latter clause, we have come to a case concerning the wife of a priest, with regard to whom more time is allowed before a divorce is required, since her husband may not remarry her afterward. And this is the opinion of Rabbi Yehuda, who distinguished in the previous mishna between the wives of an Israelite and those of a priest. Rabba bar Ulla said: It is not difficult, and can be explained in a different way: Here, in the first clause, it is referring to a woman who is eager and enthusiastic to return regularly to her father’s home, and if her husband prohibits her from doing so for more than one Festival it will cause her significant distress; while there, in the latter clause, it is referring to a woman who is not eager. Consequently, he must divorce her only if the vow will last for three Festivals.

[51] Once the Gemara has mentioned the idea of a woman who is eager to return to her father's house, it discusses another context where a similar idea is mentioned. Concerning the verse "Then I was in his eyes as one that found peace" (Song of Songs 8:10), Rabbi Yoḥanan said: The meaning is: Like a bride who is considered perfect in her father-in-law's house, and is eager to go and relate her praise in her father's house, to tell how many complimentary things were said about her by her husband's family.

[52] Similarly, concerning the verse "And it shall be on that day, says the Lord, that you will call Me: My Husband [Ishi], and you will no longer call Me: My Master [Ba'ali]" (Hosea 2:18), Rabbi Yoḥanan said: The meaning is: Like a bride in her father-in-law's house after she has already lived with her husband, whom she is consequently not ashamed to call her marriage partner, and not like a betrothed bride still in her father's house, who simply refers to her groom as: My master.

[53] § The mishna states: One who vows and obligates his wife not to go to a house of mourning or to a house of feasting for a wedding, must divorce her and give her the payment of her marriage contract, because it is as if he were locking a door in front of her. The Gemara asks: Granted, when he forbids her from going to a house of feasting,

[54] there is effectively an act of locking a door in front of her by withholding from her any possibility of rejoicing, but when he forbids her from going to a house of mourning, what locking of a door in front of her is there? He taught: In the future she too will die, and no person will eulogize her or take care of her, just as she did not do so for others. And some say: No person will value her or pay attention to her, since a person who does not visit the sick or console mourners cuts himself off from others.

[55] Similarly, it is taught in a baraita: Rabbi Meir used to say: What is the meaning of that which is written: "It is better to go to a house of mourning than to go to a house of feasting, since that is the end of all men, and the living will take it to heart" (Ecclesiastes 7:2)? What does "and the living will take it to heart" mean? It means that they will take matters relating to death to heart, realizing that they too will eventually die. He who eulogizes others, people will eulogize him; he who buries someone, people will bury him; he who lifts others to bring them to burial, people will similarly lift him to bring him to burial; he who escorts others out for burial, people will similarly escort him; he who carries others, others will carry him. Therefore, one who does not come to a house of mourning to comfort the bereaved will himself not be treated with proper dignity when he dies.

[56] § The mishna stated: And if he claimed he forbade her due to something else, he is permitted to do so. The Gemara asks: What is meant by something else? Rav Yehuda said that Shmuel said: He claims he did so due to promiscuous individuals that are commonly found there, and he does not want his wife to be among them. Rav Ashi said: We said that he may forbid her only with regard to a case where a presumption has been established that promiscuous people frequent this location, but if no such presumption has been established, it is not in his power to say he is concerned about it.

[57] § The mishna stated: And if he said to her: The vow will be void on condition that you tell so-and-so what you told me, or what I told you, he must divorce her and give her the payment of her marriage contract. The Gemara asks: And let her say it. Why shouldn't she simply comply with his wishes? Rav Yehuda said that Shmuel said: It is referring to degrading matters, meaning intimate conversations between husband and wife, which she is ashamed to relate in the presence of others.

[58] The mishna stated: Or he said the vow will be void on condition that she fill something up and pour it into the refuse. The Gemara asks: And let her do it. Rav Yehuda said that Shmuel said: The mishna's intention is that he demanded that she fill herself up and then shake herself out. This is a euphemistic way of saying that the husband wants her to take measures to prevent herself from becoming pregnant, and she is permitted to protest this. It was taught in a baraita: The case is that he told her to fill up ten jugs of water and pour them into the refuse, a task that involves pointless effort and appears foolish.

[59] The Gemara asks: Granted that according to Shmuel, who explains that the mishna is referring to a case where the husband insists that she not become pregnant, due to that reason he must divorce her and give her the payment of her marriage contract. But according to the baraita, which explains that he simply wants her to engage in pointless work, what difference does it make to her? Let her do it. Rabba bar bar Ḥanna said that Rabbi Yoḥanan said: Because she would appear insane if she were to perform pointless actions, she may therefore demand a divorce.

[60] Rav Kahana said: One who vows and obligates his wife not to borrow or not to lend utensils that people generally lend, such as a sifter, or a sieve, or a mill, or an oven, must divorce her and give her the payment of her marriage contract, since by making such rules he causes her to develop a bad reputation among her neighbors, who will suspect her of stinginess or haughtiness.

[61] The Gemara notes: That opinion is also taught in a baraita: One who vows and obligates his wife not to borrow or not to lend a sifter, or a sieve, or a mill, or an oven, must divorce her and give her the payment of her marriage contract, since he causes her to develop a bad reputation among her neighbors. And similarly, if it is she who vowed not to borrow or not to lend a sifter, or a sieve, or a mill, or an oven, or that she will not weave nice garments for his children, she may be divorced without payment of her marriage contract. This too is because she causes him to develop a bad reputation among his neighbors, as they will link her behavior to him and think that he instructed her to act this way.

[62] MISHNA: And these are examples of women who may be divorced without payment of their marriage contract: A woman who violates the precepts of Moses, i.e., halakha, or the precepts of Jewish women, i.e., custom. The Mishna explains: And who is categorized as a woman who violates the precepts of Moses? This includes cases such as when she feeds him food that has not been tithed, or she engages in sexual intercourse with him while she has the legal status of a menstruating woman, or she does not separate a portion of dough to be given to a priest [ḥalla], or she vows and does not fulfill her vows.

[63] And who is considered a woman who violates the precepts of Jewish women? One who, for example, goes out of her house, and her head, i.e., her hair, is uncovered; or she spins wool in the public marketplace; or she speaks with every man she encounters. Abba Shaul says: Also one who curses his, i.e., her husband's, parents in his presence. Rabbi Tarfon says: Also a loud woman. And who is defined as a loud woman? When she speaks inside her house and her neighbors hear her voice.

[64] GEMARA: The mishna stated: She feeds him food that has not been tithed. The Gemara attempts to clarify: What are the circumstances of the case under discussion? If he knows that the food is untithed, he should abstain and not eat it. And if he does not know that the food is untithed, then how does he know that she in fact fed him such food, so that he can divorce her? The Gemara responds:

No, it is necessary when she tells him: So-and-so the priest rectified the pile of grain for me by tithing it, and he then went and asked the priest whether he did so, and it was found to be a lie. It is therefore clear that she did not tithe the food before she served it to him.

[65] § The mishna stated: Or she engages in sexual intercourse with him while she has the status of a menstruating woman. The Gemara asks: What are the circumstances? If he knows about her that she is a menstruating woman, he should abstain. And if he does not know, then he should rely on her. Because Rav Ḥinnana bar Kahana said that Shmuel said: From where is it derived that a menstruating woman can count the days for herself, and that she is trusted to testify that she did so? As it is stated: "Then she shall count to herself seven days" (Leviticus 15:28). "To herself" means by herself, and she may be trusted that she did so. If so, why can't the husband trust his wife that she is not a menstruating woman?

[66] The Gemara answers: No, it is necessary when she tells him: So-and-so the Sage purified the blood for me by ruling that it did not qualify as menstrual blood, and he went and asked him, and it was found that her claim was a lie. And if you wish, say instead that this is similar to that which Rav Yehuda said, as Rav Yehuda stated: If she is known by her neighbors to be a menstruating woman, her husband is flogged if he has relations with her, due to the prohibition against cohabiting with a menstruating woman. In this case, she was known by her neighbors to be a menstruating woman, but she had not told her husband. She then engaged in sexual intercourse with him, and he subsequently discovered her status from her neighbors.

[67] § The mishna stated: Or she does not separate ḥalla. The Gemara asks: What are the circumstances? If he knows that she did not separate ḥalla, he should abstain. If he does not know, then how does he know about it afterward in order to divorce her? The Gemara answers: No, it is necessary when she tells him: So-and-so the kneader rectified the dough for me by separating ḥalla, and he went and asked him, and it was found that her claim was a lie.

[68] § The mishna also stated: Or she vows and does not fulfill her vows. The Gemara clarifies the reason for this, as it is different from the other cases in the mishna, where she causes her husband to violate a prohibition. In this case it is only she who violates a prohibition. As the Master said: Due to the sin of unfulfilled vows, children die, as it is stated: "It is better not to vow than to vow and not pay. Do not allow your mouth to bring your flesh to sin…why should the Lord become angry at your voice and destroy the work of your hands?" (Ecclesiastes 5:4–5). And what is the work of a person's hands? You must say it is referring to his sons and his daughters. Rav Naḥman said: A proof to the above idea may be brought from here: "In vain I smote your children" (Jeremiah 2:30). The phrase "in vain" means: For matters caused by vain words, meaning that you took a vow and did not fulfill it.

[69] It is taught in a baraita that Rabbi Meir used to say: Anyone who knows concerning his wife that she vows and does not fulfill her vows should return and vow to obligate her. The Gemara wonders: He should vow and obligate her? How will he rectify it for her by doing this? Rather, the intention is he should return and provoke her, so that she will vow in his presence and he can then nullify it for her. They said to him: This solution is not effective, because a person does not reside in a basket [kefifa], i.e., in close quarters, with a snake, since this is extremely dangerous. Similarly, he cannot constantly prevent her from taking vows, so it would be preferable that he divorce her.

[70] It is taught in a baraita similar to the previous one that Rabbi Yehuda used to say: Anyone who knows concerning his wife that she does not separate ḥalla for him should go back and separate it after she is finished. They said to him: This solution is not effective, since a person does not reside in a basket with a snake.

[71] The Gemara discusses the two applications of the idea that a husband should try to correct his wife's misdeeds: He who teaches it with regard to this, the case of ḥalla, all the more so would teach it for that, the case of vows, which are not a daily occurrence. But he who teaches it with regard to that, i.e., the case of vows, teaches it only in that case, but in this case of ḥalla, sometimes he will happen to eat untithed produce; and Rabbi Meir holds that he cannot always be careful enough to ensure that ḥalla was taken.

[72] § The mishna stated: And who is considered a woman who violates the precepts of Jewish women? One who goes out and her head is uncovered. The Gemara asks: The prohibition against a woman going out with her head uncovered is not merely a custom of Jewish women. Rather, it is by Torah law, as it is written with regard to a woman suspected by her husband of having been unfaithful: "And he shall uncover the head of the woman" (Numbers 5:18). And the school of Rabbi Yishmael taught: From here there is a warning to Jewish women not to go out with an uncovered head, since if the Torah states that a woman suspected of adultery must have her head uncovered, this indicates that a married woman must generally cover her head. The Gemara explains: By Torah law,

[73] if she covers her head with her basket [kilta], it seems well and is sufficient. But by precepts of Jewish women, i.e., custom, even if her head is covered by her basket this is also prohibited; she requires a substantial head covering.

[74] Rabbi Asi said that Rabbi Yoḥanan said: If she covers her head with her basket, there is no violation of the prohibition against having an uncovered head. Rabbi Zeira discussed it: Where is the woman that Rabbi Yoḥanan is referring to? If we say he means that she appears this way in the marketplace, this is a violation of precepts of Jewish women, as explained previously. And if you say rather that he means she appears this way in her own courtyard, if so, you have not allowed any daughter of our father Abraham to remain with her husband, since most women are not careful to cover their heads completely inside their own courtyards. Abaye said, and some say that Rav Kahana said: Rabbi Yoḥanan is referring to when she walks from one courtyard to another courtyard or via an alleyway. Although these places are not considered public areas, strangers may still be present in them.

[75] § And the mishna stated that a woman violates Jewish custom if she spins wool in the marketplace. Rav Yehuda said that Shmuel said: This means that she reveals her arms to people by raising her sleeves as she spins. Rav Ḥisda said that Avimi said: It is referring to when she spins with a red [vered] thread opposite her face to highlight her beauty, which entails an element of promiscuity. The mishna also stated another violation of Jewish custom: Or she speaks with every man she encounters. Rav Yehuda said that Shmuel said: This means that she flirts with young men.

[76] Rabba bar bar Ḥanna said: One time I was walking behind Rav Ukva. I saw an Arab woman who was sitting, casting her spindle, and spinning a red thread opposite her face. Once she saw us, she tore the spindle from the thread and threw it down. She said to me: Young man, give me the spindle. Rav Ukva made a comment about her, noting that she provided an example of one of the types of promiscuity mentioned in the mishna. The Gemara asks: What did he say about her? Which one of

the cases in the mishna did he mention? Ravina said: He said about her that she was an example of a woman who licentiously spins in the marketplace. The Rabbis said: He said about her that she was an example of a woman who licentiously speaks with every man.

[77] § The mishna stated: Abba Shaul says: Also a woman who curses her husband's parents in his presence violates the precepts of Jewish women. Rav Yehuda said that Shmuel said: Even when she curses his parents in the presence of his children and not in his presence she is considered one who violates Jewish custom. And your mnemonic is "Ephraim and Manasseh will be to me like Reuben and Simeon" (Genesis 48:5), which teaches that grandchildren have the status of children. Cursing one's husband's parents in front of his children is tantamount to doing so in front of the husband himself. Rabba said: An example is that she said in the presence of her husband's son: May a lion devour your grandfather.

[78] § The mishna stated: Rabbi Tarfon says: Also a loud woman. The Gemara asks: What is the definition of a loud woman? Rav Yehuda said that Shmuel said: She is considered loud when she raises her voice about matters relating to intercourse, i.e., she quarrels and fights with her husband about it loudly enough that the neighbors overhear, causing him embarrassment. It was taught in a baraita: When she engages in intercourse in this courtyard and she screams from pain, and therefore her voice is heard in another courtyard.

[79] The Gemara asks: But if so, then this should be taught together with the blemishes in the mishna at the end of the chapter, where it lists cases of women who may be divorced without payment of their marriage contract due to a physical blemish, as opposed to the mishna here, which discusses immodest conduct. Rather, it is clear as we initially answered, that a loud woman is so defined due to immodest behavior.

[80] MISHNA: In the case of one who betroths a woman on condition that there are no vows incumbent upon her, and it was subsequently discovered that there are vows incumbent upon her, she is not betrothed. This is because if the condition is not fulfilled, the betrothal is nullified. If he married her without specification and it was subsequently discovered that vows were incumbent upon her, she may be divorced without payment of her marriage contract, since he discovered a deficiency about which she had not initially informed him. However, this does not invalidate the betrothal, since he did not make any explicit condition.

[81] If he betrothed her on condition that she has no blemishes, and it was subsequently discovered that she did have blemishes, she is not betrothed. But if he married her without specification, and it was subsequently discovered that she had blemishes, she may be divorced without payment of her marriage contract. The mishna clarifies what qualifies as a blemish: All of the blemishes that are listed in tractate Bekhorot involving significant physical deformities that disqualify priests from service similarly disqualify betrothal of women, as a mistaken transaction.

[82] GEMARA: The Gemara comments: And we learned a mishna (Kiddushin 50a) also concerning betrothal just like this case. The mishna there is essentially identical to the mishna here, so why must it be repeated? The Gemara explains: Here, it was necessary for the tanna to mention these halakhot in the context of marriage contracts, which is the topic of this tractate. Therefore, he taught the halakha of betrothal due to the halakha of marriage contracts. There, in Kiddushin, it was necessary for him to mention the halakha of betrothal, so he taught about marriage contracts due to betrothal.

[83] Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yehotzadak: These are the vows they spoke about in the mishna that are considered grounds for divorce without payment of the marriage contract: A vow that she will not eat meat or that she will not drink wine or that she will not adorn herself with colored garments. That opinion is also taught in a baraita: These are the vows they spoke about: Matters that involve affliction, such as that she will not eat meat, or that she will not drink wine, or that she will not adorn herself with colored garments.

[84] Rav Pappa discussed it: To which statement in the mishna is this referring? If we say it is referring to the first clause of the mishna, where one betroths a woman on condition that there are no vows incumbent upon her, then since he demonstrated that he is particular about vows, even vows concerning any other matters, including insignificant ones, should also be included. Since he stipulated a condition and it was not fulfilled, the betrothal is invalid. Rather, one must conclude that it is referring to the latter clause of the mishna, about one who marries a woman without stipulation and then discovers that vows were incumbent upon her. In such a case the mishna says she may be divorced without payment of her marriage contract. However, it does not say this for all vows, but only for vows concerning matters of significant affliction.

[85] Rav Ashi said: Actually, one can explain that it is referring to the first clause of the mishna, where he stipulates that the marriage is conditional on the assumption that she has no vows incumbent upon her, and that the point is that for a vow concerning a matter about which people are ordinarily particular, his insistence is considered legitimate insistence, and is effective to invalidate the betrothal. But with regard to a vow concerning a matter about which people are generally not particular, his insistence is not considered insistence, and such a vow is not considered a violation of the condition. Consequently, the betrothal is valid.

[86] § It was stated that the Sages had a dispute concerning the following question: If he betrothed her conditionally, such as that she had no vows incumbent upon her, and he subsequently married her without specification, and then it was discovered that the condition had not been fulfilled, Rav said: Although he may divorce her without payment of her marriage contract, the betrothal is not nullified, and therefore she requires a bill of divorce from him. And Shmuel said: The betrothal was invalid from the outset, and therefore she does not require a bill of divorce from him. Abaye said:

[87] Do not say that Rav’s reason for requiring a bill of divorce is that since he married her without specification, this indicates that he waived his condition entirely, and therefore he must give her the payment of her marriage contract if he divorces her. Rather, Rav’s reason is because a person does not intentionally engage in licentious sexual intercourse. He is aware that the initial betrothal may possibly be nullified, rendering sexual intercourse licentious. Therefore, when he marries her, he does so with the intention that the consummation of the marriage serves as unconditional betrothal. However, as he does not entirely waive his condition, if it becomes clear that the condition was not fulfilled, she may be divorced without receiving payment of her marriage contract.

[88] The Gemara asks: But they already disagree about this fundamental issue of whether it may be assumed that a person does not intentionally engage in licentious sexual intercourse one other time. As it is stated: With regard to a minor girl whose mother or brother married her off, and who did not refuse her husband, despite having the right to do so, and when she became an adult she arose and married someone else, Rav said: She does not require a bill of divorce from the second one. Since she did not refuse the first husband while still a minor, and presumably he later engaged in sexual

intercourse with her when she became an adult, and since the assumption is that he does not intentionally engage in licentious relations, the first marriage is binding and the second is meaningless.

[89] And Shmuel said: She requires a bill of divorce from the second one. Her first husband did not engage in sexual intercourse with the intention that it serve as a new betrothal, rather he intended to continue the relationship established between them when she was a minor. Therefore, she is not considered to be his wife and the second marriage is binding.

[90] The Gemara explains: It is necessary to state the dispute in both instances. For if it was stated only in that case of the minor who did not refuse, one could say that in that case Rav stated his opinion because there is no condition attached to the betrothal. Consequently, when she becomes an adult, he engages in sexual intercourse with intent to betroth her, as he recognizes that the initial betrothal was ineffective. But in this case, where there is a condition and it is unfulfilled, one could say that he concedes to Shmuel that he did not intend to betroth her through intercourse, and she does not require a bill of divorce.

[91] And conversely, if it was stated only in this case concerning betrothal, it could be argued that in this case Shmuel said that the betrothal is not valid when he engages in sexual intercourse with her, since she violated a condition, but in that case of the minor who did not refuse, one could say that he concedes to Rav. Therefore, it is necessary to state the argument explicitly in both cases.

[92] The Gemara discusses proofs for both sides of this dispute: We learned in the mishna: If he married her without specification, and it was discovered that vows were incumbent upon her, she may be divorced without receiving payment of her marriage contract. The Gemara infers: She does not require or receive payment of her marriage contract, but she does require a bill of divorce. What, is it not speaking about the case discussed in the first clause, namely that he betrothed her conditionally and then married her without specification? If so, the mishna is a conclusive refutation of Shmuel’s opinion.

[93] The Gemara rejects the proof: No, the case there is referring to where he betrothed her without specification and then married her without specification.

[94] The Gemara asks: But according to this explanation, if he betrothed her conditionally and then married her without specification, is it indeed the case that she does not require a bill of divorce? If so, instead of teaching in the mishna that if one betroths a woman on condition that there are no vows incumbent upon her to fulfill, and it was subsequently discovered that there are vows that are incumbent upon her, she is not betrothed, let the mishna teach instead a more novel halakha: If he betrothed her with a condition and married her without specification and then it was discovered that vows were incumbent upon her, she is not betrothed. And from this one can derive that all the more so the same halakha would apply in this case, where he betrothed her conditionally but did not repeat the condition when marrying her.

[95] The Gemara answers: That is also what he is saying, and one should understand the mishna this way: One who betroths a woman on condition that there are no vows incumbent upon her to fulfill, and then marries her without specification, and it is then discovered that vows were incumbent upon her, she is not betrothed. If he betrothed her without specification and married her without specification, she requires a bill of divorce but may be divorced without receiving payment of her marriage contract.

[96] The Gemara asks about this halakha according to Shmuel: The mishna says that she does not require or receive payment of her marriage contract, but one can infer that she does require a bill of divorce. And what is different about a marriage contract that she does not require payment? Because he says: I do not want a vowing wife, and therefore the marriage is considered a mistaken transaction. If so, she should also not require a bill of divorce. Since he is clearly particular about this, shouldn't the betrothal also be considered a mistaken transaction?

[97] Rabba said: She requires a bill of divorce from the words of the Sages, i.e., by rabbinic law. Although by Torah law the betrothal is in fact invalid, the Sages declared that since he did not explicitly stipulate the condition, she requires a bill of divorce. And similarly, Rav Ḥisda said: She requires a bill of divorce from the words of the Sages. Rava said a different explanation: The tanna is uncertain about the status of the betrothal in this case. Concerning monetary matters, one should be lenient. Therefore, she cannot extract money from the husband for the marriage contract based on the principle that in monetary cases the burden of proof rests upon the claimant. But concerning prohibitions such as adultery, one must be stringent, and she therefore requires a bill of divorce.

[98] Rabba said: The dispute between Rav and Shmuel is in the case of an error concerning two women. The same man married one woman on condition that she had no vows incumbent upon her and then married another woman without specification. Rav and Shmuel disagree whether the condition he explicitly stated for the first woman should be seen as proof that he is particular about this with regard to the second one as well, to the point that the betrothal is invalid if the condition was not fulfilled. But in the case of an error concerning one woman, where he betroths her with a condition, marries her without specification, and subsequently discovered that the condition was not fulfilled, all agree, including Rav, that she does not require a bill of divorce from him.

[99] Abaye said to him: But the mishna discusses an error concerning one woman, as a second woman is not mentioned, and we raise an objection from it against Shmuel, implying that Rav and Shmuel have a dispute in this case as well. How, then, can you say that dispute is in the case of an error concerning two women?

[100] Rather, the previous explanation must be retracted and instead the Gemara says: If the above statement of Rabba was said, it was said as follows: Rabba said that the dispute between Rav and Shmuel is with regard to a case of an error concerning one woman similar to an error concerning two women. He betrothed one woman conditionally and then divorced her, and subsequently married her again without specification. In this case, Rav and Shmuel dispute whether the assumption is that he intended to nullify the initial condition with the second betrothal or whether he married her the second time based upon the conditions of the first betrothal. But in the case of a simple error only concerning one woman, where he betroths her with a condition, marries her without specification, and then discovers that the condition was not fulfilled, all agree that she does not require a bill of divorce from him.

[101] Abaye raised an objection to Rabba's statement from a baraita: In cases where the man betrothed her in error, or he betrothed her with an item worth less than the value of a peruta, and similarly in a case where there was a minor boy who betrothed a woman, even if the man later sent presents [sivlonot] to the bride after he became an adult, she is not betrothed, because he sent them on the basis of the original betrothal. And if the men in any of these cases engaged in sexual intercourse with the woman after betrothal at the appropriate time, they have acquired the women as their wives,

since they presumably intended the intercourse to serve as betrothal. Rabbi Shimon ben Yehuda said in the name of Rabbi Yishmael: Even if they engage in sexual intercourse, they have not acquired the women as wives, since they presumably engaged in these relations based upon the earlier betrothal, which was invalid.

[102] Noting that the first case in the baraita is where a man betrothed a woman in error, Abaye asks: But here in this baraita, where the first case is an error concerning one woman, and the first tanna and Rabbi Shimon ben Yehuda disagree; what, is it not that the intention of the phrase: Betrothed her in error, is referring to an error in the condition with regard to vows, where he mistakenly believed she didn't have any vows incumbent upon her? This would constitute a refutation of Rabba's statement that all agree that in a case of an error concerning one woman she is not betrothed.

[103] The Gemara responds: No, here it is referring to a halakhic error, that he betrothed a woman with an item worth less than the value of a peruta. The Gemara asks: Concerning the case where the betrothal is with an item worth less than the value of a peruta, the baraita teaches it explicitly as a separate case with the following words: If he betrothed her in error, or if he betrothed her with an item worth less than the value of a peruta. The Gemara answers: It is explaining what it stated earlier: What is the case of one who betrothed her in error? For example, when he betrothed her with an item worth less than the value of a peruta, as he did not engage in sexual intercourse with her based on such a betrothal.

[104] The Gemara asks: With regard to what do they disagree? The Gemara answers: One Sage, the first tanna, holds that a person knows that betrothal does not take effect with an item worth less than the value of a peruta. Consequently, he decides to engage in sexual intercourse for the purpose of betrothal and therefore acquires the woman as his wife through these relations. And one Sage, Rabbi Shimon ben Yehuda, holds that a person does not know that betrothal does not take effect with an item worth less than the value of a peruta, and when he later engages in sexual intercourse, he does so on the basis of the original betrothal, so no new betrothal takes place.

[105] Abaye again raised an objection to Rabba's statement from a baraita: If a man said to a woman: I am engaging in sexual intercourse with you for the purpose of betrothal on condition that my father will desire our betrothal, and then he married her without specification, although the father did not desire it, she is nevertheless betrothed through this act of intercourse. Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon: If the father desires it, she is betrothed, and if the father does not desire it, she is not betrothed, since he engaged in intercourse with her based on the initial condition. But here it is similar to a mistake concerning one woman, and they disagree whether the betrothal is valid.

[106] The Gemara responds: There, they disagree about this: One Sage, the first tanna, holds that: On condition that my father will desire it, means: On condition that my father is silent. Consequently, if his father does not protest, the betrothal is valid, and he was indeed silent about it. And one Sage, Rabbi Shimon ben Yehuda, holds that it means: On condition that my father says yes, and he did not say yes. Therefore, the dispute is about the significance of the father's silence in this case.

[107] Abaye again raised an objection to Rabba's statement from a baraita: The Rabbis concede to Rabbi Eliezer concerning a minor girl who was married off by her father and then divorced while she was still a minor, and is therefore treated by the halakha as an orphan in the lifetime of the father, since the halakha is that the father is no longer able to marry her off to someone else, and while she

was still a minor, her former husband remarried her, and he then died without children, that she performs ḥalitza and may not instead enter into levirate marriage.

[108] The baraita continues: This is because her divorce was a full-fledged divorce, since the father has authority to receive her bill of divorce from her husband, and her return to her husband afterward is not a full-fledged return, since she remarries her husband while still a minor, and her father no longer has authority to marry her off, and marriage to a minor girl by her own consent is not considered a full-fledged marriage. She is consequently prohibited from entering into a levirate marriage based on the prohibition against a divorcée marrying her former husband's brother.

[109] The baraita continues: In what case is this statement said? When he divorced her while she was still a minor girl and then remarried her while she was still a minor girl. But if he divorced her while she was still a minor girl, and then remarried her when she was an adult woman, or if he remarried her while she was still a minor girl and she became an adult woman while married to him, the second marriage is binding, and she has the status of a full-fledged married woman. And therefore, if he died, either she performs ḥalitza or she enters into levirate marriage like any other widow.

[110] In the name of Rabbi Eliezer they said that even in this case she performs ḥalitza, but she may not enter into levirate marriage. This dispute seems to hinge on whether, when he engaged in sexual intercourse with her as an adult, he did so for the purpose of betrothal, or whether he relied upon the invalid betrothal performed when she was a minor. But here, this should be considered similar to an error concerning one woman, and yet they disagree.

[111] The Gemara refutes this claim: This is not the nature of the disagreement. Rather, there too they disagree over a possible halakhic error: One Sage, the first tanna, holds that a person knows that the betrothal of a minor girl is nothing, and consequently, after she reaches adulthood, he decides to engage in sexual intercourse for the purpose of betrothal. Therefore, if the husband dies she may enter into levirate marriage. And one Sage, Rabbi Eliezer, holds that a person does not know that the betrothal of a minor girl is nothing, and therefore when he engages in sexual intercourse with her after she reaches adulthood, he does so on the basis of the initial betrothal, which is not effective according to Torah law, and therefore she cannot enter into levirate marriage.

[112] It was also stated in accordance with Rabba's opinion, that there is no dispute with regard to an error concerning one woman: Rav Aḥa bar Ya'akov said that Rabbi Yoḥanan said: One who betrothed a woman conditionally and engaged in sexual intercourse without specifying that he is voiding the condition, all agree that she does not require a bill of divorce from him. Rav Aḥa, son of Rav Ika, son of Rav Aḥa bar Ya'akov's sister, raised an objection to his opinion from a baraita that states: A mistaken ḥalitza is valid. The amora'im asked: What is meant by the term: A mistaken ḥalitza? Reish Lakish said: Any situation when someone says to a man whose married brother died childless [yavam] not well versed in halakha: Perform ḥalitza with her and by doing so you will thereby marry her. Although he did not intend to release their bond with this ḥalitza, it is nevertheless effective.

[113] Rabbi Yoḥanan said: I teach with regard to the halakhot of ḥalitza: Whether he intended to release her through ḥalitza and she did not intend it, or whether she intended this outcome and he did not intend it, her ḥalitza is invalid; it will always be invalid until they both intend the appropriate outcome. And you say that in that case, when he intended to marry her and not to release her, that her ḥalitza is valid? Rather, Rabbi Yoḥanan said that in fact, in such a case, the ḥalitza would be invalid, and the term: A mistaken ḥalitza, concerns any situation where someone says to the yavam: Perform

ḥalitza with her on condition that she gives you two hundred dinars as payment, and afterward she refuses to give him the money.

[114] The Gemara returns to our issue: Apparently, it can be seen from here that since he performed an action, the halakha views this as though he explicitly waived his condition, for although he stipulated a condition, once he actually performs ḥalitza the condition is ignored. If so, here too, with regard to a conditional betrothal, since he engaged in sexual intercourse, he has waived his condition, which contradicts Rav Aḥa bar Ya'akov's view.

[115] He said to him: Student of the academy, have you spoken well? The reason why the ḥalitza is valid is not because he waived his condition, but rather because the condition was invalid to begin with. After all, from where do we learn through tradition all the laws of conditions? From the conditions made with the descendants of Gad and the descendants of Reuben. Moses made a condition with the tribes of Gad and Reuben: If they would go with the rest of the nation to fight in the battles for the land of Canaan on the western side of the Jordan, they would receive their inheritance on the eastern side, as they requested (see Numbers, chapter 32).

[116] The Gemara derives the halakhot of contractual conditions from that incident, and these include the rule that a condition that can be fulfilled by means of an agent, as was done there, when Moses transferred responsibility for implementing the condition to Joshua and the Elders, and such a condition is a valid condition. Whereas a condition that cannot be fulfilled by means of an agent as was done there is not a valid condition. Accordingly, since ḥalitza cannot be performed by means of an agent, the condition is of no effect and the ḥalitza is valid. There is therefore no proof from here that a husband who performs an action waives his condition.

[117] The Gemara raises a difficulty: But sexual intercourse is something that cannot be fulfilled by means of an agent as was done there, in the case of the descendants of Gad and the descendants of Reuben, and yet it is considered a valid condition. If a man says that he is engaging in intercourse with a woman for the purpose of betrothal on condition that a certain stipulation be fulfilled, if that condition is broken the betrothal is invalid.

[118] The Gemara answers: There, in the case of betrothal, there is a special reason for this law, because the different ways of becoming betrothed are juxtaposed to each other. The Torah describes betrothal with the term becoming, as in the expression: "And she becomes another man's wife" (Deuteronomy 24:2). Betrothal can be performed through the transference of money or an item of value, through a document, or through sexual intercourse. All three forms are juxtaposed with one another. Conditions can be stipulated for betrothal performed via transference of money or through a document, since these methods of betrothal can be fulfilled through an agent. Therefore, a condition may also be stipulated for betrothal through sexual intercourse, although that cannot be fulfilled through an agent.

[119] Rav Ulla bar Abba said that Ulla said that Rabbi Elazar said: In the case of one who betroths a woman with a loan by forgiving a debt she owes him, which does not effect betrothal, and subsequently engages in sexual intercourse with her; or one who betroths a woman conditionally and the condition was not fulfilled, and he subsequently engages in sexual intercourse with her; or one who betroths a woman with an item worth less than the value of a peruta, and he subsequently engages in sexual intercourse with her, in all of these cases, all agree that she requires a bill of

divorce from him. Although the initial betrothal was invalid, they are betrothed due to the subsequent sexual intercourse.

120 Rav Yosef bar Abba said that Rabbi Menaḥem said that Rabbi Ami said: In the case of one who betroths a woman with an item worth less than the value of a peruta and subsequently engages in sexual intercourse with her, she requires a bill of divorce from him. This is because it is in this matter that he does not err. He knows that betrothal must be performed with an item worth at least a peruta, and he therefore must have engaged in intercourse with her for the purpose of betrothal. But with regard to those other cases, i.e., a loan or a condition, he does err. He engages in intercourse based upon his initial betrothal, and therefore she does not require a bill of divorce.

121 Rav Kahana said in the name of Ulla: In the case of one who betroths a woman conditionally and the condition was not fulfilled, and he subsequently engages in sexual intercourse with her, she requires a bill of divorce from him, in accordance with Rabbi Elazar. The Gemara relates: This was an incident that actually occurred. A man betrothed a woman conditionally and then engaged in sexual intercourse with her without specification, and the Sages did not have the power to allow her to leave her husband without a bill of divorce, since they could not definitively rule that the betrothal was invalid. Therefore, they forced him to give her a bill of divorce.

122 The Gemara comments: This statement comes to exclude the opinion of this tanna, as Rav Yehuda said that Shmuel said in the name of Rabbi Yishmael: The verse states with regard to a woman suspected by her husband of having been unfaithful [sota]: “And she was not seized” (Numbers 5:13), i.e., she was not raped. That is, she is forbidden to her husband since she willingly committed adultery with another man. Consequently, a woman who in fact was seized is permitted to her husband. And you have another woman who, although she was not seized but rather engaged in sexual intercourse willingly, is nevertheless permitted to her husband and is not considered a sota. And who is this? This is referring to one whose betrothal was a mistaken betrothal, as even if her son from this marriage is riding on her shoulders,

123 she may refuse her husband and go on her way. According to this opinion, the marriage did not take effect at all, despite the fact that they engaged in sexual intercourse, because the betrothal involved an error.

124 § The Sages taught: If a man betroths a woman on condition that there are no vows incumbent upon her to fulfill, but there are vows incumbent upon her, and she goes to a halakhic authority and he dissolves her vows, she is betrothed. However, if he betroths her on condition that she has no blemishes, but she does have blemishes, and she goes to a doctor and he heals her blemishes, she is not betrothed. The Gemara inquires: What is the difference between a halakhic authority and a doctor? The Gemara explains: When a halakhic authority dissolves a vow, he uproots the vow retroactively. It is as if she had never vowed at all, and therefore she was in fact not bound by vows at the time of their betrothal. But a doctor only heals from here onward. Since she had blemishes at the time of betrothal, she is in breach of his condition.

125 The Gemara raises a difficulty: But isn’t it taught in a different baraita that if she goes to a halakhic authority and he dissolves her vows, or to a doctor and he heals her blemishes, she is not betrothed? Rava said: This is not difficult, for this baraita follows the opinion of Rabbi Meir, and that one follows Rabbi Elazar. The Gemara elaborates: This baraita, which states that if her vows were dissolved by a halakhic authority she is betrothed, is in accordance with Rabbi Meir, who said that a

man is willing for his wife to be degraded by going to court to have her vow dissolved. That baraita follows the opinion of Rabbi Elazar, who said that a man is not willing for his wife to be degraded in court. Consequently, even if she went to a halakhic authority and he dissolved her vows, such a solution is unacceptable to her husband, as he did not want her to go to court. Therefore, the betrothal is invalid even after the dissolution of the vow.

126 The Gemara poses a question: What is this fundamental dispute between Rabbi Meir and Rabbi Elazar? The Gemara answers: As we learned in a mishna (Gittin 45b): If a man who divorces his wife due to a vow that she took subsequently regrets his decision and wants to take her back, he may not remarry her. Similarly, if he divorces her due to a bad reputation she has acquired, he may not remarry her. This is because if he were allowed to take her back if the vow is dissolved by a halakhic authority or after discovering that the rumors about her were false, he might say that had he known this he never would have divorced her. Such a statement would retroactively cast doubt on the validity of the bill of divorce and could potentially cause her children from a second marriage to have the status of mamzerim. He is therefore informed that if he divorces her due to a vow or a bad reputation he can never remarry her.

127 Rabbi Yehuda says: With regard to any vow that is known by many people and therefore cannot be nullified, he may not remarry her. If it is not known by many people, but rather is a private matter between them, he may remarry her. Rabbi Meir says: Any vow that requires investigation by a halakhic authority, that is, the husband cannot nullify it himself and she needs a halakhic authority to analyze the vow carefully to find an opening that will permit its dissolution, he may not remarry her, for he can claim that had he known the vow could be dissolved he would never have divorced her, thereby undermining the bill of divorce. And with regard to a vow that does not require the investigation by a halakhic authority, which he knows he can nullify himself, he may remarry her. There is no concern that he might impair the bill of divorce, as he knew he could dissolve the vow and yet he chose to divorce her regardless.

128 Rabbi Elazar says: Both in the case of a vow that requires investigation by a halakhic authority and one that does not require it, he may not remarry her. Rabbi Elazar said in explanation of his view: They prohibited remarrying a woman who was bound by a vow that requires investigation by a halakhic authority only due to a vow that does not require such investigation. The Gemara explains the respective opinions: What is the reason for Rabbi Yehuda’s statement? As it is written:

129 “And the children of Israel did not smite them, for the princes of the assembly had sworn to them” (Joshua 9:18), and since this oath was uttered in the presence of many people, it could not be rescinded, although it was undertaken in error because the Gibeonites had deceived the people of Israel. The Gemara poses a question: And how many people are considered many for the purposes of this law? Rav Naḥman bar Yitzḥak said: Three, as can be learned from the laws of a woman who experiences a discharge of uterine blood after her menstrual period [zava]: “Days” indicates two, which is the minimal number justifying use of the plural noun. The term “many days” (Leviticus 15:25) therefore indicates a total of three. Rabbi Yitzḥak said: Ten, as the term “assembly” is written in relation to the Gibeonites, and it is taught elsewhere that an assembly is comprised of at least ten members.

130 The mishna teaches: Rabbi Meir says: In the case of any vow that requires investigation by a halakhic authority, he may not remarry her. Rabbi Elazar says: They prohibited remarrying a woman

who was bound by a vow that requires investigation by a halakhic authority only due to a vow that does not require such investigation. The Gemara asks: With regard to what principle do they disagree? Rabbi Meir holds that a man is willing for his wife to be degraded in court, by going to have her vow dissolved. There is concern that the husband might say that had he known the vow could be dissolved he would not have divorced his wife. Such a claim would cast doubt on the validity of the bill of divorce. Rabbi Elazar maintains that a man is not willing for his wife to be degraded in court at all. Therefore, he cannot undermine the bill of divorce. The Sages prohibited him from remarrying her only due to a case that does not need investigation, as the husband can claim he did not know the vow could be dissolved.

[131] Returning to the earlier discussion, Rava said a different explanation of the baraita that rules that if she went to a halakhic authority who dissolved her vow she is nevertheless not betrothed: Here we are dealing with an important woman, i.e., a woman from an important family. The husband does not want her due to her habit of vowing, but since she is from an important family he is reluctant to give her a bill of divorce, as he says: It is not amenable to me to be forbidden to all her relatives. He wants to retain ties of marriage with this family, and once he has married this woman, even if he divorces her, he will be forbidden to her mother or sisters. He therefore prefers that the betrothal be entirely dissolved.

[132] The Gemara raises a difficulty: If so, consider the latter clause of the baraita, which teaches: But if he betroths her on condition that there are no vows incumbent upon him or that he has no blemishes, and he does have vows or blemishes, but then he goes to a halakhic authority and he dissolves his vows, or to a doctor and he heals him, she is betrothed. Yet according to Rava, in that case too let the tanna teach that she is not betrothed, and let us likewise say that here we are dealing with an important person, from an important family, as she says: It is not amenable to me to be forbidden to his relatives.

[133] The Gemara answers: There is a difference between a man and a woman in this regard, for it is amenable to her to be with any man, flawed though he may be, as taught by Reish Lakish: As Reish Lakish said that women say: It is better to dwell together as two [tan du] than to dwell alone as if a widow. Women will prefer any marriage to remaining single. Similarly, Abaye said that women say: One whose husband is small as an ant, nevertheless places her seat among the noblewomen, as she considers herself important by virtue of the mere fact that she is married.

[134] Rav Pappa said a different maxim expressing a similar idea: One whose husband is a wool comber [nafsa], a lowly occupation, calls him to sit with her at the entrance to the house, as she is proud of him and happy to be married. Similarly, Rav Ashi said: Even one whose husband is lowly [kalsa] does not require lentils for her pot. She is so happy with the simple fact that she is married that she does not mind even if he does not provide her with food. The Gemara comments that it is taught: And all of these women who have lowly husbands yet appear so satisfied with their marriage commit adultery and attribute the birth of the children to their husbands. This is another reason why they are so keen to be married.

[135] § The mishna teaches that all blemishes that disqualify priests disqualify women’s betrothal as well. The Sage taught in the Tosefta (Ketubot 87:9): To these, they added several additional blemishes applying only to women: Sweat, a mole, and a foul odor from the mouth. The Gemara poses a question: And do these blemishes not also disqualify priests? Didn’t we learn in a mishna

with regard to blemishes of animals (Bekhorot 41a): The old, the sick, and the filthy? And it was taught in a different mishna (Bekhorot 43a): These blemishes stated concerning animals, whether they are permanent or whether they are temporary, render people, i.e., priests, disqualified as well. This shows that filth and sweat disqualify priests too.

[136] Rabbi Yosei, son of Rabbi Ḥanina, said: This is not difficult. Here, where the baraita states that these blemishes do not disqualify priests, it is referring to removable sweat, which can be washed off. There, the mishna that considers it is a disqualifying blemish for priests, it is speaking of sweat that is not removable.

[137] Rav Ashi said that the entire question is unsubstantiated. Have you raised a contradiction between a ruling concerning sweat and a ruling concerning filth? The term filthy indicates that there is a permanently foul odor, which disqualifies both animals and priests. But there, with regard to priests who suffer from foul odors due to sweat, it is possible to remove it in the short term by use of wine vinegar. And the priest can also temporarily cure himself from a foul odor of the mouth, as it is possible to hold pepper in his mouth to alleviate the odor and proceed to perform the service. But with regard to a woman it is not possible for her to utilize these remedies on a constant basis. Consequently, this blemish disqualifies women and not priests.

[138] The baraita stated that a mole is a blemish for a woman but not for a priest. The Gemara poses a question: What are the circumstances with regard to this mole? If it has hair growing in it, both here and there, with regard to both women and priests, it is disqualifying. If it does not have hair in it, the following distinction applies: If it is a large mole, both here and there it is disqualifying. If it is a small mole, both here and there it is not disqualifying, as it is taught in a baraita: A mole that has hair in it, this is a blemish. With regard to one that does not have a hair in it, if it is large, this is a blemish. If it is small, this is not a blemish. The tanna proceeds to ask: And what is considered large? Rabban Shimon ben Gamliel explained: As large as the size of an Italian issar, a small coin.

[139] The Gemara answers: Rabbi Yosei, son of Rabbi Ḥanina, said: The case in the baraita discusses a mole that is positioned on her forehead. Despite the mole's small size, its prominent location makes her appear very ugly. The Gemara asks: If it is on her forehead, it is something that he has seen and accepted. Since it is visible, he knew about it before agreeing to marry her. Therefore, he cannot later divorce her due to a blemish of this kind. Rav Pappa said: The baraita is referring to a mole that is positioned under the cap that is on top of her head. Sometimes it is visible and sometimes it is not visible, and he may not have seen it in advance. It is necessary to teach us that a mole of this kind is considered a blemish.

[140] Rav Ḥisda said: I heard this matter from a great man, and who was this great man? Rabbi Sheila was the great man. He said: If a dog bit a woman, and the place of the wound developed into a scar, this is a blemish. Rav Ḥisda further said: A deep voice in a woman, this is a blemish, as it is stated: "For your voice is sweet and your appearance pleasant" (Song of Songs 2:14). Rabbi Natan Bira'a taught: A handbreadth between a woman's breasts. The amora'im have a dispute concerning the meaning of Rabbi Natan Bira'a's statement: Rav Aḥa, son of Rava, thought to say before Rav Ashi that this means a handbreadth between a woman's breasts is perfection and considered beautiful. Rav Ashi said to him: This baraita is taught with regard to blemishes, and it means that if her breasts are separated by a gap this wide, it is a blemish. The Gemara asks: And how much of a gap is considered normal? Abaye said: The width of three fingers.

141 It is taught in a baraita: Rabbi Natan says: Any woman whose breasts are larger than those of other women, this is a blemish. The Gemara poses a question: And how much larger must they be to be considered a blemish? Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi, said in the name of Rabbi Yehoshua ben Levi: If they are a handbreadth larger than the norm. The Gemara inquires: And is there a case like this? Is it possible for a woman to have such large breasts? The Gemara answers: Yes, as Rabba bar bar Ḥanna said: I once saw a certain Arab woman who flung her breasts behind her and nursed her child.

142 § Since the Gemara quoted a statement of Rabbi Yehoshua ben Levi's grandson, the Gemara cites another exposition in his name. The verse states: "And of Zion it shall be said, this man and this man were born in her, and the Most High shall establish her" (Psalms 87:5). Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi, said: Both the man who was actually born in Zion and the one who looks forward to seeing her are equally considered sons of Zion. Abaye said: And one of the inhabitants of Eretz Yisrael is superior to two of us, Babylonians. Rava said: And one of us Babylonians, when he ascends to Eretz Yisrael, is superior to two people born and raised in Eretz Yisrael. The Gemara cites a proof for Rava's claim: As Rabbi Yirmeya, when he was here, in Babylonia, did not even know what the Sages say. He was not considered an important scholar. But when he ascended there, it was he, and not the other Sages of Eretz Yisrael, who called us foolish Babylonians. Evidently, he became even greater than they were.

143 MISHNA: If she has blemishes and she is still in her father's house, as she has not yet gotten married, the father must bring proof that these blemishes appeared on her after she became betrothed, and therefore his field was flooded, i.e., it is the husband's misfortune, since she developed the problem after the betrothal. But if she has already gotten married and entered the husband's domain when her blemishes are discovered, the husband must bring proof that she had these blemishes before she was betrothed, and consequently the transaction of betrothal was a mistaken transaction. This is the statement of Rabbi Meir. But the Rabbis say: In what case is this statement, that a husband can claim to have found blemishes in his wife, on account of which he wants to void the betrothal, said? With regard to hidden blemishes.

144 But with regard to visible blemishes, he cannot claim that the betrothal was in error, as he presumably saw and accepted them before the betrothal. And if there is a bathhouse in the city, where all the women go to bathe, even with regard to hidden blemishes he cannot make this claim, because he examines her through the agency of his female relatives. He would have asked one of his relatives to look over the woman he is about to marry.

145 GEMARA: The mishna states that if the woman had blemishes while she was in her father's house, the father must bring proof that they developed after the betrothal. The Gemara infers: The reason the father's claim is accepted is due to the fact that the father brings proof, but if the father does not bring proof then the husband is deemed credible when he claims the betrothal was a mistaken transaction because the blemishes predated it. The Gemara asks: In accordance with whose opinion is this mishna? It is the opinion of Rabbi Yehoshua, who said in a mishna (12a) with regard to a case when the wife claims that she was raped after her betrothal while her husband says it happened beforehand, that we don't live from, i.e., we don't rely on the words of her mouth, but rather she must substantiate her claim.

[146] The Gemara continues: Now say the latter clause of the mishna: If she had entered the husband's domain, the husband must bring proof. Again the Gemara infers: The reason his claim is accepted is due to the fact that the husband brings proof, but if the husband does not bring proof then the father is deemed credible. We arrive at the opinion of Rabban Gamliel, who said that the woman is deemed credible when she says that the incident occurred after the betrothal. Consequently, the first and last clauses of the mishna appear to contradict one another. Rabbi Elazar said: This mishna is disjointed, and does not follow a single opinion; the tanna who taught this halakha did not teach that halakha.

[147] Rava said: Do not say that Rabbi Yehoshua does not follow the presumptive status of the body at all, that is, it should not be assumed that Rabbi Yehoshua fundamentally rejects the idea that one's body is presumed to remain in its initial, intact state until proven otherwise. Rather, say that Rabbi Yehoshua does not follow the presumptive status of the body only when there is an opposing claim of monetary possession. An example of this is the case in the mishna where the woman seeks to extract money from her husband for payment of her marriage contract by claiming that she was raped after the betrothal. Since acceptance of her claim would mean her husband has to pay, Rabbi Yehoshua maintains that the presumptive status of her body alone is not sufficient.

[148] But when there is no possession of money, as in the mishna, Rabbi Yehoshua does in fact follow the presumptive status of the body. As it is taught in a baraita with regard to the halakhot of leprosy: If the bright white leprous spot preceded the white hair then the one afflicted is ritually impure; if the white hair preceded the bright white spot he is pure. If it is uncertain which came first, he is impure. And Rabbi Yehoshua says: Dull. They asked: What is the meaning of dull? Rabba said that dull means it is ritually pure, as though the plague was of a dull shade, which is not impure. This shows that in an uncertain case where there is no issue of monetary possession, Rabbi Yehoshua accepts the presumptive status of the body, and therefore, the one afflicted is ritually pure.

[149] Rava said a different answer to the contradiction in the mishna: In the first clause of the mishna, where the blemishes were discovered while she was still in her father's house, the assumption is that since they were discovered here, they were also created here. In other words, since the blemishes were found while she was still in her father's house, there is a presumption that they were also present at the earlier stage, prior to the betrothal. Consequently, the burden of proof is on the father who claims the blemishes developed at a later stage. In the latter clause of the mishna as well, since the blemishes were discovered when she was in the husband's house, it is assumed that since they were discovered here, in the husband's domain, they were also created here, after the marriage.

[150] Abaye raised an objection to Rava's opinion from the mishna: If she had entered the husband's domain when the blemishes were discovered, the husband must bring proof that she had these blemishes before she was betrothed, and therefore his transaction of betrothal was a mistaken transaction. The Gemara infers: If he brought proof that these blemishes were there before she was betrothed then yes, his claim is accepted, but if he proved that the blemishes were present from a point in time after she was betrothed, even if she was still in her father's house, his claim is not accepted. But why? Even if his proof concerns the period after the betrothal, let us say that since they were discovered here, they were also created here, and she presumably had these blemishes before the betrothal.

[151] Rava said to him: With regard to a case where the blemishes were found to have been present from a point in time after she was betrothed, there is a reason why one does not assume that they

were there beforehand: Because it can be said that there is a presumption that a person does not drink from a cup unless he first examines it. In other words, one does not betroth a woman unless he first investigates her to determine if she is acceptable to him. And consequently this man has undoubtedly seen her blemishes and been appeased about them. Therefore, in the event that the blemishes did exist at the time of betrothal, it can be assumed that the husband knew about them and accepted the situation.

[152] The Gemara raises a difficulty: If that is so, then even if he brought proof that the blemishes existed before she was betrothed, we should also rely on the above presumption and say that he must have been aware of them and betrothed her regardless. But this is not the halakha. Rather, it must be that we say there is an opposing presumption that a person does not become appeased with regard to blemishes. Therefore, it must be proven that he saw these blemishes and did not object. Here too, we should say there is a presumption that a person does not become appeased with regard to blemishes.

[153] Rather, the mishna must be explained differently: If he brought proof that she had these blemishes from a point in time after she was betrothed, his claim of a mistaken betrothal is not accepted because there are two presumptions opposing it. There is a presumption of: Establish the state of the woman's body according to its presumptive, unblemished status and consequently assume that the blemishes were not present at the time of betrothal, and additionally there is the presumption that a person does not drink from a cup unless he first examines it, and this man has undoubtedly seen her blemishes and been appeased. What do you say in opposition to this argument, that there is a presumption that a man does not become appeased with regard to blemishes? Even so, it is

[154] one presumption opposed by two others. And we do not say that one presumption is decisive when it is opposed by two. However, if the husband brings proof that that she was blemished before she was betrothed, we cannot say: Establish the state of the woman's body according to its presumptive status, since it has been established that the blemishes existed prior to the betrothal. What claim is there in the woman's favor? Only the presumption that a person does not drink from a cup unless he first examines it, and this man has undoubtedly seen her blemishes and been appeased. The Gemara responds: On the contrary, there is a presumption that a person does not become appeased with regard to blemishes, and therefore the money is established according to its presumptive status and we do not obligate the husband to pay for the marriage contract.

[155] Rav Ashi said that the contradiction between the first and last clauses of the mishna can be resolved in the following manner: The first clause is similar to a claim made by one who says: My father has one hundred dinars in your possession. When the blemishes were discovered he had not yet married her, and therefore the payment for the marriage contract would go to the woman's father, and not to her. And the latter clause is referring to a married woman who claims the marriage contract for herself, and it is therefore as though she says: I have one hundred dinars in your possession. The presumptive status of her body enables her to claim money only for herself, not on behalf of someone else, including her father.

[156] Rav Aḥa, son of Rav Avya, raised an objection to Rav Ashi's opinion from a baraita: Rabbi Meir concedes with regard to blemishes that naturally come with her from her father's house, and which did not develop after the marriage, that the father must bring proof that she did not have them before the betrothal, even if she was already married when they were discovered. But why does Rabbi Meir

agree in that case? It is similar to the case where someone says: I have one hundred dinars in your possession, along with the presumptive status of her body; therefore, the burden of proof should be upon the husband.

157 The Gemara answers: With what are we dealing here? With a case of a woman who has an additional toe. She was obviously born with that blemish. The Gemara is puzzled by this response: If the baraita is speaking about an additional toe, what proof could the father possibly bring to argue that the toe grew after the marriage? The Gemara answers: He can provide proof that the husband saw the extra toe before the betrothal and he became appeased about it.

158 § Rav Yehuda said that Shmuel said: With regard to one who exchanges a cow for a donkey, where the two animals involved in this transaction are not in the same location, one of the parties acquires one of the animals by means of pulling it, which transfers the other animal to the other party through acquisition by means of the exchange. And in this case the owner of the donkey pulled the cow, but before the owner of the cow could pull the donkey in turn, the donkey died. The owner of the cow claimed that the donkey died before the other one pulled the cow, which means the exchange transaction never took effect. In that case, the owner of the donkey must bring proof that his donkey was alive at the time when the cow was pulled. If he is unable to bring proof to this effect, the owner of the cow retains his animal.

159 Rav Yehuda adds: And the tanna of the mishna also taught along similar lines with regard to a bride. Shmuel learned this halakha concerning an acquisition by means of barter from the case of a bride. The Gemara inquires: Which halakha involving a bride serves as the basis for the halakha that Shmuel taught? If we say

160 that his proof is from the halakha with regard to a bride who is still in her father’s house, when the burden of proof is upon the father, is it comparable? There, the father brings proof and takes money away from the husband, whereas here, the owner of the donkey brings proof and maintains possession of the cow. Consequently, perhaps this case is different, and he should not be obliged to provide proof.

161 Rabbi Abba said: The proof is from the case of a bride in her father-in-law’s house, that is, one who has entered her husband’s domain. The Gemara raises a difficulty: And yet the cases are still not comparable: There, the husband brings proof and undermines the presumption that was in favor of the father, i.e., the presumptive status of the daughter’s body, whereas here, the owner of the donkey brings proof and thereby maintains the presumptive status of the donkey’s body and consequently maintains the cow in his possession. Perhaps, therefore, he should not have to bring proof.

162 Rav Naḥman bar Yitzḥak said: Shmuel’s proof is from the halakha of a bride in her father’s house, but with regard to the money used for betrothal, not for the marriage contract. The father must bring proof in order to retain the betrothal money.

163 Rav Naḥman bar Yitzḥak explains: And do not say that this is only according to the one who says in general that betrothal money was not given with the understanding that it is to be lost, that is, the money was handed over only for the purpose of betrothal and it must be returned if the betrothal is canceled. Rather, say that this is even according to the one who says that in the case of betrothal money that was given to be lost, this applies only to a betrothal whose status is certain. According to this opinion, if a husband later divorces his wife or dies she does not have to restore the betrothal money. But with regard to a mistaken betrothal, if the father brings proof then yes, he may keep the

money; if he does not bring proof he may not retain ownership of the betrothal money. This supports Shmuel's opinion that in an uncertain case the one in possession of the money must bring proof in order to retain his ownership.

[164] The Gemara raises an objection to Shmuel's opinion with regard to presumptions from a baraita about a different issue: In a case of a needle that is found in the thick wall of a slaughtered animal's second stomach, if it has pierced the stomach from only one side, the animal is kosher. If the stomach is pierced from both sides, meaning that the needle pierced a hole completely through the wall of the stomach, it has the status of an animal with a condition that will cause it to die within twelve months [tereifa], and one is consequently prohibited to eat from it. Furthermore, if a drop of congealed blood is found on top of the needle, it is certain that the perforation was created before the slaughtering of the animal, and it is therefore a tereifa. If no drop of blood is found on it, it is certain that it occurred after the slaughtering, which means the animal is kosher.

[165] If a scab appeared over the wound on that spot, it is certain that the incident happened three days before the slaughtering. The significance of this fact is that if the animal was sold to a butcher after this point in time, the butcher can claim that the transaction was performed in error, as he did not intend to purchase a tereifa animal. If a scab did not appear over the wound, and the seller claims that the animal was injured while in the possession of the butcher who purchased the animal, while the butcher claims that it was wounded when he bought it, the burden of proof rests upon the claimant. And therefore, if the butcher had already given the money, he needs to bring proof and then he can take his money back from the seller.

[166] The Gemara returns to Shmuel's opinion: But why should this be the halakha? Let the owner of the animal, i.e., the seller, bring proof and establish the validity of the sale, just as the owner of the donkey must provide proof in order to maintain possession of the cow. Why is the burden of proof upon the butcher?

[167] The Gemara answers: This baraita is referring to a case where the butcher had not yet given the money, but was going to pay at a later time. Therefore, the seller is the one claiming money from the butcher, and he must offer proof in order for the transaction to be upheld. The Gemara poses a question: Why was it stated without qualification? The wording of the baraita implies that either side must bring proof. This baraita appears to refute the opinion of Shmuel.

[168] Rather, when Rami bar Yeḥezkel came, he said: Pay no attention to those rules formulated by my brother Yehuda in the name of Shmuel. In actuality, this is what Shmuel said: In whosesoever's domain the uncertainty came into being, the burden of proof rests upon him. In the case of the exchange of the cow for the donkey, it is the owner of the cow who must provide proof. And the tanna of the mishna also taught along similar lines with regard to a bride. If the bride was in her father's domain he must provide proof; if she was living with her husband the burden of proof is upon him.

[169] The Gemara raises an objection: A needle that is found in the thick wall of an animal's second stomach…the burden of proof rests upon the claimant. And if the butcher had not already given the money, the owner of the animal needs to bring proof, and only then can he take his money. The Gemara asks: But why? The uncertainty was formed in the butcher's possession. According to Rami Bar Yeḥezkel's opinion, it should be the butcher's responsibility to provide proof.

170 The Gemara answers: This baraita is referring to a case where the butcher had already given the money. Since the butcher is the one demanding money from the seller, he must provide proof. The Gemara poses a question: But why was it stated without qualification? How is it known that the tanna was referring to this particular case? The Gemara answers: The ordinary situation is that as long as a person has not given money, the other person will not give him the animal. It can therefore be assumed that the butcher paid for the animal before he was allowed to slaughter it, which means it is he who is claiming the return of the money.

171 § The mishna teaches: And the Rabbis say: In what case is this statement said? With regard to hidden blemishes. But he cannot claim to have been unaware of visible blemishes. Rav Naḥman said:

172 And an epileptic is considered like a hidden blemish, for it is possible that nobody is aware of her ailment. The Gemara comments: And this applies only if the sickness comes at regular intervals, as the woman and her family can conceal her illness. But if the attacks do not appear at regular intervals and can occur at any time, this is considered like a visible blemish, as it is impossible that her condition is unknown to others.

173 MISHNA: In the case of a man who developed blemishes after marriage, the court does not force him to divorce his wife. Rabban Shimon ben Gamliel said: In what case is this statement said? It is said with regard to minor blemishes. However, with regard to major blemishes, which will be defined later in the Gemara, the court does force him to divorce her.

174 GEMARA: Rav Yehuda teaches the mishna in accordance with the version quoted above: The man developed blemishes after marrying his wife. Conversely, Ḥiyya bar Rav teaches: The man had blemishes prior to the marriage. The Gemara clarifies the difference between the two opinions: The one who says that the man who developed blemishes after marriage does not have to divorce his wife says that the same halakha applies all the more so to one who had blemishes beforehand, as she was aware of them and accepted them. However, the one who says that the mishna is referring to one who had blemishes prior to his marriage would say that only in that case he is not compelled to divorce her, but if they developed after the marriage this is not the halakha, as she did not marry him under such conditions.

175 We learned in the mishna: Rabban Shimon ben Gamliel said: In what case is this statement said? This is said with regard to minor blemishes, but with regard to major blemishes the court forces him to divorce her. The Gemara poses a question: Granted, according to the one who says that the correct version is: Developed blemishes, this is the reason that there is a difference between major and minor blemishes, as only major blemishes are grounds for divorce. But according to the one who says that the correct version is: Had blemishes, what difference is it to me whether they were major blemishes, and what difference is it to me whether they were minor ones? Either way, she was aware of them and accepted them.

176 The Gemara answers: In the case of major blemishes she can claim that she initially thought that she could accept a husband with such blemishes, but now that she is married she realizes that she cannot accept such an arrangement. The Gemara inquires: And what are these major blemishes of a husband that Rabban Shimon ben Gamliel considers grounds for divorce? Rabban Shimon ben Gamliel explained: For example, if his eye was blinded, or his hand cut off, or his leg broken.

177 It was stated: Rabbi Abba bar Yaakov said that Rabbi Yoḥanan said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel. Rava said that Rav Naḥman said: The halakha is in

accordance with the statement of the Rabbis that there is no difference between minor and major blemishes.

178 The Gemara poses a question: And did Rabbi Yoḥanan actually say so, that the halakha follows Rabban Shimon ben Gamliel? But Rabba bar bar Ḥanna said that Rabbi Yoḥanan said: Wherever Rabban Shimon ben Gamliel taught in our Mishna, the halakha is in accordance with him, apart from three cases: The halakha of a guarantor (Bava Batra 173b); the halakha he stated with regard to the divorce case in Sidon (Gittin 74a); and the latter of his disputes with the Rabbis with regard to the halakhot of evidence (Sanhedrin 31a). Since Rabbi Yoḥanan issued a statement that the halakha is in accordance with Rabban Shimon ben Gamliel in all but three exceptional cases, why would it be necessary for him to issue a special ruling in the present discussion? The Gemara answers: They are amora'im, and they disagree with regard to the opinion of Rabbi Yoḥanan. Rabbi Abba bar Yaakov maintains that Rabbi Yoḥanan did not issue a general directive, but rather provided a separate ruling for each case.

179 MISHNA: And these are the defects for which the court forces him to divorce her: One afflicted with boils; or one who has a polyp; or one who works as a gatherer, or one who works as a melder of copper, or one who works as a tanner of hides, all of whose work involves handling foul-smelling materials. Whether he had these defects before they got married, or whether they developed after they got married, the court forces them to divorce. And with regard to all of these, Rabbi Meir said: Even though he stipulated with her ahead of time that he suffers from this particular ailment or this is his line of work, she can nevertheless demand a divorce and say: I thought I could accept this issue but now I realize I cannot accept it.

180 And the Rabbis say: If she initially agreed she must accept it against her will, apart from a situation in which her husband is afflicted with boils. In that case the Rabbis concede that he must divorce her, because the disease consumes his flesh when they engage in marital relations. The mishna relates an additional account: An incident occurred in Sidon involving a certain tanner who died childless, and he had a brother who was also a tanner. This brother was required to enter into levirate marriage with the widow. The Sages said: She can say: I could accept living with a tanner for your brother but I cannot accept it for you, and therefore he must perform ḥalitza with her.

181 GEMARA: The Gemara inquires about several unclear terms which appear in the mishna: What is one who has a polyp? Rav Yehuda said that Shmuel said: This is one who has a foul odor of the nose. It was taught in a baraita: A polyp is a foul odor of the mouth. Rav Asi teaches the reverse, that Shmuel is the one who said a polyp is odor of the mouth. And he provided a mnemonic device for his opinion: Shmuel did not close his mouth from our entire chapter, meaning that he studied it and commented on it extensively. This statement was formulated in a way that contains a hint that Shmuel's opinion involves the mouth.

182 The mishna taught, in the list of defects for which the husband is forced to divorce his wife: Or one who works as a gatherer. The Gemara asks: What is the meaning of a gatherer? Rav Yehuda said: This is referring to one who gathers dog excrement for use in tanning. The Gemara raises an objection from a baraita: A gatherer, this is a tanner. The Gemara responds: And according to your reasoning, the mishna itself should present a difficulty for you, as it states: One who works as a gatherer, or one who works as a melder of copper, or one who works as a tanner of hides, which indicates that the mishna holds that the gatherer and the tanner are not the same.

183 The Gemara explains: Granted, the mishna is not difficult, as one can say that here, where the tanner is listed separately from the one who gathers, it is referring to a large-scale tanner, and there, when the baraita states that a gatherer is a tanner, it is speaking of a small-scale tanner. But according to Rav Yehuda it is difficult. The Gemara answers: It is a dispute between tanna'im, as it is taught in a baraita: A gatherer, this is a tanner, and some say: This is one who gathers dog excrement. Rav Yehuda follows this latter opinion.

184 The mishna teaches: And a coppersmith and a tanner. The Gemara poses a question: What is the meaning of a coppersmith? Rav Ashi said: A kettle smith, that is, one who beats copper in order to make kettles; his handling of copper leaves him with a bad odor. Rabba bar bar Ḥanna said: This is one who hews copper from its source in the ground. The Gemara comments: It is taught in a baraita in accordance with the opinion of Rabba bar bar Ḥanna: Who is a coppersmith? This is one who hews copper from its source.

185 § As the mishna discusses situations in which the court forces the husband to divorce his wife, the Gemara mentions a similar case. Rav said: A husband who says: I will not sustain my wife and I will not provide a livelihood for her, must divorce her and give her the payment of her marriage contract. Rabbi Elazar went and recited this halakha before Shmuel. Shmuel said: Feed [akhsuha] barley, animal fodder, to Elazar. In other words, he has spoken nonsense, as rather than forcing him to divorce her, it would be better for them to force him to sustain his wife.

186 The Gemara asks: And how does Rav respond to this argument? He bases his ruling on the principle that a person does not reside in a basket, i.e., in close quarters, with a snake. In other words, a woman cannot share her life with a man who provides for her needs only when compelled to do so by the court. The Gemara relates: When Rabbi Zeira ascended to Eretz Yisrael, he found Rabbi Binyamin bar Yefet sitting and reciting this halakha of Rav's in the name of Rabbi Yoḥanan. He said to him: On account of this matter they fed Elazar with barley in Babylonia.

187 § The Gemara continues to discuss cases in which a husband is compelled to divorce his wife. Rav Yehuda said that Rav Asi said: The court forces men to divorce their wives only if they were married to women unfit to marry them. When I recited this halakha before Shmuel, he said: This applies to cases such as, for example, a widow married to a High Priest, a divorcée or a yevama who underwent ḥalitza [ḥalutza] married to a common priest, a daughter born from an incestuous or adulterous relationship [mamzeret], or a Gibeonite woman married to an Israelite, or a daughter of an Israelite married to a Gibeonite or to a mamzer. In all of these cases the marriage is prohibited by Torah law. But if someone married a woman and stayed with her for ten years and she did not give birth, although he is guilty of neglecting the mitzva to be fruitful and multiply, the court does not force him to divorce her.

188 And Rav Taḥalisa bar Avimi said that Shmuel said: Even in the case of someone who married a woman and stayed with her for ten years and she did not give birth, the court forces him to divorce her, as he is in violation of a positive mitzva. The Gemara poses a question: We learned in the mishna: And these are the defects for which the court forces him to divorce his wife: One afflicted with boils or one who has a polyp. Granted, according to Rav Asi, only cases in which the court compels a divorce by rabbinic law are taught in the mishna, but those that are by Torah law, such as a widow married to a High Priest, are not taught. However, according to Rav Taḥalisa bar Avimi, let

the mishna also teach that if he married a woman and stayed with her for ten years and she did not give birth, the court forces him to divorce her, as this is also a rabbinic enactment.

189 Rav Naḥman said: This is not difficult, as in this case the mishna discusses someone who is forced to divorce his wife by verbal means alone, but in that case it is referring to compelling him by beating him with rods. Although the court does compel a man to divorce his wife if she has not had children, the court does so only by speaking with him. Rabbi Abba strongly objects to this: Can there be a halakha of coercion by verbal means alone? But the verse states: "A servant will not be corrected by words" (Proverbs 29:19). Rather, Rabbi Abba said: Both this and that are referring to coercion by beating him with rods,

190 but there, with regard to the blemishes specified in the mishna, if she says: I want to be with him, we leave her alone with him and do not force a divorce, whereas here, in the case of a woman who has not given birth, even though she says: I want to be with him, we do not leave her alone, as her husband is neglecting the mitzva to be fruitful and multiply. The Gemara raises a difficulty: But there is the case of a husband afflicted with boils, where even though she says: I want to be with him, we do not leave her alone with him. As we learned in the mishna: Apart from a situation where her husband is afflicted with boils, because it consumes his flesh. And yet this halakha is taught in the same mishna as the others, which indicates that our above analysis is incorrect.

191 The Gemara answers: Even so, there is a difference between these cases, as there, with regard to a man with boils, if she says: I am willing to live with him under the supervision of witnesses; that is, I will not seclude myself with him but I will nevertheless remain his wife, we leave her alone. However, here, even though she says: I will live with him under the supervision of witnesses, we do not leave her alone, but rather force him to divorce her.

192 It is taught in a baraita: Rabbi Yosei said: A certain Elder from among the residents of Jerusalem told me that there are twenty-four types of patients afflicted with boils, and with regard to all of them the Sages said that sexual relations are harmful to them, and those afflicted with ra'atan, a severe skin disease characterized by extreme weakness and trembling, are harmed even more than all of the others. The Gemara asks: From where and how does this disease come about? The Gemara answers: As it is taught in a baraita: One who let blood and immediately afterward engaged in sexual relations will have weak [vitaykin] children. If both of them let blood and then engaged in sexual relations, he will have children afflicted with ra'atan. Rav Pappa said in response: We said this only if he did not taste anything between bloodletting and intercourse, but if he tasted something we have no problem with it, as it is not dangerous.

193 The Gemara inquires: What are the symptoms of ra'atan? His eyes water, his nose runs, drool comes out of his mouth, and flies rest upon him. The Gemara further inquires: And what is his cure to remove the insect found in his head, which is associated with this illness? Abaye said: One takes pila and ladanum [lodana], which are types of grasses; and the ground shell of a nut; and shavings of smoothed hides; and artemisia [kelil malka]; and the calyx of a red date palm. And one cooks them together and brings the patient into a marble house, i.e., one that is completely sealed. And if there is no marble house available, the one performing the treatment brings the patient into a house whose walls have the thickness of seven bricks and one small brick.

194 And the one performing the treatment pours three hundred cups of this mixture on the patient's head until his skull is soft, and then he tears open the patient's skull to expose his brain, and brings

four myrtle leaves and lifts up each time one foot of the insect that is found on the patient's brain, and places one leaf under each foot of the insect so as to prevent it from attempting to cling to his brain when it is forcibly removed, and subsequently takes it with tweezers. And he then burns the insect, because if he does not burn it, it will return to him.

195 Rabbi Yoḥanan would announce: Be careful of the flies found on those afflicted with ra'atan, as they are carriers of the disease. Rabbi Zeira would not sit in a spot where the wind blew from the direction of someone afflicted with ra'atan. Rabbi Elazar would not enter the tent of one afflicted with ra'atan, and Rabbi Ami and Rabbi Asi would not eat eggs from an alley in which someone afflicted with ra'atan lived. Conversely, Rabbi Yehoshua ben Levi would attach himself to them and study Torah, saying as justification the verse: "The Torah is a loving hind and a graceful doe" (Proverbs 5:19). If it bestows grace on those who learn it, does it not protect them from illness?

196 When Rabbi Yehoshua ben Levi was on the verge of dying, they said to the Angel of Death: Go and perform his bidding, as he is a righteous man and deserves to die in the manner he sees fit. The Angel of Death went and appeared to him. Rabbi Yehoshua ben Levi said to him: Show me my place in paradise. He said to him: Very well. Rabbi Yehoshua ben Levi said to him: Give me your knife that you use to kill mortals, lest you frighten me on the way. He gave it to him. When he arrived there, in paradise, he lifted Rabbi Yehoshua so he could see his place, and he showed it to him. Rabbi Yehoshua jumped and fell into that other side, thereby escaping into paradise.

197 The Angel of Death grabbed him by the corner of his cloak. Rabbi Yehoshua ben Levi said to him: I swear that I will not come with you. The Holy One, blessed be He, said: If he ever in his life requested dissolution concerning an oath he had taken, he must return to this world with the Angel of Death, as he can have his oath dissolved this time also. If he did not ever request dissolution of an oath, he need not return. Since Rabbi Yehoshua had in fact never requested dissolution of an oath, he was allowed to stay in paradise. The Angel of Death said to him: At least give me my knife back. However, he did not give it to him, as he did not want any more people to die. A Divine Voice emerged and said to him: Give it to him, as it is necessary to kill the created beings; death is the way of the world. Elijah the Prophet announced before him: Make way for the son of Levi, make way for the son of Levi.

198 Rabbi Yehoshua ben Levi went and found in paradise Rabbi Shimon ben Yoḥai sitting on thirteen golden stools [takhtekei]. Rabbi Shimon ben Yoḥai said to him: Are you the son of Levi? He said to him: Yes. Rabbi Shimon said to him: Was a rainbow ever seen in your days? He said: Yes. Rabbi Shimon retorted: If so, you are not the son of Levi, as he is a completely righteous man. During the lifetimes of completely righteous people no rainbows are visible, as they are a sign that the world deserves to be destroyed by a flood; whereas the merit of the righteous protects the world from such things. The Gemara comments: And that is not so, for there was no rainbow seen at all during the lifetime of Rabbi Yehoshua, but he thought: I do not want to take credit for myself by presenting myself as such a righteous person.

199 The Gemara relates a similar incident: Rabbi Ḥanina bar Pappa was a friend of the Angel of Death and would see him frequently. When Rabbi Ḥanina was on the verge of dying, they said to the Angel of Death: Go and perform his bidding. He went before him and appeared to him. He said to the angel: Leave me for thirty days until I have reviewed my studies, for they say: Happy is he who comes here, to paradise, with his learning in his hand. He left him, and after thirty days he again went

and appeared to him. He said to the Angel of Death: Show me my place in paradise. He said to him: Very well. Rabbi Ḥanina said to him: Give me your knife, lest you frighten me on the way. The Angel of Death said to him: Do you wish to do to me as your friend Rabbi Yehoshua ben Levi did, and escape?

200 He said to him: Bring a Torah scroll and see: Is there anything written in it that I have not fulfilled? I am therefore worthy of entering Paradise alive, as did Rabbi Yehoshua ben Levi. He said to him: But did you attach yourself to those afflicted with ra'atan and study Torah, as he did? The Gemara comments: And even so, despite the fact that he was not equal to Rabbi Yehoshua ben Levi, when he passed away a pillar of fire separated him from everyone. And it is learned as a tradition that a pillar of fire separates in this manner only for one in a generation or for two in a generation.

201 Due to the pillar of fire they could not go near Rabbi Ḥanina bar Pappa to attend to his burial. Rabbi Alexandri approached him and said: Make the pillar of fire disappear in honor of the Sages. He did not pay attention to him. He said: Make it go away in honor of your father. Again he did not pay attention to him. Finally he said: Make it go away in your own honor, at which point the pillar disappeared. Abaye said: The purpose of the pillar of fire is to exclude him from the company of those who have not fulfilled even one letter of the Torah. Rav Adda bar Mattana said to him: It comes to exclude him from the Master himself, who does not have a guardrail for his roof. Rav Adda bar Mattana took this opportunity to rebuke Abaye. The Gemara comments: And that is not so as he in fact did have a guardrail, but the wind had just blown it off at that time.

202 Rabbi Ḥanina said: For what reason are there no people afflicted with ra'atan in Babylonia? Because the Babylonians eat beets [teradin] and drink beer made from the hizmei plant. Rabbi Yoḥanan said: For what reason are there no lepers in Babylonia? Because they eat beets, drink beer, and bathe in the waters of the Euphrates, all of which are good for the body.

## Chapter 8

1 MISHNA: With regard to a woman to whom property was bequeathed before she was betrothed, and she was then betrothed, Beit Shammai and Beit Hillel agree that she may sell or give the property as a gift, and the transaction is valid. However, if the property was bequeathed to her after she was betrothed, Beit Shammai say: She may sell it as long as she is betrothed, and Beit Hillel say: She may not sell it. Both these, Beit Shammai, and those, Beit Hillel, agree that if she sold it or gave it away as a gift, the transaction is valid.

2 Rabbi Yehuda said that the Sages said before Rabban Gamliel: Since he acquired the woman herself through betrothal, will he not acquire the property from the moment of their betrothal? Why, then, is her transaction valid? Rabban Gamliel said to them: With regard to the new property that she inherited after marriage, we are ashamed, because it is unclear why she cannot sell it, as it is hers; and you also seek to impose upon us a prohibition with regard to the old property that she owned beforehand?

3 If the property was bequeathed to her after she was married, both these, Beit Shammai, and those, Beit Hillel, agree that if she sold the property or gave it away, the husband may repossess it from the purchasers. If she inherited the property before she was married and then was married, Rabban

Gamliel says: If she sold or gave the property away, the transaction is valid. Rabbi Ḥanina ben Akavya said that the Sages said before Rabban Gamliel: Since he acquired the woman through marriage, will he not acquire the property? Rabban Gamliel said to them: With regard to the new property we are ashamed, and you also seek to impose upon us a prohibition with regard to the old property?

[4] Rabbi Shimon distinguishes between one type of property and another type of property: Property that is known to the husband she may not sell once she is married, and if she sold it or gave it away, the transaction is void. Property that is unknown to the husband she may not sell, but if she sold it or gave it away, the transaction is valid.

[5] GEMARA: The Gemara asks: What is different in the first clause of the mishna, when she inherited property before she was betrothed, such that Beit Shammai and Beit Hillel do not disagree, and what is different in the latter clause, when she inherited property after betrothal, such that they disagree? If the dispute concerns the right to her property after she is betrothed, what difference does it make whether her ownership began before or after the betrothal?

[6] The Gemara answers that the Sages of the school of Rabbi Yannai say: In the first clause, where she inherited the property before her betrothal, the inheritance was bequeathed to her during a period when she had rights to her property, whereas in the latter clause, the inheritance was bequeathed to her during a period when he had rights to her property.

[7] The Gemara raises a difficulty: If, in the latter clause the property was bequeathed to her when he had rights to it, why is the transaction valid when she sold it or gave it away? Rather, in the first clause, where she inherited the property before her betrothal, it certainly was bequeathed to her when she had rights to it and it therefore fully belongs to her. However, in the latter clause, where she inherited it after her betrothal, one can say that perhaps during this time she has rights to it, or say that perhaps during this time he has rights to it. Since the ownership of the property is a matter of uncertainty, Beit Hillel rule that she may not sell ab initio, but if she sold it or gave it away, the transaction is valid.

[8] § The mishna states that Rabbi Yehuda said that the Sages said before Rabban Gamliel: Since he acquired the woman herself through betrothal, will he not acquire the property from the moment of their betrothal? A dilemma was raised before the Sages: When Rabbi Yehuda cited this question of the Sages, was he referring to her selling the property ab initio, which is permitted only according to Beit Shammai, or was he referring to the sale after the fact, which is valid even according to Beit Hillel?

[9] The Gemara replies: Come and hear an answer to this question, as it is taught in a baraita: Rabbi Yehuda said that they said before Rabban Gamliel: Since this one, when she is fully married, is legally his wife, and that one, when she is merely betrothed, is legally his wife, therefore, just as for this married one her sale is void, so too, for this betrothed one her sale should be void. Rabban Gamliel said to them: With regard to the new property, which she inherited after marriage, we are ashamed of this ruling, while you seek to impose upon us the same ruling even with regard to the old property that she owned beforehand? Learn from this that Rabbi Yehuda stated his question with regard to the halakha of a case brought after the fact, as they claim that the sale should be void. The Gemara concludes: Indeed, learn from this that it is so.

[10] It is taught in a baraita: Rabbi Ḥanina ben Akavya said that Rabban Gamliel did not respond to the Sages in that manner. Rather, this is what he replied to them: No, if you said that the sale is void with regard to a married woman, concerning whom the husband has many rights, as her husband is entitled to items she has found and to her earnings and to the right to nullify her vows, will you say the same with regard to a betrothed woman, whose husband is not entitled to items she has found, nor to her earnings, nor to the right of nullification of her vows?

[11] The Sages said to him: My teacher, this reasoning is accepted if she sold it for herself before she was married, but if she was married and afterward sold the property she had earlier inherited, what is the halakha? Rabban Gamliel said to them: Even this one may sell the property and give it away, and her action is valid. They said to him: Since he acquired the woman, will he not acquire the property? He said to them: With regard to the new property she inherited later we are ashamed, and now you impose upon us the old property?

[12] The Gemara raises a difficulty: But didn't we learn in the mishna: If she inherited property before she was married and was later married, Rabban Gamliel says: If she sold it or gave the property away, the transaction is valid. The wording of the baraita, in contrast, indicates that she may sell or give the property away ab initio.

[13] Rav Zevid said: Teach the text of the mishna as follows: She may sell and give away the property, and her transaction is valid. Rav Pappa stated another answer: This is not difficult, as this mishna is consistent with the opinion of Rabbi Yehuda according to the opinion of Rabban Gamliel, but that baraita is consistent with the opinion of Rabbi Ḥanina ben Akavya according to the opinion of Rabban Gamliel. The Gemara poses a question: If so, then apparently Rabbi Ḥanina ben Akavya agrees with Beit Shammai, as Beit Hillel maintain that she may not sell the property ab initio even while she is betrothed; yet it is well known that the halakha is ruled in accordance with the opinion of Beit Hillel. The Gemara answers: This is what Rabbi Ḥanina is saying: Beit Shammai and Beit Hillel did not disagree with regard to this matter of property that a woman inherited before marriage, as they agree she may sell it ab initio.

[14] The Gemara cites the opinions of Rav and Shmuel, who both say: Whether property was bequeathed to her before she was betrothed, or whether property was bequeathed to her after she was betrothed and she was then married, and after her marriage she sold it or gave it away, the husband may repossess the property from the purchasers.

[15] The Gemara asks: According to whose opinion was this stated? It is not in accordance with the opinion of Rabbi Yehuda and not in accordance with the opinion of Rabbi Ḥanina ben Akavya, who both maintain that the sale is valid. The Gemara answers: They, i.e., Rav and Shmuel, say so, in accordance with the opinion of our Rabbis. As it is taught in a baraita: Our Rabbis returned and voted after discussing this issue and decided that whether property was bequeathed to her before she was betrothed, or whether property was bequeathed to her after she was betrothed and she was subsequently married, the husband may repossess it from the purchasers.

[16] § It was taught in the mishna that if she inherited the property after she was married, both these, Beit Shammai, and those, Beit Hillel, agree that the husband may repossess it from the buyers. The Gemara comments: Let us say that we already learned in the mishna about the rabbinic ordinance instituted in Usha. As Rabbi Yosei, son of Rabbi Ḥanina, said: In Usha they instituted an ordinance that in the case of a woman who sold her usufruct property, i.e., property that she alone owns and her

husband benefits only from the dividends, in her husband’s lifetime and then died, the husband repossesses it from the purchasers. This appears to be the same halakha stated by the mishna.

17 The Gemara responds: This is not so, as the mishna is discussing the husband’s claim during her lifetime, and it is referring only to the value of the produce that the husband collects from the purchasers if she sold the land during their marriage, as the produce of usufruct property belongs to him but the land itself remains fully in the possession of the buyer. The ordinance of Usha, in contrast, applies even to the land itself, and even after the death of his wife he may repossess it because he inherits it.

18 § The mishna further taught that Rabbi Shimon distinguishes between property that is known to the husband and property that is unknown to him. The Gemara asks: Which properties are deemed known and which properties are deemed unknown? Rabbi Yosei, son of Rabbi Ḥanina, said: Property that is known is referring to land, which cannot be concealed. The husband knew that she would inherit it, and he married her with the intention of using its produce. Property that is unknown is referring to movable property. And Rabbi Yoḥanan said: Both these, land, and those, movable property, are deemed known property. And these are unknown properties: They are properties in any case where she resides here and property was bequeathed to her overseas. Since the husband did not consider this property when marrying her, the sale is binding after the fact.

19 The Gemara comments: That opinion is also taught in a baraita. The baraita states: These are unknown properties: They are properties in any case where she resides here and property was bequeathed to her overseas.

20 The Gemara relates: There was a certain woman who was about to remarry after she was divorced or widowed, who sought to distance the rights to her property from her future husband. She therefore wrote a document stipulating that her property be given as a gift to her daughter before marriage. Ultimately, the mother was married and then divorced. She wanted her daughter to return the property, and her daughter claimed that it was given to her as a gift.

21 The mother came before Rav Naḥman for judgment. Rav Naḥman tore the document, accepting her claim that she did not intend to transfer ownership of her property. Rav Anan went before Mar Ukva, the Exilarch, and said to him: Let the Master observe Naḥman the farmer, how he tears people’s documents. Rav Anan was upset that Rav Naḥman destroyed a legitimate document. Mar Ukva said to him: Tell me, please, what was the actual incident?

22 Rav Anan said to Mar Ukva: This and that transpired; i.e., he apprised him of all the details. Mar Ukva said to him: Are you saying it was a document of evasion? This is what Rav Ḥanilai bar Idi said that Shmuel said: I am an authority who issues rulings and have issued the following directive: If a document of evasion comes to my hand, I will tear it, as it is clear that it was not intended for the actual transfer of property but merely to distance it from someone else.

23 After seeing Rav Naḥman tear the document, Rava said to Rav Naḥman: What is the reason for your actions? Is it that you assume that it was not a wholehearted gift because a person does not abandon his own interests and give a gift to others? That applies only when it is given to others who are strangers, but to her daughter a mother would give property wholeheartedly. Rav Naḥman replied: Even so, where her interests clash with those of her daughter, her own interests are preferable to her, and therefore she did not intend to waive her rights.

[24] The Gemara raises an objection: With regard to one who seeks to distance her property from her husband, how does she proceed? She writes in a document of agreement that her property should be given to others, who agree not to acquire the property. This document prevents her husband from gaining access to her property. This is the statement of Rabban Shimon ben Gamliel.

[25] And the Rabbis say: This solution is flawed, because if the recipient wishes, he can deceive her and retain the property by virtue of the valid document in his possession. That possibility cannot be avoided until she writes to him in the document that the gift is granted from today and the gift is in effect only while I still wish to give it. In that case, if the one to whom she gave the gift comes to take possession of it, she can say that she no longer wants to give the gift and can thereby invalidate the document.

[26] The Gemara infers: The reason she can ultimately retain her property is due to the fact that she wrote this to him; but if she did not write this to him, the purchaser has acquired it. This indicates that a document of evasion is legally valid.

[27] Rabbi Zeira said: This is not difficult, as this, the ruling that the document of evasion is void, is in a case where the document was written about all of the property, as clearly a person does not give away all his property as a gift and leave himself with nothing. Conversely, that ruling that the document is not canceled is in a case where the document was written about only part of the property, and therefore a clause must be added ensuring that the recipient cannot retain possession of the gift.

[28] The Gemara raises a difficulty: And in the case where the document is invalid because all of the property was included, if the purchaser does not acquire the property, the husband should acquire it. Abaye said: The Sages rendered this property given as a gift like property that is unknown to the husband, and this is in accordance with the opinion of Rabbi Shimon in the mishna that if she sold such property after her marriage, the sale is valid. Therefore, the husband does not have access to the property.

[29] MISHNA: If money was bequeathed to a woman as an inheritance while she was married, land is acquired with it, and the husband consumes the produce of the land while the principal remains hers. If she inherited produce that is detached from the ground, it is considered like money; therefore, land is acquired with it and he consumes the produce of the land.

[30] With regard to produce that is attached to the ground, Rabbi Meir says: One evaluates how much the land is worth with the produce, and how much it is worth without the produce, and the difference between these sums is the surplus value that belongs to the woman. Land is then acquired with the surplus and he consumes the produce. And the Rabbis say: That which is attached to the ground is his, as he is entitled to the produce from her property and he may therefore eat from it. And that which is detached from the ground is hers, like all other money she brings to the marriage, and land is acquired with it and he consumes the produce.

[31] Rabbi Shimon says: In a case where his right is superior upon her entrance to the marriage, his right is inferior upon her exit if he divorces her. Conversely, in a case where his right is inferior upon her entrance, his right is superior upon her exit. How so? With regard to produce that is attached to the ground, if she married while owning such produce, upon her entrance it is his, in accordance with the opinion of the Rabbis, and upon her exit, when he divorces her, it is hers, as it is considered part of her property. But in the case of produce that is detached from the ground, upon her entrance it is

hers, and if such produce is detached before their divorce, upon her exit it is his, as he was already entitled to all the produce of her property.

[32] GEMARA: The Gemara observes that in the cases in the mishna where land is bought with the money, it is obvious that if one spouse proposes acquiring land and the other proposes buying houses, they must buy land, because it is a more secure purchase. If the decision is between houses and palm trees, they should acquire houses. If the decision is between palm trees or other types of trees, they should buy palm trees. If the decision is between regular trees or grapevines, they should purchase trees. The principle is that they acquire that which lasts longer and will not deteriorate over time.

[33] If the wife inherited a forest [abba] of hawthorn [zeradeta] trees, whose produce is inferior, or a fishpond, their status is a matter of dispute: Some say they are considered like produce, and some say they are like the principal, as they do not replenish themselves but eventually wear out. The principle of the matter is as follows: Any tree or plant whose trunk renews itself and grows again after it is cut is considered produce, whereas any tree or plant whose trunk does not renew itself is considered part of the principal.

[34] Rabbi Zeira said that Rabbi Oshaya said that Rabbi Yannai said, and some say Rabbi Abba said that Rabbi Oshaya said that Rabbi Yannai said: One who steals

[35] the offspring of an animal of a woman's usufruct property must pay payment of double the principal to the woman. Apparently this ruling is based on the assumption that the offspring is not treated as the produce of her property but as the principal, which belongs to the woman.

[36] The Gemara asks: In accordance with whose opinion was this halakha stated? It is not in accordance with the opinion of the Rabbis, and not in accordance with that of Ḥananya. The Gemara explains the dispute alluded to here: As it is taught in a baraita: The offspring of a usufruct animal belongs to the husband, whereas the child of a usufruct maidservant belongs to the wife. And Ḥananya, son of Yoshiya's brother, said: They made the status of the child of a usufruct maidservant like that of the offspring of a usufruct animal, which belongs to the husband. Both opinions in the baraita agree that the offspring of a usufruct animal belongs to the husband. Why, then, must the thief pay the double payment to the woman?

[37] The Gemara answers: You can even say that all agree with Rabbi Yannai's ruling, as there is a difference between the general use of property and the double payment. This is because the Sages instituted for the husband to consume the produce, but the Sages did not institute for him to consume the produce of the produce. The double payment does not have the status of the offspring itself but of produce resulting from its theft, which is considered the produce of the produce and therefore is given to the woman.

[38] The Gemara asks: Granted, according to Ḥananya, who equates the halakha of a maidservant's child to that of an animal's offspring, this is because we are not concerned about the death of the mother. Therefore, the mother is the principal while its offspring is considered the produce.

[39] But according to the Rabbis, if they are concerned about the death of the mother, and this is why a maidservant's child belongs to the wife, even the offspring of a usufruct animal should not have the status of produce either. Rather, it should have the status of principal, because if the usufruct animal dies the woman will be left with nothing. Therefore, the offspring should be viewed as a replacement for its mother. And if they are not concerned about the death of the mother, even the child of a

usufruct maidservant should also belong to the husband as the produce of her property. Why, then, do they distinguish between these two cases?

40 The Gemara answers: Actually, the Rabbis are concerned about death, but the halakha of an animal is different, as there is still its hide, which remains after death. Therefore, the principal is not entirely lost even if the animal dies.

41 Rav Huna bar Ḥiyya said that Shmuel said: The halakha is in accordance with the opinion of Ḥananya that the child of a maidservant belongs to the husband. Rava said that Rav Naḥman said: Although Shmuel said that the halakha is in accordance with the opinion of Ḥananya, Ḥananya concedes that if the woman was divorced, she pays money and takes the children of her maidservants, because they are assets of her paternal family, and it is unfitting for the children of her family's slaves to belong to someone else.

42 Rava said that Rav Naḥman said: If she brought in to the marriage for him a goat for its milk, or a sheep for its shearings, or a hen for its eggs, or a palm tree for its produce, the husband continues to consume the produce until the principal is consumed, and there is no concern that the woman will remain with nothing of value. Similarly, Rav Naḥman said: If she brought in for him a cloak as her usufruct property, it is produce, and he may cover himself with it until it is consumed.

43 The Gemara comments: In accordance with whose opinion is this ruling? It is in accordance with this tanna, as it is taught in a baraita: If a wife's usufruct property includes a location on the shore from which salt and sand are extracted, this extract is deemed produce. As for a quarry of sulfur or a mine of alum, Rabbi Meir says: These are deemed principal, as the mine contains a finite amount of substance, and the Rabbis say: Extractions from such locations are produce, while the location of the mine is the principal. Rav Naḥman's ruling that the cloak is deemed produce is in accordance with the opinion of the Rabbis that the extractions are deemed produce.

44 § The mishna stated that Rabbi Shimon says: In a case where his right is superior upon her entrance, his right is inferior upon her exit if he divorces her. Conversely, in the case where his right is inferior upon her entrance, his right is superior upon her exit. The Gemara asks: The statement of Rabbi Shimon is identical to that of the first tanna, i.e., the Rabbis. Why, then, are both necessary? Rava said: The practical difference between them is the status of produce that was attached at the time of her departure from the marriage. The Rabbis, who did not directly address this issue, maintain that it belongs to him, whereas Rabbi Shimon says it belongs to her.

45 MISHNA: If elderly slaves or maidservants were bequeathed to her, they are sold and land is acquired with them, and the husband consumes the produce of the land. Rabban Shimon ben Gamliel says: She need not sell these slaves and maidservants, because they are assets of her paternal family, and it would be shameful to the family if they were sold to others. Likewise, if old olive trees or grapevines were bequeathed to her, they are sold and land is acquired with them, and he consumes the produce. Rabbi Yehuda says: She need not sell them, because they are assets of her paternal family.

46 GEMARA: Rav Kahana said that Rav said: This dispute concerning olive trees and grapevines is referring to a case when they were bequeathed to her in her field, as they are assets of her paternal family, and therefore Rabbi Yehuda rules that she need not sell them. But if she received them in a field that is not hers, everyone agrees that she must sell them because the principal will be consumed.

Since these trees will not yield much produce, they will eventually be uprooted, and transitory property is not included in the category of assets of her paternal family.

[47] Rav Yosef objects to this: But elderly slaves and maidservants are considered like a field that is not hers, as nothing will remain of the principal, and yet Rabban Shimon ben Gamliel and the first tanna disagree over this case. The Gemara retracts: Rather, if the above statement of Rav Kahana was stated, it was stated as follows: Rav Kahana said that Rav said: This dispute with regard to olive trees and vines is referring to when they are located in a field that is not hers, but if they are located in her field, everyone agrees that she need not sell them, because they are assets of her paternal family.

[48] MISHNA: With regard to one who pays expenditures for his wife's property in an effort to improve it, if he paid a large amount in expenditures and ate only a small amount of produce before he divorced her, or if he paid a small amount in expenditures and ate a large quantity of produce, that which he spent he has spent, and that which he ate he has eaten. Therefore, none of it need be returned. However, if he paid expenditures for the property and did not eat any part of it, he takes an oath with regard to how much he paid and then takes his expenditures.

[49] GEMARA: The Gemara asks: And how much is a small amount? Rabbi Asi said: It is even one dried fig, provided he ate it in a dignified manner befitting the owner of the produce and did not eat it by snatching the produce. It was said

[50] by Rabbi Abba that in the school of Rav they say: It is even a cluster of dates stuck together. Rav Beivai asks: If one ate dough made of dates, what is the halakha? Is this considered dignified consumption? The Gemara concludes: The question shall stand unresolved.

[51] The Gemara asks: If he did not eat it in a dignified manner, what is the halakha? How much must he eat to be deemed a proper act of consumption? Ulla said: Two amora'im in the West, i.e., Eretz Yisrael, disagree about this matter. One said: He ate the amount of an issar, and one said: He ate the measure of a dinar.

[52] The judges of Pumbedita say: Rav Yehuda took action in a case of a bundle of branches. A husband took them from his wife's property and fed them to his animals, and Rav Yehuda ruled that this was treated as consumption of her property. The Gemara comments: Rav Yehuda conforms to his line of reasoning. As Rav Yehuda said: If one took possession of a plot of land and consumed some of the produce of its trees that was forbidden due to the prohibition against eating the fruit of a tree during the first three years after its planting [orla] or produce of the seventh year, or a forbidden mixture of diverse kinds, this is considered taking possession of the land, as he was allowed to benefit from the permitted branches.

[53] § Rav Yaakov said that Rav Ḥisda said: With regard to one who outlays expenditures for the property of his wife who is a minor girl and was married off by her mother or brothers, he is considered like one who outlays expenditures for the property of someone else. Therefore, if she performed refusal upon reaching maturity, thereby annulling the marriage, he takes the value of the improvement. What is the reason for this? The Sages enacted this ordinance in order that he should not let her property depreciate. If he is not guaranteed reimbursement for his expenses if she refuses him as her husband, he will not attend to the upkeep of her property, causing its value to decline.

[54] The Gemara relates: There was a certain woman who had four hundred dinars bequeathed to her in Bei Ḥozai, a remote location in Babylonia. The man, her husband, went and took with him six

hundred of his own dinars for travel expenses and brought back with him four hundred. While he was coming back he required one dinar, which he took from the money he had collected. He came before Rabbi Ami for a ruling. Rabbi Ami said to him: That which he spent he has spent, and that which he ate he has eaten. He has benefited from one dinar of her money and spent six hundred of his own, and neither amount can be claimed.

[55] The Rabbis said to Rabbi Ami: This applies only where he consumes the produce of his wife's property, but this one ate from the principal, and it is merely expenditures. He replied: If so, this is a case of one who pays expenditures and did not eat, and the halakha is that in such a case he takes an oath with regard to how much he paid and then takes that amount.

[56] § The mishna states: He takes an oath with regard to how much he spent and takes this sum. Rabbi Asi said: And this applies only if there is enhancement to the property corresponding to his expense. The Gemara asks: With regard to what halakha was this stated? Is this a stringency for the husband that if the value of enhancement is less he may not reclaim all his expenses, or is it a leniency that if the value is greater he need not take an oath? Abaye said: It means that if the value of enhancement was greater than the expense, he takes the expense without an oath.

[57] Rava said to him: If so, he will come to deceive, as he can always say that he spent slightly less than the value of the enhancement and thereby receive this amount without having to take an oath. Rather, Rava said: It means that if the expense was greater than the enhancement, he has rights to reclaim the expense only up to the amount of the enhancement, but no more, and even this amount he can claim only by an oath.

[58] A dilemma was raised before the Sages: With regard to a husband who engaged sharecroppers to work his wife's property in his stead, what is the halakha? Does a sharecropper begin work on the land with the intention to work for the husband, so that if the husband departs the property, e.g., if he divorces his wife, they too depart as sharecroppers and do not receive their share of the profits from the land? Or perhaps a sharecropper begins work with the intention to work the land, and the land, as it stands, stands to be worked by sharecroppers? Since their involvement is directly with the land, it makes no difference who hired them, and they would stay on the land.

[59] Rava bar Rav Ḥanan objects to this line of inquiry: In what way is this case different from that of one who entered the field of another and planted it without permission? In such a situation one evaluates his expenses for him and the value of his enhancement of the field, and he is at a disadvantage. Therefore, he always receives the smaller sum, whether it is equal to his expenses or the enhancement of the property. In this case too, even if the sharecroppers are viewed as unauthorized occupiers of the land, why shouldn't they be treated like one who entered another's field without permission and receive at least the smaller sum?

[60] The Gemara answers: The two cases are not comparable: There, when one enters another's land, there is no one else that will exert himself for it, and therefore it is reasonable that the one who invested in this property should at least be compensated for the lesser value. However, here, there is a husband who exerts himself for the land. Since the sharecroppers act in his stead, they are entitled to remain on the land only as long as he is present.

[61] The Gemara asks: What conclusion was reached about it, i.e., the original question? Rav Huna, son of Rav Yehoshua, said: We examine the matter: If this husband is a sharecropper himself and possesses sufficient knowledge of working the land to perform the task himself, then when the

husband departs from the property they too depart, as they are taking his place. If the husband is not a sharecropper, the land is ready for sharecroppers, as the husband would not have performed the work himself. Since the wife was in need of sharecroppers, they are not considered to have acted on behalf of the husband and do not forfeit their share.

[62] A dilemma was raised before the Sages: With regard to a husband who sold his wife's land for produce, i.e., rights to the produce were sold to one who agrees to work the land in exchange, what is the halakha? Do we say: That which belongs to the husband he has transferred to others, and therefore the sale of the produce is valid, or perhaps the principle is that when the Sages instituted that the produce goes to the husband,

[63] they did so for the gain of the house, as more food is available when he brings produce home, but in order for him to sell it they did not institute their decree? Two opinions were stated with regard to this issue: Yehuda Mar bar Mareimar said in the name of Rava: What he did is done, i.e., takes effect. Rav Pappa said in the name of Rava: He did not do anything.

[64] Rav Pappa said: This statement of Yehuda Mar bar Mareimar was not stated explicitly in Rava's name. Rather, it was stated from an inference based on an incident that occurred in which a certain woman brought in for her husband two maidservants as part of her dowry. The man went and married another woman in addition to the first. He subsequently brought in to the second wife one of the maidservants to attend to her needs.

[65] The first wife came before Rava and cried about the injustice done to her, but Rava took no notice of her, claiming she had no right to complain. He who observed this incident thought that Rava ruled this way because he holds that what he did is done, i.e., takes effect, and a husband may sell his wife's usufruct property and use its produce as he sees fit. But that is not so, as the Sages instituted the ordinance that a husband owns the rights to the produce of his wife's property for the gain of the house, and here the house does gain from his action, as the maidservant also performs work for the house.

[66] The Gemara concludes: And the halakha is that a husband who sold land for produce did not do anything. The Gemara asks: What is the rationale for this ruling? Abaye said: We are concerned that perhaps the land itself will deteriorate over time, as the purchaser has acquired only its produce and has no incentive to take proper care of the land. Rava said: This is because there is no gain of the house here.

[67] The Gemara asks: What is the practical difference between these two explanations? The Gemara explains: The practical difference between them is, e.g., land that is close to the town, as one can check at any time whether the land is being cared for properly. Alternatively, the difference involves a husband who is a sharecropper and works the land himself but sold the rights of the produce to someone else. As a sharecropper, the husband retains part of the produce and will also ensure that the land does not deteriorate. Alternatively, the difference concerns a husband who receives money for the produce and does business with it, which provides gain for the house.

[68] MISHNA: When a married man dies childless, his brother, the yavam, is obligated to perform levirate marriage or release the widow, the yevama, through a ceremony known as ḥalitza. With regard to a widow waiting for her yavam who had property bequeathed to her, Beit Shammai and Beit Hillel agree that she may sell or give this property away, and the transaction is valid.

[69] If this woman died, what should they do with her marriage contract and with the property that comes and goes with her, i.e., her usufruct property? Beit Shammai say: Since she was not yet remarried, the husband's heirs, such as his brothers or father, divide the property with her father's heirs. And Beit Hillel say: The property retains its previous ownership status, and therefore the marriage contract is in the possession of the husband's heirs, as they are responsible for its payment. As for the property that comes and goes with her, it is in the possession of the heirs of the woman's father, as it belongs to the woman.

[70] If his deceased brother left money as part of his estate, land to be used as a lien on her marriage contract is acquired with it, and the yavam consumes the produce. Similarly, if the deceased brother left produce that is detached from the ground, land is acquired with it and the yavam consumes the produce.

[71] If he left behind produce that is attached to the ground, Rabbi Meir says: One evaluates the properties to determine how much they are worth with the produce, and how much they are worth without the produce. And as for the surplus, which is the value of the produce, land is acquired with it and the yavam consumes the produce.

[72] And the Rabbis say: Produce that is attached to the ground is his. Therefore, it is not used in the purchase of land, but the yavam may eat it. As for the produce that is detached from the ground, which is not mortgaged to her marriage contract, whoever takes possession first has acquired it. If the yavam takes possession of the property first, he has acquired it and may use it as he wishes, but if she is first, land is acquired with it and he consumes the produce.

[73] After the yavam has married her, her legal status is that of his wife in every sense, except that the responsibility for payment of her marriage contract is carried out through mortgaging the property of her first husband, not that of the yavam.

[74] Therefore, the yavam may not say to her: Your marriage contract is placed on the table. He may not set aside a designated sum of money for this payment. Rather, all of the first husband's property is mortgaged for her marriage contract as long as he has not divorced her. And similarly, in general a man may not say to his wife: Your marriage contract is placed on the table. Rather, all his property is mortgaged for her marriage contract.

[75] If the yavam divorced her after performing levirate marriage, she has only her marriage contract, as she does not retain any rights to the rest of her first husband's property. If he subsequently remarried her, she is like all women, and she has nothing but her marriage contract. In this case, the property of her first husband is no longer pledged for the payment of her marriage contract.

[76] GEMARA: A dilemma was raised before the Sages: In the case of a widow awaiting her yavam who dies, who buries her? Who is obligated to bear the expenses of her burial? Must the husband's heirs bury her, as they inherit the marriage contract, or perhaps her father's heirs are obligated to bury her, as they inherit the property that comes and goes with her? Rav Amram said: Come and hear a solution. As it is taught in a baraita: In the case of a widow waiting for her yavam who dies,

[77] her heirs, i.e., the heirs of her marriage contract, are obligated in her burial. This indicates that her husband's heirs, who inherit her marriage contract, must attend to her burial. Abaye said: We too learn in a mishna (95b): A widow is sustained from the property of the orphans, and her earnings are theirs, and they are not obligated in her burial. Instead, her heirs, the heirs of her marriage contract,

are obligated in her burial. And who is the widow who has two sets of heirs, necessitating the ruling that only the heirs of her marriage contract are obligated in her burial? You must say that this is a widow waiting for her yavam, as the yavam inherits her marriage contract.

[78] Rava said: But let the yavam say: I inherit my brother, and I am therefore entitled to this marriage contract as my brother's heir, while his wife I am not obligated to bury, as I have no connection to her. Abaye said to him: This claim is not valid because they come upon him from two sides, by force of two complementary claims: If he inherits his brother he should inherit his duties as well as his rights, and he should bury his wife. If he does not bury his wife, as he does not wish to take his brother's place, he should give her marriage contract to her.

[79] Rava said to him: I say as follows: The yavam claims that I inherit my brother, and his wife I will not bury, as this is not my responsibility. And if the brother should be responsible due to her marriage contract, a marriage contract cannot be collected during the husband's lifetime but only after his death. The yavam is the first husband's replacement, as he is prepared to perform levirate marriage with the woman, and therefore she is not entitled to her marriage contract, which means he is also not obligated to bury her. This assumption that a marriage contract may not be claimed during the husband's lifetime is derived from a close reading of the wording of the marriage contract, which states: When you may marry another you may claim this marriage contract, which indicates that if the woman is unable to marry another man because her husband is still alive she is not entitled to her marriage contract.

[80] The Gemara asks: Who did you hear who is of the opinion that one expounds the marriage contract and infers halakhot from its exact language, like expositions from the Torah? It is the opinion of Beit Shammai, and yet we have heard that Beit Shammai say a document that is ready to be collected is considered collected. Here too, it should be considered as though she had already claimed her marriage contract, and he cannot claim to be acting as his brother's heir.

[81] The proof of this is as we learned in a mishna (Sota 24a): If the husbands of women suspected of being unfaithful died before their wives drank from the bitter waters in accordance with the halakha of a sota, and it was never established whether they had engaged in relations with another man, Beit Shammai say: They take the marriage contract and do not drink, and Beit Hillel say: Either they drink or they do not take the marriage contract.

[82] The Gemara digresses to express puzzlement at the wording of this mishna: Either they drink? How can they drink the bitter waters? The Merciful One states: "Then shall the man bring his wife to the priest" (Numbers 5:15), and there is no way to fulfill that verse after the husband has died. Rather, Beit Hillel's ruling should be understood as follows: Since they do not drink, as they have no husband who can compel them to drink the waters, they do not take the marriage contract, in case they were in fact unfaithful.

[83] That mishna stated that Beit Shammai say: They take the marriage contract and do not drink. But why do they collect the marriage contract? It is a case of uncertainty: Perhaps she committed adultery; perhaps she did not commit adultery. If she was unfaithful she is not entitled to the marriage contract, and yet, although her position cannot be verified, Beit Shammai maintain that her uncertain claim comes and supersedes the certain claim of the heirs, as they are certainly the rightful heirs of their father.

[84] It must therefore be concluded that Beit Shammai maintain: A document that is ready to be collected is considered collected. Consequently, the sum of the marriage contract is already considered in the woman's possession, which means that when the heirs do not wish to pay the sum of the marriage contract they are actually trying to claim money due to an uncertainty.

[85] The Gemara questions the earlier statement that the marriage contract may not be collected during the husband's lifetime due to the exposition of the language of the document: But even if the language of a marriage contract is not expounded, the simple meaning of its words indicates that she may not claim it during the lifetime of the yavam, as we require the fulfillment of the clause: When you may marry another you may take that which is written to you, and this is not the case here, as the yevama may not marry anyone else before she takes part in ḥalitza. How, then, can the two claims come upon him, as Abaye suggested?

[86] Rav Ashi said: The yavam is also considered like another man, and it is as though she were about to marry another. Therefore, she is entitled to the marriage contract.

[87] The above discussion took place when Abaye and Rava were learning this halakha together. Sometime later, Rava sent Abaye the following related difficulty by way of Rav Shemaya bar Zeira: And can the marriage contract of a yevama be collected during his lifetime?

[88] But isn't it taught in a baraita: Rabbi Abba says: I asked Sumakhos: With regard to a yavam who wants to sell his brother's property but is unable to do so because all his brother's possessions are mortgaged to the yevama, how can he proceed? He replied: If he is a priest, who is prohibited from remarrying his divorced wife, he should prepare a feast for his wife after yibbum has been performed, and during the feast he should persuade her to allow him to sell the late brother's property. If he is a regular Israelite, who may remarry his divorced wife, he can divorce her with a bill of divorce, at which point he is obligated to pay her only the sum of her marriage contract, and the rest of the property is then no longer mortgaged for it. While they are divorced he may sell the property and subsequently remarry her.

[89] And if it enters our mind that a marriage contract can be collected during his lifetime, why is all this necessary? Let him set aside for her part of the property that corresponds to the amount of the marriage contract, and the rest let him sell. Abaye replied: And according to your reasoning, rather than asking this question based on a baraita, let him raise this difficulty from the mishna, which teaches that he may not say to her: Your marriage contract is placed on the table for you. Rather, all his property is mortgaged for her marriage contract. Why can't he designate property equivalent to the sum of her marriage contract and sell the rest?

[90] The Gemara answers: The tanna in the mishna there teaches us good advice, i.e., that one should not do so ab initio, so as to ensure that the amount set aside for her marriage contract is not lost, which would necessitate writing a new marriage contract. However, it should not be inferred from the mishna that it is prohibited to do so. As, if you do not say so, that it is merely good advice, consider the latter clause of the mishna, which teaches: And similarly, a man may not say to his wife: Your marriage contract is placed on the table. Rather, all his property is mortgaged for her marriage contract. If he wants to sell, here too, may he not sell? Rather, in that case the tanna teaches us good advice, and therefore here too, with regard to a yevama, he teaches us good advice.

[91] The Gemara asks: But if so, the question is raised once again, as the statement of Rabbi Abba said in the name of Sumakhos is difficult. Why is it necessary for the husband to divorce his wife when he

can set aside the sum of her marriage contract? The Gemara answers: That teaching of Rabbi Abba is also not difficult, as the reason one may not do so is not that he cannot designate a sum as her marriage contract but due to enmity. If he were to set aside a certain portion for her marriage contract, she would perceive this as a sign that he desires to be rid of her. If he divorces and remarries her, she would realize it is only a ploy to allow him to sell the property and does not indicate his desire to divorce her.

92 The Gemara relates: A certain man had a yevama who happened before him for levirate marriage in the city of Pumbedita. His brother wanted to disqualify her from him by means of a bill of divorce, as the halakha is that if one of the potential yevamin gives the yevama a bill of divorce she may no longer enter into levirate marriage with the others.

93 The brother who wished to perform levirate marriage said to him: What is your opinion? Why are you doing this? Is it due to the property, as you are jealous that his property will belong to me, in accordance with the halakha that the brother who performs levirate marriage inherits the late brother's property, whereas if the yevama receives ḥalitza or a bill of divorce all the brothers share the inheritance equally? I will divide the property with you. Upon hearing this, the brother consented to him performing levirate marriage. However, when he married the woman, the husband refused to give his brother anything, and the case came before the court.

94 Rav Yosef said: Since the Sages have said that one may not sell the property of a widow waiting for her yavam before marrying her, although he sold it, his sale is not a valid sale. So too, his promise to give half the property to his brother, which is equivalent to a sale in this case, is of no consequence. As it is taught in a baraita: With regard to one who died and left a widow waiting for her yavam and also left behind property worth the value of one hundred maneh, equivalent to ten thousand dinars, although her marriage contract is worth only one maneh, or one hundred dinars, the yavam may not sell any part of his possessions, as all of his property is mortgaged for her marriage contract. The Sages prohibited him from selling it. Therefore, if he did so the transaction is void.

95 Abaye said to Rav Yosef: And anywhere that the Sages said that one may not sell, is it the halakha that although he sold, his sale is no sale? But didn't we learn in the mishna (78a) with regard to a betrothed woman selling property: Beit Shammai say: She may sell, and Beit Hillel say: She may not sell; both these, Beit Shammai, and those, Beit Hillel, agree that if she sold it or gave it away, the transaction is valid? Evidently, even Beit Hillel agree that despite the violation of the Sages' injunction, the sale is valid. Abaye therefore rejects Rav Yosef's ruling. They sent this problem before Rabbi Ḥanina bar Pappi, who sent back the following reply: The halakha is in accordance with the opinion of Rav Yosef.

96 Abaye said in response: Is that to say that Rabbi Ḥanina bar Pappi has hung jewelry upon it, i.e., this ruling? His blunt declaration that the halakha is in accordance with Rav Yosef's opinion without a logical explanation adds nothing to the discussion, and his decision should be rejected. They sent this inquiry before Rav Minyumi, son of Rav Naḥumi, who sent back the following written reply: The halakha is in accordance with the opinion of Abaye, but if Rav Yosef states a different reason for it, send his reasoning to me and I will reconsider the matter.

97 Rav Yosef went, examined the mishnayot carefully, and found the following source for his opinion. As it is taught in a baraita: If one claimed money from his brother that he had previously lent him, and then the lender died and left behind a widow waiting for her yavam, then the yavam who

borrowed money may not say: Since I inherit my brother’s property by means of the yevama, I may also take possession of the debt, and I do not have to restore it to the other brothers. Rather, one appropriates the sum of the debt from the yavam, and he purchases land with it for the woman’s marriage contract, and he eats the produce. This serves as proof for Rav Yosef’s opinion that a yavam may not sell his brother’s property or take possession of a debt he owed his brother.

[98] Abaye said to him: Perhaps they did for him that which is good for him. In other words, the baraita that states that one should purchase land and eat the produce is merely good advice to prevent the money from being lost. Rav Yosef said to him: The tanna teaches: One appropriates, i.e., against his will, and you say that they did for him that which is good for him? The language indicates that this is an obligation, not a matter of advice.

[99] They once again sent this question before Rav Minyumi, son of Rav Naḥumi. He said to them: So said Rav Yosef bar Minyumi that Rav Naḥman said: This baraita is not a mishna and therefore is not authoritative. Consequently, no proof may be adduced from it.

[100] The Gemara inquires: What is the reason that this baraita is rejected? If we say it is because the money he owes is considered movable property, as it is not present, and movable property is not mortgaged to a marriage contract, as only land can be mortgaged for this purpose, such an argument does not negate the baraita. Perhaps it is in accordance with the opinion of Rabbi Meir, who said that movable property is mortgaged to a marriage contract.

[101] Rather, the reason for doubting the reliability of the baraita is because he says to her: You are not my litigant. There is no legal dispute between the man and the yevama. He claims that she is not a party to this suit, as he owes money to his late brother. Therefore, she cannot claim the money from him by arguing that it is mortgaged for her marriage contract.

[102] However, this still does not prove conclusively that the baraita is corrupt, as perhaps it is the opinion of Rabbi Natan. As it is taught in a baraita that Rabbi Natan says: From where is it derived that in the case of one who claims one hundred dinars of another, and the other claims money of another, that one appropriates the money from this one, the last borrower, and gives it to this one, the first lender, without each party claiming the money from the one with whom he did business? The verse states: “And he shall give it to him in respect of whom he has been guilty” (Numbers 5:7). The words “whom he has been guilty” are expounded to mean that the borrower pays the one who is owed by his creditor, since the borrower is a party to this case despite the fact that he never incurred direct liability to him. It is possible to explain the baraita cited by Rav Yosef based on this reasoning as well.

[103] Rather, a different justification exists for rejecting the baraita: We have not found a tanna who is stringent with these two stringencies with regard to a marriage contract. Rather, one rules either in accordance with the opinion of Rabbi Meir that movable property is mortgaged for a marriage contract, or in accordance with the opinion of Rabbi Natan. No one accepts both of these stringencies, and yet this baraita can be explained only by a combination of the two opinions. It must therefore be rejected as non-authoritative.

[104] Rava said: If so, that is the meaning of that which I heard from Abaye, who said: This is not a mishna, and I did not know what it is. Rava initially did not understand why the teaching should be dismissed, but he subsequently realized what Abaye was saying.

[105] The Gemara relates a similar incident: There was a certain man who had a yevama happen before him for levirate marriage in the town of Mata Meḥasya, and his brother wanted to disqualify her from him by means of a bill of divorce. The man said to his brother: What is your opinion? Why are you doing this? If you are doing this due to the property of the dead brother, I will divide the property with you. The brother said to him: I am scared that you will do to me like the swindler from Pumbedita did, in the above story, when the man from Pumbedita promised he would share the inheritance and later retracted. The man said to him: If you wish, divide it for yourself from now. I am prepared for you to take the property already, although the acquisition will take effect only after I marry the yevama.

[106] Mar bar Rav Ashi said that although when Rav Dimi came from Eretz Yisrael he said that Rabbi Yoḥanan said: In the case of one who says to another: Go and pull this cow and it will be acquired for you only after thirty days, after thirty days he has acquired it through the act of pulling, and this is the halakha even if at the end of the thirty days the cow was standing in a meadow, i.e., a distant place that does not belong to the one acquiring the cow. This indicates that the present act of pulling is effective for later. Despite this halakha, Mar bar Rav Ashi claims that a difference exists between that case and the one currently under discussion.

[107] Mar bar Rav Ashi elaborates: There, with regard to the cow, it is in the seller’s power to transfer ownership at the present time, when the instruction to pull the cow is given, and therefore he can delay the acquisition. Here, however, it is not in his power to divide up the property, as he has yet to perform levirate marriage and the brother’s property does not belong to him. Consequently, he cannot transfer its ownership at the present time.

[108] The Gemara asks: But when Ravin came from Eretz Yisrael he said that Rabbi Yoḥanan said: If one is instructed to pull a cow, but the acquisition will take effect only after thirty days, he has not acquired it. This contradicts Rabbi Yoḥanan’s own ruling. The Gemara answers: This is not difficult, as this case, when one acquires it, is referring to a situation when he says to him: Acquire it from now, so that once thirty days have passed it should belong to him retroactively, but that case, when one does not acquire it, is when he did not say to him: Acquire it from now. If the acquisition does not take effect now, it cannot take effect later.

[109] They inquired of Ulla: If the yavam performed levirate marriage with the woman and afterward divided the property he promised to share with his brother, what is the halakha? He replied: He has done nothing. They further asked: If he divided the property and afterward performed levirate marriage, what is the halakha? He once again responded: He has done nothing.

[110] Rav Sheshet objects to this version of the discussion: Now if, when he performed levirate marriage and afterward divided the property when it was in his possession, Ulla answered that he has done nothing, then in a case where he divided it and afterward performed levirate marriage, is it necessary to inquire as to the halakha? It is obvious that such an action is of no consequence. The Gemara answers: Ulla was not asked these two questions on the same occasion. Rather, there were two incidents in which people raised these issues before Ulla, and he answered each inquiry separately.

[111] When Ravin came from Eretz Yisrael he said that Reish Lakish said: Whether he performed levirate marriage and afterward divided the property, or whether he divided the property and

afterward performed levirate marriage, he has done nothing. The Gemara concludes: And the practical halakha is that he has done nothing.

[112] § The mishna states: And the Rabbis say: Produce that is attached to the ground is his. The Gemara asks: Why is this so? Doesn't all of his property serve as a guarantee and security for her marriage contract? Reish Lakish said: Emend the text and teach: Produce that is attached to the ground is hers.

[113] The mishna further stated that if he married her, she is like his regular wife. The Gemara asks: With regard to what halakha was this stated? Rabbi Yosei, son of Rabbi Ḥanina, said: The mishna means to say that he divorces her with a bill of divorce and that he may remarry her afterward without violating a prohibition. The Gemara asks: The halakha that he divorces her with a bill of divorce is obvious; how else can he divorce her?

[114] The Gemara explains: It is necessary to state this lest you say that since the Merciful One states in the Torah: "And he will take her to him to be his wife and consummate the levirate marriage" (Deuteronomy 25:5), and here the status of the first levirate marriage is still upon her, this would mean that it should not suffice for her to leave by a bill of divorce, but rather she can leave him only by performing ḥalitza as well. The tanna therefore teaches us that ḥalitza is not required, as once he has married her she is like any other woman, who can be divorced by a bill of divorce alone.

[115] The Gemara asks with regard to the second part of the interpretation of Rabbi Yosei, son of Rabbi Ḥanina, that he may remarry her: It is obvious that he may remarry her if the couple chooses to do so.

[116] The Gemara explains: It is necessary lest you say that he has performed the mitzva the Merciful One placed upon him by means of levirate marriage, and now that he has divorced her she should once again stand in relation to him with the prohibition proscribing a brother's wife, which was her status before the mitzva of levirate marriage came into effect. The tanna therefore teaches us that since he performed levirate marriage with her, the prohibition proscribing a brother's wife no longer applies at all.

[117] The Gemara asks: And say that indeed, the prohibition proscribing a brother's wife should be in force once again. The Gemara explains: The verse states: "And he will take her to him to be his wife" (Deuteronomy 25:5), which indicates that once he has taken her, she has become like his regular wife in all respects.

[118] § The mishna taught: She has the status of his wife in all respects after levirate marriage, except that the responsibility for her marriage contract is upon the property of her first husband. The Gemara inquires: What is the reason for this? It is that from Heaven they acquired a wife for him. Since he did not choose her but married her by force of a Torah commandment, he is not obligated to set aside for her a marriage contract of his own. Rather, he relies upon his brother's marriage contract.

[119] The Gemara adds: And if she does not have anything from the first husband, e.g., if he owned no property, she nevertheless has a marriage contract from the second one, for the same reason that any wife is entitled to a marriage contract in the first place: So that she will not be demeaned in his eyes such that he will easily divorce her.

[120] The mishna further stated that the yavam may not say to her: Here is your marriage contract, and similarly, a man may not make such a statement to his wife. Rather, all of his property is mortgaged

for her marriage contract. The Gemara asks: What is the relevance of the phrase: And similarly, here? The halakha in both cases appears to be identical.

[121] The Gemara explains: It is necessary lest you say that this is the halakha only there, with regard to a yevama, where the yavam did not write a marriage contract for her and therefore never wrote: All property that I have bought and that I will buy is mortgaged to the marriage contract. But here, with regard to a regular wife, where he did write a marriage contract for her that included the clause: That I have bought and that I will buy, say that she relies upon that which he has set aside, and therefore there is no need for a full lien on all his property. The tanna therefore teaches us that this is not the case.

[122] § The mishna states that if he divorced her she has only her marriage contract. There is no lien upon the property, and he may therefore sell it. The Gemara infers: If he divorced her, yes, that is the case, but if he did not divorce her, no, it is not. The tanna here teaches us indirectly that the halakha is in accordance with Rabbi Abba, who claims that the only way he can gain full control of all the property is by divorcing her.

[123] It was further taught in the mishna that if he remarried her, she is like all women, and she has nothing other than her marriage contract. The Gemara asks: What is the tanna teaching us by mentioning the possibility that he remarried her? We already learned this: With regard to one who divorces a woman and remarries her, he remarries her on the basis of her first marriage contract, and he need not write her a new one. Why is it necessary to emphasize this halakha in the case of a yevama?

[124] The Gemara answers: It is necessary lest you say that it is the halakha in the case of a wife, since he writes for her a marriage contract from him, and therefore when he remarries her he does so on the basis of the first marriage contract. But as for his yevama, where he did not write for her the marriage contract but it was written by his brother, in a case where he divorced her and remarried her, say that her marriage contract should be from him and he should write a new one using his own property. Therefore, the tanna teaches us that this is not required.

[125] § The Gemara discusses the background for the rule that the husband’s property is mortgaged for the marriage contract. Rav Yehuda said: At first they would write for a virgin two hundred dinars and for a widow one hundred dinars. They would then demand that this amount be available in cash, and then the men would grow old and would not marry women, as they did not all possess such large sums of money, until Shimon ben Shataḥ came and instituted an ordinance that a man need not place the money aside in practice. Rather, all of his property is guaranteed for her marriage contract.

[126] The Gemara comments: That opinion is also taught in a baraita: At first they would write for a virgin two hundred and for a widow one hundred dinars, and they would grow old and would not marry women, since the women were concerned that their marriage contract money would be wasted or lost, and they had no guarantee that it would be collected. The Sages therefore instituted an ordinance that they should place it, the sum of the marriage contract, in her father’s house, thereby ensuring its safekeeping. And still problems arose, as when he was angry at his wife, he would say to her: Go to your marriage contract, as it was too easy for them to divorce.

[127] Therefore, the Sages instituted an ordinance that they would place it in her father-in-law’s house, i.e., in her husband’s house. And wealthy women would craft their marriage contract money into

baskets of silver and of gold, while poor ones would craft it into a large vessel for the collection of urine, as their marriage contract was large enough only for a small vessel.

128 And still, when he was angry at her he would say to her: Take your marriage contract and leave, until Shimon ben Shataḥ came and instituted an ordinance that he does not actually give her the money for her marriage contract. Rather, he should write to her: All my property is guaranteed for her marriage contract, and it is not localized to a particular place or object. Consequently, he would need to sell some of his property if he wished to divorce her, and would therefore think carefully before undertaking such a drastic course of action.

## Chapter 9

1 MISHNA: One who writes for his wife in a document the declaration: I have no legal dealings or involvement with your property, thereby relinquishing his rights to her possessions, may nevertheless consume the produce of her property in her lifetime. And if she dies before him, he inherits from her. If this is so, if he still retains his rights, why would he write for her: I have no legal dealings or involvement with your property? The result of this declaration is that if she sold or gave away her property, the transaction is binding, and he cannot claim it.

2 If he writes for her: I have no legal dealings or involvement with your property or with its produce, he may not consume the produce of her property during her lifetime, but if she dies he still retains the right to inherit from her. Rabbi Yehuda says: He always consumes the produce of the produce. Although he has waived his rights to consume the produce itself, it becomes her usufruct property, whose yield belongs to him. He remains entitled to the produce of the produce until he writes for her: I have no legal dealings or involvement with your property, or with its produce, or with the produce of its produce forever.

3 If he writes for her: I have no legal dealings or involvement with your property or with its produce, or with the produce of its produce, in your lifetime and after your death, he may not consume the produce of her property in her lifetime. And if she dies, he does not inherit from her. Rabban Shimon ben Gamliel says: If she dies, he does inherit from her, because he stipulates counter to that which is written in the Torah. According to Rabban Shimon ben Gamliel, a husband inherits from his wife by Torah law, and whoever stipulates counter to that which is written in the Torah, his stipulation is void.

4 GEMARA: Rabbi Ḥiyya taught in a baraita: One who says to his wife; he did not teach: One who writes for his wife, as the mishna stated. This indicates that this condition can be stated verbally and does not need to be written in a contract.

5 The Gemara asks about the ruling of the mishna: And if he wrote this to her, what of it? How does such a stipulation, written or otherwise, take effect? But isn’t it taught in a baraita: One who says, whether verbally or by written communication, to another person with whom he shares property: I have no legal dealings or involvement with this field, or I have no dealings with it, or my hands are removed from it, has not said anything? This is because statements that waive rights without transferring them to another have no legal standing.

[6] The Sages from the school of Rabbi Yannai say: The mishna is referring to one who writes such a statement for her while she is still betrothed. Since the property was not yet in the husband's possession when he wrote this condition, he was able to forgo any rights that he would later receive. This is in accordance with the opinion of Rav Kahana, as Rav Kahana said: Concerning an inheritance that comes to a person from another place, i.e., he did not inherit it directly but rather through his wife or by means of a gift, the person can stipulate with regard to it that he will not inherit it. In this case, his statement is effective, although one cannot waive a right one already has. And this ruling is in accordance with the opinion of Rava, as Rava said: With regard to one who says: I do not want to avail myself of an ordinance of the Sages that was instituted for my benefit, such as this one, one listens to him.

[7] The Gemara asks: What is meant by: Such as this one? The Gemara explains: Rava is referring to that statement of Rav Huna, who said that Rav said a certain ruling. As Rav Huna said that Rav said that a woman is able say to her husband: I will not be sustained by you and, in turn, I will not work, i.e., you will not keep my earnings. The Sages instituted that a husband must provide sustenance for his wife, and in exchange is entitled to her wages. Since this was instituted for the benefit of the wife, she is able to opt out of this arrangement. Similarly, the husband may opt out of the arrangement granting him the right to the produce of his wife's land.

[8] The Gemara asks: If that is so, and Rava's opinion that one can waive a right instituted by the Sages for his own benefit is accepted, then even if he relinquished his rights to his wife's property once she was already married, his stipulation should also be valid. Why, then, was it necessary for Rabbi Yannai to explain that the stipulation in the mishna was made only in the case of a betrothed woman?

[9] Abaye said: In the case of a married woman, his hand, i.e., his right to the property, is like her hand. Since the husband is considered a partner in her property, he cannot forfeit his ownership by declaration. Rava said: If they are married, his hand is preferable to her hand, i.e., he has more rights to her property than she does. The Gemara comments: The practical difference between the opinions of Rava and Abaye concerns the case of a widow awaiting her brother-in-law [yavam] to perform levirate marriage. If the husband's rights are greater than the wife's, then the rights of the yavam can be judged to be at least equal to that of the wife. If the husband and wife have equal rights in her property, then the rights of the yavam are inferior to the wife's.

[10] A dilemma was raised before the Sages: What is the halakha if one not only wrote a declaration relinquishing his rights to his partner's property, but they also performed an act of acquisition transferring the rights from him? Rav Yosef said: They acquired from him only his promise of: I have no legal dealings or involvement with your property. Therefore, the transaction is no more effective than the promise itself. Rav Naḥman said: The transaction is effective and they acquired the land itself from him. Abaye said: The statement of Rav Yosef is reasonable

[11] in the case of one who immediately objects when the other comes to claim the portion he was promised, saying that he wrote what he did only in order to avoid a quarrel. However, in the case of one who waits while the other takes possession of the land before regretting his decision and requesting its return, the halakha is that one acquired from him the land itself, as he cannot retract his statement at this late stage.

[12] Ameimar said: The halakha is that one acquired from him the land itself. Rav Ashi said to Ameimar: Do you mean to teach this halakha with regard to one who immediately objects or with regard to one who waits? The Gemara comments: With regard to what opinion is there a practical difference? There is a difference according to Abaye's explanation of the opinion of Rav Yosef. However, according to Rav Naḥman, in either case the other retains possession of the land. Ameimar said to him: I did not hear about Abaye's explanation of the opinion of Rav Yosef. That is to say, I do not hold in accordance with it. I do not distinguish between these two cases.

[13] § The mishna taught that if a husband says: I have no claim to your property, then he has not relinquished his right to benefit from the produce of the property or to inherit from his wife. The mishna asks: If this is so, and he still retains his rights, why would he write for her: I have no legal dealings or involvement with your property, and explains that his statement grants her permission to sell the property if she so wishes? The Gemara asks: And why does the wife not say to him: You removed yourself from everything? He wrote a general statement, which could be understood as a renouncement of all of his rights. Abaye said: There is a principle that the owner of the document is at a disadvantage. A document is always interpreted as narrowly as possible, to impose only the most limited obligations. Therefore, in this case, the husband is assumed to have relinquished only some of his rights.

[14] The Gemara asks: And if this is so, why not say that the husband has merely withdrawn his rights from the produce? A gift or sale of the entire land is a significant matter, certainly in relation to the minor value of its produce. Why, then, is his statement not understood as a renunciation of his rights to the produce? Abaye said: There is a proverb that a cucumber in one's possession is better than a gourd one will have only later. There is an assumption that the husband's current access to the produce is more important to him than the future ability to sell the field.

[15] The Gemara continues to inquire: And why not say that the husband has withdrawn his rights from the inheritance? This is the least important right of the husband, as he might die before her. Abaye said: Death is common, whereas a sale is not common, as one does not usually sell one's ancestors' inheritance. And when a person removes himself, it is assumed that he does so from an uncommon matter. However, a person does not remove himself from something that is common. Rav Ashi said a different reason: The wording of the document is: I have no claim to your property, indicating: But I am not relinquishing my claim to its produce. Similarly, the statement: To your property, means during your lifetime, indicating: But I am not relinquishing my claim to it after your death.

[16] § The mishna taught that if a husband wrote: To your property and to its produce, he may not eat the produce. However, Rabbi Yehuda says: He always consumes the produce of the produce. The Sages taught with regard to the statement of Rabbi Yehuda: Which is considered the produce, and which is considered the produce of the produce? If she brought into the marriage for her husband land that produced produce, this is produce. If he sold the produce and purchased land from their sale, and this land produced produce, this is the produce of the produce.

[17] A dilemma was raised before the Sages: According to Rabbi Yehuda, who maintains that the husband renounces his rights to his wife's property by writing: To their produce and the produce of the produce forever, is it specifically the phrase produce of the produce that makes his statement effective, and it is sufficient if he writes only this phrase? Or, perhaps he must specifically write

forever, and that alone is sufficient. Or perhaps it is effective only if he specifically writes both of the statements.

[18] The Gemara elaborates: If you say that it is specifically the phrase produce of the produce that makes the statement of the husband effective, why do I need the mishna to include the word forever? The Gemara suggests: This word teaches us that since he wrote to her: Produce of the produce, it is considered as though he wrote to her the term forever, but it does not matter if in practice he omitted this word.

[19] Conversely, the Gemara asks: And if you say that he must specifically write the word forever, why do I need the mishna to include the phrase: Produce of the produce? The Gemara suggests: This phrase teaches us that although he wrote to her: Produce of the produce, if he also wrote to her the word forever, then yes, he has renounced his rights. However, if he did not write this, then he has not withdrawn his rights from her property, and he may consume the produce of the produce of the produce.

[20] And if you say that it is effective only if he specifically writes both of the statements, why do I need two expressions? The Gemara answers: It is necessary to include both phrases, for if he had written for her only: Produce of the produce, and not written for her: Forever, I would say that it is the produce of the produce that he may not consume, but the produce of the produce of the produce he may consume. For this reason, it was necessary to also write forever. And if he had written for her only: Forever, and had not written for her: Produce of the produce, I would say that forever is referring to the produce, i.e., the husband permanently relinquishes his claim to the produce itself, but he retains his right to the produce of the produce. For this reason, it was also necessary to specify produce of the produce.

[21] A dilemma was raised before the Sages: If the husband wrote to his wife: I have no claim to your property or to the produce of your produce, what is the halakha with regard to the possibility that he may consume the produce itself? Has he removed himself from the produce of the produce, but from the produce itself, which he failed to mention, he has not removed himself? Or perhaps he has removed himself from all matters, as the produce of the produce includes the produce itself?

[22] The Gemara answers: It is obvious that he has removed himself from all matters, for if you say that he has removed himself only from the produce of the produce, while from the produce itself he has not removed himself, since he consumes the produce, from where will there be produce of the produce?

[23] The Gemara answers: But according to your reasoning, the same question could be asked about the case discussed in the mishna, as we learned in the mishna: Rabbi Yehuda says: He always consumes the produce of the produce, until he writes for her: Or to their produce, or to the produce of their produce forever. This indicates that if he did not write: To their produce, he would be allowed to consume the produce, just not the produce of the produce. Here too, it could be asked: Since he consumes the produce, from where will he have produce of the produce? Rather, it must be that this is referring to one who left over some of the produce, which he used to purchase land, of whose produce he consumes. If so, here too, this is a case of one who left over some of the produce, from which he acquired land, and it is the produce of this land to which he has no rights. The dilemma is left unresolved.

[24] § The mishna taught: Rabban Shimon ben Gamliel says: Even if he wrote: I have no claim to your property, or to its produce, or to the produce of its produce, in your lifetime and after your death, he nevertheless inherits from her. This is because his condition is void, as it runs counter to what is written in the Torah. Rav said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel that a husband inherits from his wife, but not because of his line of reasoning.

[25] The Gemara asks: What is the meaning of this statement: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel, but not because of his line of reasoning? What does Rav mean? If we say that Rav agrees that the halakha is in accordance with the opinion of Rabban Shimon ben Gamliel, who said that if she dies he inherits from her, but Rav maintains this opinion not because of Rabban Shimon ben Gamliel's line of reasoning, as Rabban Shimon ben Gamliel holds that if one stipulates counter to that which is written in the Torah, his condition is void, and then Rav must hold that his condition is valid. But that is not so. Rav accepts Rabban Shimon ben Gamliel's conclusion, for he holds that the inheritance of a husband is by rabbinic law, and for this reason his condition is void, as the Sages reinforced their pronouncements with greater severity than those of Torah law and decreed that the inheritance of a husband cannot be canceled in any manner.

[26] The Gemara asks: And does Rav actually hold that if one stipulates counter to Torah law, his condition is valid? But it was stated: One who says to another: I am selling this to you on the condition that you have no claim of fraud against me, i.e., though there is a prohibition against fraud by Torah law, the purchaser agrees to forgo his right to register a complaint on this basis. Rav said: He does have the right to a claim of fraud against him, and therefore the seller must reimburse the purchaser, as he cannot abrogate the Torah prohibition "And you shall not wrong one another" (Leviticus 25:17). And Shmuel said: He does not have the right to a claim of fraud against him. It is evident from here that according to Rav, one cannot make a stipulation that contradicts Torah law.

[27] Rather, Rav said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel, who said: One who stipulates counter to that which is written in the Torah, his condition is void, but not because of his line of reasoning. As Rabban Shimon ben Gamliel holds that if the wife died, he inherits from her, and Rav holds that if she died he does not inherit from her.

[28] The Gemara asks: If this is what Rav meant, he should have said the opposite of what he said. This statement would be because of his line of reasoning but not in accordance with his halakha, whereas Rav said that the halakha is in accordance with the opinion of Rabban Shimon ben Gamliel but not because of his line of reasoning.

[29] Rather, Rav said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel, who said that if she died he inherits from her, but not because of his line of reasoning. As Rabban Shimon ben Gamliel holds that in a case where one stipulated counter to Torah law his condition is void, indicating that in a case where his stipulation was counter to rabbinic law his condition is valid; and Rav holds that even in a case where one stipulated counter to rabbinic law, his condition is void.

[30] The Gemara asks: This statement would be in accordance with his line of reasoning and in accordance with his halakha, and Rav is merely adding a detail to the halakha of Rabban Shimon ben Gamliel.

[31] Rather, Rav said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel, who said that if she died he inherits from her, but not because of his line of reasoning. As Rabban Shimon ben Gamliel holds that the inheritance of a husband is by Torah law, and whoever stipulates

counter to that which is written in the Torah, his condition is void; and Rav holds that the inheritance of a husband is by rabbinic law, but his stipulation is nevertheless void, as the Sages reinforced their pronouncements with the severity of Torah law and ruled that their laws cannot be abrogated.

[32] The Gemara asks: And does Rav hold that the inheritance of a husband is by rabbinic law? But didn't we learn in a mishna (Bekhorot 52b) that Rabbi Yoḥanan ben Beroka says: One who inherits from his wife must return the property to her family members in the Jubilee Year and deduct for them part of the monetary value of the property? He can claim only part, but not all, of the property's value from the wife's relatives.

[33] And we discussed this halakha: What does Rabbi Yoḥanan ben Beroka hold? If he holds that the inheritance of a husband is by Torah law, why must he return the property to his wife's relatives? An inheritance is not given back in the Jubilee Year. And if he holds that the inheritance is by rabbinic law, what is the purpose of the money that he receives from his wife's relatives in exchange for the land? By Torah law, the property belongs to the woman's family and they should not have to pay him anything.

[34] And Rav said: Actually, he holds that the inheritance of a husband is by Torah law, and he is discussing a case where his wife bequeathed to him her family's graveyard. Due to the need to avoid a family flaw, i.e., harm to the family name if the wife's family would have to be buried in plots belonging to others, the Sages said that he should take compensation from them and return the graveyard to them.

[35] The Gemara continues: And what is the meaning of: And deduct for them part of the monetary value of the property? This is referring to the monetary value of his wife's grave. A husband is obligated to pay for his wife's burial, and therefore he must deduct the value of her burial plot from the value of the field. As it is taught in a baraita that there are halakhot connected with burial to uphold family honor: In the case of one who sells his grave, or the path to his grave, or the place where visitors would stand to comfort the mourners, or the place of his eulogies, the members of his family may come and bury him in his ancestral plot against the purchaser's wishes due to the need to avoid a family flaw, i.e., harm to the family name if a member of their family had to be buried in a graveyard of strangers. In any case, it is evident from here that Rav believes that the inheritance of a husband is by Torah law, in contrast to what the Gemara had said earlier.

[36] The Gemara answers: This is not proof that Rav himself is of the opinion that the inheritance of a husband is by Torah law, as Rav spoke in accordance with the reasoning of Rabbi Yoḥanan ben Beroka. In other words, he was explaining the reason for the ruling of the tanna, but he himself does not hold accordingly.

[37] MISHNA: With regard to one who died and left behind a wife, and a creditor to whom he owed money, and heirs, all of whom claim payment from his property, and he had a deposit or a loan in the possession of others, Rabbi Tarfon says: The deposit or the loan will be given to the weakest one of them, i.e., the one most in need of the money. Rabbi Akiva says: One is not merciful in judgment. If the halakha is that it belongs to one party, one follows the halakha and leaves aside considerations of mercy. Rather, the halakha is that the money will be given to the heirs, as all people who wish to exact payment from orphans require an oath before they collect their debt, but the heirs do not require an oath. They therefore have a more absolute right than the others to their father's property.

[38] If the deceased left behind produce that was detached from the ground, whoever first took possession of them as compensation for what was owed, whether the creditor, the wife, or the heirs, acquired the produce. If the wife acquired this produce and it was worth more than the payment of her marriage contract, or the creditor acquired this produce and it was worth more than the value of his debt, what should be done with the surplus? Rabbi Tarfon says: It will be given to the weakest one of them, either the creditor or the wife, depending on the circumstances. Rabbi Akiva says: One is not merciful in judgment. Rather, it will be given to the heirs, as all people who wish to exact payment from orphans require an oath before they collect their debt, but the heirs do not require an oath.

[39] GEMARA: The Gemara asks about the wording of the mishna: Why do I need the tanna to teach this halakha in the case of a loan, and why do I need him to teach it in the case of a deposit? Either example alone would have sufficed. The Gemara explains: It is necessary to teach the halakha in both cases, for if he had taught the halakha only in the case of a loan, one could have said: In that case Rabbi Tarfon says what he says due to the fact that a loan is given to be spent. Since there is no already existing property here, but only an obligation to pay back the loan, it can be given to the weakest party. However, in the case of a deposit, which exists in its pure, unadulterated form and not just as an obligation, one might say that he concedes to Rabbi Akiva that it belongs to the heirs.

[40] And conversely, if the tanna had taught that halakha only in the case of a deposit, one could have said that in that case Rabbi Akiva says his ruling that the deposit belongs to the heirs. However, in this case of a loan, one could say that he concedes to Rabbi Tarfon that the loan is given to the weakest party. It is therefore necessary for the halakha to be taught in both cases.

[41] The mishna taught that according to Rabbi Tarfon, the money should be given to the weakest party. The Gemara asks: What is the meaning of: To the weakest? Rabbi Yosei, son of Rabbi Ḥanina, says: It means that the money is given to the one whose proof is the weakest, i.e., the one with the latest date on the document attesting to the debt. His document is the weakest, as one can collect from property that was sold by the deceased only if it was sold subsequent to his incurring the debt. Therefore, the others can collect from property that has been sold before the date listed on his document. Rabbi Yoḥanan says: It is referring to the wife’s marriage contract. The Sages instituted halakhot in marriage contracts that were to the advantage of women and to make them feel more secure in their marriages, due to the fact that they wanted men to find favor in the eyes of women.

[42] The Gemara comments: This discussion is like a dispute between tanna’im: Rabbi Binyamin says: The money is given to the one whose proof is the weakest, and this is the proper way to act. Rabbi Elazar says: It is referring to the wife’s marriage contract, due to the fact that they wanted men to find favor with women.

[43] § The mishna taught that if the husband left behind produce that was detached, the claimant who first seizes it acquires it, and there is a dispute as to what should be done with the surplus. The Gemara asks: And according to Rabbi Akiva, why discuss specifically this case of the surplus? All of the produce, not only the surplus, also belongs to the heirs, as he holds that the entire property goes to the heirs, even if the others took possession of it first. The Gemara answers: Yes, it is indeed so. Certainly Rabbi Akiva does not distinguish between a deposit and detached produce, but since Rabbi Tarfon spoke of a surplus, he also taught his halakha with regard to a surplus. However, according to Rabbi Akiva, the halakha is the same with regard to detached produce.

[44] The Gemara asks: And according to Rabbi Akiva, is the seizure of a debtor's assets by a creditor, though there are others who have a more immediate right to the assets, not effective at all? Rava said that Rav Naḥman said: And this, that Rabbi Akiva agrees that the seizure of assets is effective, is the case provided that one seized the property from the debtor while he was alive. However, after his death the assets belong to the heirs.

[45] The Gemara asks: And according to Rabbi Tarfon, who holds that whoever first takes possession of the produce has acquired it, where was this produce placed? The Gemara presents a dispute: There is the opinion of Rav and Shmuel, who both say: And this, that whoever first takes possession of the produce has acquired it, is the halakha provided that the produce is arranged in a pile and placed in the public domain. Since the public domain is not a suitable location for an act of acquisition, anyone can take the produce and acquire it. However, if it is situated in an alley [simta], a place adjacent to the public domain that is rarely frequented by the public, the produce does not belong to the first one who obtains it. Because an acquisition can be performed in an alley, any items that had belonged to the deceased are immediately acquired by the heirs. And there is the opinion of Rabbi Yoḥanan and Reish Lakish, who both say: Even if one seizes produce left in an alley, he acquires it.

[46] The Gemara relates: There were judges who judged a case of this kind in accordance with the opinion of Rabbi Tarfon, and Reish Lakish reversed their action. He dismissed the judges' decision and restored the money to the heirs, in accordance with the opinion of Rabbi Akiva. Rabbi Yoḥanan criticized his ruling and said to him: You acted in this case like one acts with regard to a ruling of Torah law, where any incorrect action taken by the court must be corrected.

[47] The Gemara suggests: Let us say that they disagree about this: That one Sage, Reish Lakish, holds that if one erred in a matter that appears in the Mishna, the decision is revoked. And one Sage, Rabbi Yoḥanan, holds that if one erred in a matter that appears in the Mishna, the decision is not revoked.

[48] The Gemara refutes this suggestion: No, it can be explained that according to everyone, where the judge erred in a matter that appears in the Mishna, the decision is revoked, and here they disagree about this: One Sage, Rabbi Yoḥanan, holds that the halakha is in accordance with the opinion of Rabbi Akiva in his disputes with his colleague, but not in his disputes with his teacher, and Rabbi Tarfon was Rabbi Akiva's teacher. And one Sage, Reish Lakish, holds that the halakha is in accordance with the opinion of Rabbi Akiva even in his disputes with his teacher.

[49] And if you wish, say instead that everyone agrees that the halakha is in accordance with the opinion of Rabbi Akiva in his disputes with his colleague but not in his disputes with his teacher. And here they disagree about this: One Sage, Rabbi Yoḥanan, holds that Rabbi Tarfon was Rabbi Akiva's teacher, and one Sage, Reish Lakish, holds that Rabbi Tarfon was his colleague.

[50] And if you wish, say instead that everyone agrees that Rabbi Tarfon was Rabbi Akiva's colleague, and here they disagree about this: One Sage, Reish Lakish, holds that the principle that the law is in accordance with the opinion of Rabbi Akiva was stated as the halakha. And one Sage, Rabbi Yoḥanan, holds that what was stated was that one is inclined to follow the opinion of Rabbi Akiva. Therefore, although Rabbi Akiva's opinion is followed ab initio, the halakha was never established conclusively in accordance with it. As such, if judges went against the principle that the halakha follows Rabbi Akiva in opposition to his colleague, the Sages do not revoke their decision.

[51] The Gemara relates: The relatives of Rabbi Yoḥanan seized a cow of orphans from an alley because the orphans' father owed them money. They came before Rabbi Yoḥanan for judgment, and

he said to them: It is well that you seized the cow and it is yours, in accordance with the ruling of Rabbi Tarfon. They subsequently came before Rabbi Shimon ben Lakish, who said to them: Go and return the cow to the orphans. They again came before Rabbi Yoḥanan, complaining that Reish Lakish had told them they must give back the cow, in opposition to Rabbi Yoḥanan's ruling. He said to them: What can I do, as one whose stature corresponds to my stature disagrees with me, and I cannot dismiss his opinion.

[52] The Gemara relates another incident: There was a certain herdsman caring for the cattle of orphans from whom a creditor seized an ox as payment for a debt of the orphans' father. The creditor said: I seized it from the herdsman while the debtor was still alive. In such a case, the action is effective even according to Rabbi Akiva, as stated earlier. And the herdsman said: He seized it after the debtor's death. They came before Rav Naḥman for a ruling. Rav Naḥman said to the herdsman: Do you have witnesses that he seized the ox from you? He said to him: No. Rav Naḥman said to him: In that case, since the claimant can say: It is in my possession because it was purchased by me, as there is no proof that he gained possession of the ox unlawfully, he can also say: I seized it from the herdsman while the deceased was still alive.

[53] The Gemara asks: But didn't Reish Lakish say that moving livestock, e.g., sheep and oxen, provide no presumption of ownership to whoever is in possession of them? Since they wander from place to place, a person cannot claim that his mere possession of livestock demonstrates ownership, because it may have wandered into his property on its own. The Gemara answers: An ox is different from other livestock, as it is handed over to a shepherd, who does not let it wander off. Consequently, possession of an ox does establish a presumption of ownership.

[54] The Gemara relates another incident: The members of the house of the prince of Eretz Yisrael seized hold of a maidservant of orphans in an alley, as payment for a debt owed to them by the orphans' father. Rabbi Abbahu and Rabbi Ḥanina bar Pappi and Rabbi Yitzḥak Nappaḥa were sitting as judges, and Rabbi Abba was sitting with them. Rabbi Abbahu said to them: It is well that you seized the maidservant. Rabbi Abba said to the judges: Just because they are members of the house of the prince, will you curry favor with them by rendering an incorrect verdict? Isn't it the halakha that there were judges who judged a case of this kind in accordance with the opinion of Rabbi Tarfon, and Reish Lakish reversed their action, indicating that the halakha is not in accordance with the opinion of Rabbi Tarfon?

[55] The Gemara relates another incident: A man called Yeimar bar Ḥashu was owed money by a certain man who died and left behind a boat. Yeimar bar Ḥashu said to his agent: Go and seize the boat for me. The agent went and seized it. Rav Pappa and Rav Huna, son of Rav Yehoshua, encountered him. They said to him: You are seizing assets for a creditor in a situation where your action will cause a disadvantage for others, as the debtor owed money to other people as well. And Rabbi Yoḥanan said that one who seizes assets for a creditor in a situation that will result in a disadvantage for others

[56] has not acquired it. He cannot act to the detriment of others without their consent, and his acquisition harms the other creditors. Those Sages were also owed money by that same man, so they both seized the boat for himself. Rav Pappa steered it with an oar, while Rav Huna, son of Rav Yehoshua, pulled it with a rope. This Sage said: I acquired all of it; and that Sage said: I acquired all of it.

[57] Rav Pineḥas bar Ami encountered them and said to them: What of the opinion of Rav and Shmuel, who both say: And this, that whoever first takes possession has acquired them, is the halakha provided that the items are arranged in a pile and placed in the public domain, which is not the case with this boat? They said to him: We too seized it from the current of the river, i.e., the middle of the river, which has the status of a public domain.

[58] They came before Rava to ask him who had acquired the boat. He said to them: You are white geese [kakei ḥivvarei], in reference to their white beards, who remove people's cloaks, i.e., your actions were unlawful from the start. This is what Rav Naḥman said: And this, that whoever takes possession has acquired them, is the halakha provided that one seized them from the debtor while he was alive. In this case, however, the boat was seized after the debtor's death, when the heirs had already taken possession of it.

[59] The Gemara relates another incident: Avimi, son of Rabbi Abbahu, owed money to people from Bei Ḥozai. He sent the money in the possession of Ḥama, son of Rabba bar Abbahu, who went and paid the money that Avimi, son of Rabbi Abbahu, owed, and he then said to the people from Bei Ḥozai: Give me back the document that shows that the person who sent me owes you money. They said to him: The money that you paid us was for side debts, i.e., money from a different debt, which was not written in a document. We accepted the money from you as payment of that debt. We will therefore not return the document to you, as he has yet to pay off the debt listed in the document.

[60] This case came before Rabbi Abbahu. He said to Ḥama, son of Rabba bar Abbahu: Do you have witnesses that you paid them? He said to him: No. Rabbi Abbahu said to him: He could have made a more advantageous claim [miggo]. Since they can say: These matters never occurred, i.e., you never paid them anything, they can also say: These are side debts. Therefore, you cannot demand from them either the money or the document.

[61] The Gemara asks: With regard to the payment of the agent, what is the halakha? Must the agent reimburse the one who appointed him for his loss? Rav Ashi said: We see that if the one who appointed him said to him: Take the document from them and give them money, then the agent disobeyed his instructions by first paying the money and must pay back the one who appointed him. If, however, the one who appointed him said to the agent: Give the money and take the document, he does not pay, as the one who appointed him was not particular about instructing the agent to take the document before giving them money.

[62] The Gemara comments: And this is not so; Rav Ashi's ruling is not accepted as halakha. Whether the instructions were given in this manner or whether the instructions were given in that manner, the agent must pay, as the one who appointed him can say to him: I sent you to act for my benefit, and not to my detriment. His right to act as an agent did not extend to a case where it was to the detriment of the one who designated him.

[63] The Gemara relates another incident: There was a certain woman who had a bag [meloga] full of documents deposited with her. The heirs came and claimed it from her. She said to them: I seized the bag of documents from the deceased while he was alive, as he owed me money. They came before Rav Naḥman for judgment. He said to her: Do you have witnesses that the deceased claimed the bag from you while he was alive and you did not give it to him? She said to him: No, I do not have witnesses to this effect. He replied: If so, this is considered a case of seizing property after death, and seizing after death is nothing. As stated earlier, seizing property to recover a debt is effective only

when done during the lifetime of the debtor. It is ineffective once he is dead and others have inherited his property.

64 The Gemara relates another incident: There was a certain woman who was obligated to take an oath in order to avoid payment in Rava's court. The daughter of Rav Ḥisda said to Rava, her husband: I know that she is suspect with regard to taking a false oath. Rava reversed the obligation of the oath so that it fell onto the other party, who now had the option of taking an oath that the woman owes him money and collecting his debt. This is how to act when the court does not trust the one who is obligated to take an oath.

65 The Gemara continues: On another occasion, Rav Pappa and Rav Adda bar Mattana were sitting before Rava. A certain document was brought before Rava to be examined in court. Rav Pappa said to Rava: I know about this document, that it records a debt that has already been paid. Rava said to him: Is there another person who can testify with the Master about the document? He said to him: No, I am the only one who knows. Rava said to him: Although there is the Master here who attests that the document has been paid, one witness is nothing.

66 Rav Adda bar Mattana said to Rava: And should Rav Pappa not be trusted like Rav Ḥisda's daughter, who as a woman is disqualified from testimony? Rava replied: I relied on Rav Ḥisda's daughter because I know with certainty about her that she is always truthful. However, I cannot rely on the Master because I do not know with the same degree of certainty about him that he is always truthful, and I cannot rule on the basis of one witness unless I have complete certainty.

67 Rav Pappa said: Now that the Master, Rava, has said that the claim: I know with certainty about him, is a significant matter, i.e., a claim that can be used in court, if a judge knows that someone is telling the truth, although under normal circumstances his testimony would be inadmissible, in this case it does have a certain legal validity. For example, if Abba Mar, my son, about whom I know with certainty always tells the truth, claims that a document that records a debt has already been paid, then I can tear the document on the basis of his word.

68 The Gemara asks: How can it enter your mind that the court can tear a document based on the word of a single witness? Rather, the statement should be that I can weaken the document on the basis of his word, by not allowing it to be used for claiming payment without further proof.

69 The Gemara relates another incident: There was a certain woman who was obligated to take an oath in Rav Beivai bar Abaye's court. The opposing litigant said to the judges: Let her come and take an oath in the town. It is possible that she will be ashamed of her lies and will admit that she is liable. She said to the judges: Write a document of rights for me, so that when I take the oath they will give it to me, and I will then be willing to take an oath in the town. Rav Beivai bar Abaye said to them: Write the document for her.

70 Rav Pappi said: Is it because you come from unfortunate people [de'atitu mimmula'ei] that you say unfortunate things? Rav Beivai was from the house of Eli, whose descendants were sentenced to die at a young age.

71 Rav Pappi said that Rav Beivai bar Abaye was wrong to say what he said because of a statement of Rava. Didn't Rava say: This ratification of judges, which was written on a document before the witnesses had seen and testified about their signature, is invalid, although the witnesses later attested that it was their signatures? Apparently, it has the appearance of falsehood because they affirmed the

validity of a document before hearing the testimony. Here too, if the judges wrote a document of rights before the woman took her oath, the document would have the appearance of falsehood, and the court should not write a document of rights for her before she takes an oath.

[72] The Gemara comments: And this halakha of Rava's is not accepted because of a statement of Rav Naḥman, as Rav Naḥman said: Rabbi Meir would say: Even if the husband found a bill of divorce with names identical to those of his and his wife's, in the garbage, and he had it signed by witnesses and gave it to his wife, it is valid. Rav Naḥman adds: And the Rabbis do not disagree with Rabbi Meir, except in the case of bills of divorce of women, since the Rabbis hold that the writing of the bill of divorce needs to be done for the sake of the woman getting divorced. But for all other documents, they concede to him that it makes no difference when the document was written.

[73] The proof of this is that Rav Asi said that Rabbi Yoḥanan said: With regard to a document that one borrowed money based on it and then repaid the debt, he may not borrow money again based on it. This is because its lien has already been forgiven. Once the debt has been repaid, the lien resulting from the loan is no longer in force. The witnesses did not sign the document at the time of the second loan, so the lien will not be in effect, and the loan will have the status of one by oral agreement. The Gemara infers: The reason that he cannot reuse the document is because its lien has been forgiven, so that the document is no longer accurate; but as for the fact that it has the appearance

[74] of falsehood, as it was written prior to the second loan, we are not concerned. So too here, the fact that the judges wrote the document before the event is not a matter of concern.

[75] The Gemara examines cases involving disputes concerning the property of the deceased. There was a certain man who deposited seven pearls [marganita] tied up in a sheet in the house of Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi. Rabbi Meyasha passed away without instructing the members of his household on his deathbed, and without explaining to whom the gems belonged. Rabbi Meyasha's family and the depositor came before Rabbi Ami to discuss the ownership of the gems. He said to them: They belong to the claimant, first of all, since I know about Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi, that he is not wealthy enough to be able to afford such gems. And furthermore, the depositor has provided a distinguishing mark that proves that he is the owner.

[76] The Gemara comments: And we said that a distinguishing mark is effective only if the claimant does not usually enter and exit there. But if that person usually enters and exits there, one can say that a different person might have deposited the object, and he merely saw it there and was able to provide distinguishing marks.

[77] The Gemara relates a similar incident: There was a certain man who deposited a silver goblet in the house of the Sage Ḥasa. Ḥasa passed away without instructing anything about the goblet. They came before Rav Naḥman to discuss the ownership of the goblet. He said to them: I know about Ḥasa that he is not wealthy, and this goblet would not have belonged to him. And furthermore, the depositor has provided a distinguishing mark. And we said so only if the claimant does not usually enter and exit there. But if that person usually enters and exits there, one can say that a different person might have deposited the object and he merely saw it there.

[78] The Gemara relates another similar story: There was a certain man who deposited silk [metakesa] in the house of Rav Dimi, brother of Rav Safra. Rav Dimi passed away without instructing anything about the silk. They came before Rabbi Abba to discuss the ownership of the silk. He said to them: It

belongs to the claimant, first of all, since I know about Rav Dimi that he is not wealthy. And furthermore, he has provided a distinguishing mark. And we said so only if he does not usually enter and exit there. But if that person usually enters and exit there, one can say that a different person might have deposited the object, and he merely saw it there.

[79] The Gemara relates the story of a certain man who said to those present at his deathbed: My property should go to Toviya. He passed away, and Toviya came to claim his possessions. Rabbi Yoḥanan said: Toviya has come, and there is no need to be concerned that he might have meant a different Toviya.

[80] The Gemara adds: If the deceased had said: My property should go to Toviya, and Rav Toviya came forward, it is assumed that this is not the person the deceased had in mind, for he said: My property should go to Toviya. He did not say: My property should go to Rav Toviya. But if Rav Toviya is a person who is familiar with the deceased, then it can be assumed that the deceased called him by his personal name and not by his title because he was familiar with him. If two men named Toviya came forward, and one of them was the deceased's neighbor and the other a Torah scholar but not his neighbor, the Torah scholar takes precedence. Similarly, if one was a relative and the other a Torah scholar, the Torah scholar takes precedence.

[81] A dilemma was raised before the Sages: If two men have the same name and one was a neighbor and the other one was a relative, what is the halakha? The Gemara answers: Come and hear the solution from the following verse: "A close neighbor is better than a distant brother" (Proverbs 27:10). If they were both relatives, or both neighbors, or both scholars, there is no systematic way of determining who is entitled to the property, and the decision is left to the discretion of the judges.

[82] § Rava said to the son of Rav Ḥiyya bar Avin: Come, and I will tell you something excellent that your father would say about that which Shmuel said: Shmuel said that in the case of one who sells a promissory note to another, and the seller went back and forgave the debtor his debt, it is forgiven, since the debtor essentially had a non-transferable obligation to the creditor alone, and even the creditor's heir can forgive the debt. With regard to this halakha, Rav Ḥiyya bar Avin said: Shmuel concedes with regard to a woman who brings in a promissory note to the marriage for her husband, and she went back and forgave the debtor his debt, that the debt is not forgiven. Why not? Because his hand is like her hand, i.e., the husband shares equal rights to her property, and she cannot unilaterally forgive the debt.

[83] The Gemara relates an incident: A relative of Rav Naḥman sold her marriage contract for financial advantage. In other words, she received a sum of money and in exchange agreed that if she were to be divorced and become entitled to her marriage contract, the money would belong to the purchaser of the rights to her marriage contract. She was subsequently divorced from her husband and died, leaving the right to her marriage contract to her daughter. The purchasers came and claimed the value of the marriage contract from her daughter. Rav Naḥman said to the people around him: Is there no one who can give the daughter advice,

[84] that she should go and forgive her mother's marriage contract for her father, and she will subsequently inherit the sum of the marriage contract from him? The marriage contract is a document of the debt owed by her father to her mother. The daughter, who has inherited the document from her mother, can forgo her father's obligation, so rendering nugatory the right of the purchasers. The father then retains the amount owed to the purchasers of the marriage contract, and his daughter will

inherit that amount when he dies. The daughter heard this, and went and forgave her father's obligation in the marriage contract, as recommended by Rav Naḥman.

[85] Rav Naḥman later said in regret: We have made ourselves like advisors of judges. We have acted like lawyers who give practical advice to litigants rather than like independent judges. The Gemara asks: At the outset, what did he hold when he intended the daughter to hear his advice, and ultimately, what did he hold that made him regret his action? The Gemara explains: At the outset, he held that the verse teaches: "And you should not hide yourself from your own flesh" (Isaiah 58:7), and therefore it is correct to give help and advice to relatives. And ultimately he held that in the case of an important person who must be very careful to avoid any impression of having favored his family in judgment, the situation is different.

[86] Since the Gemara had previously mentioned a halakha stated by Shmuel, it turns its attention to the matter itself. Shmuel said: With regard to one who sells a promissory note to another, and the seller went back and forgave the debtor his debt, it is forgiven, since the debtor essentially had a non-transferable obligation to the creditor alone, and even the creditor's heir can forgive the debt. Rav Huna, son of Rav Yehoshua, said: And if the purchaser of the document is perspicacious, and is wary of such a ploy, he should jangle [mekarkesh] dinars in the debtor's ears, i.e., he should pay the debtor or promise him money, and the debtor will write for him a new promissory note in the purchaser's name, thereby preventing the latter from losing out.

[87] Ameimar said: One who judges cases of liability for indirect damage and maintains that someone whose actions cause damage is obligated to pay, even if he has not directly harmed another, collects in this case the value of the proper document. Since by forgiving the loan the creditor voided the document and caused the purchaser financial loss, he must compensate the purchaser for the amount recorded in the document. One who does not judge cases of liability for indirect damage collects in this case only the value of the paper on which the document was written.

[88] The Gemara relates that there was an incident like this one, and Rafram pressured Rav Ashi by means of verbal persuasion to render an unequivocal ruling in this matter, and Rav Ashi collected in this case as if he damaged a beam used for crafting a sculpture, i.e., the full value of the debt listed in the promissory note.

[89] Ameimar said in the name of Rav Ḥama: With regard to one who has incumbent upon himself the obligation of his wife's marriage contract and also owes money to a creditor, and he possesses land and possesses money, the obligation to the creditor is settled with the payment of money, whereas the debt to the woman of her marriage contract is settled with the payment of land, this one in accordance with his law, and that one in accordance with her law. Since the creditor gave him money, it is fitting that he should receive ready cash in return. The woman, in contrast, did not give him anything but relied upon the lien on his land, so she is therefore given land.

[90] And if there is only one plot of land, and it is adequate for the payment of only one debt, we give it to the creditor, and we do not give it to the woman. What is the reason for this? Even more than a man wants to marry, a woman wants to be married. Women do not get married because they wish to receive their marriage contract. It is better to give preference to the creditor so that he will not lose out, so as not to discourage people from lending money.

[91] Rav Pappa said to Rav Ḥama: Is it correct that you say in the name of Rava: With regard to one who owes money and has land, and the creditor comes and demands from him his money, and the

debtor says to him: Go and take the amount you are owed from the land, we say to him: Go and sell the land yourself and give him money? Rav Ḥama said to him: I did not say this in the name of Rava.

[92] Rav Pappa replied: Tell me the incident itself, what happened and what exactly occurred that caused this opinion to be attributed to Rava. Rav Ḥama said to him: The debtor was one who attached his money to a gentile. He possessed money, but he claimed that this money belonged to a gentile and therefore could not be demanded from him. This man acted improperly, and consequently, the Sages acted improperly with him by forcing him to sell the land.

[93] Rav Kahana said to Rav Pappa: According to your opinion, that you say the repayment of a creditor is a mitzva, if the debtor said: It is not amenable to me to perform a mitzva, what would be the halakha? If there is no obligation to repay a loan other than to perform a mitzva, then what happens if someone is not interested in performing the mitzva? He said to him: We already learned this halakha in a baraita: In what case is this statement said, that one is liable to receive forty lashes for committing a transgression? It is said with regard to negative mitzvot. However, with regard to positive mitzvot, for example, if the court says to someone: Perform the mitzva of the sukka, and he does not do so, or: Perform the mitzva of the palm branch, and he does not do so,

[94] the court strikes him an unlimited number of times, even until his soul departs, in order to force him to perform the mitzva. The payment of a debt is a positive mitzva, and one who refuses to pay a debt can be compelled to do so in this manner.

[95] § Rami bar Ḥama inquired of Rav Ḥisda: If a man said to his wife: This is your bill of divorce but you are divorced with it only after thirty days, and she took the bill of divorce and went and placed it in the sides of the public domain, i.e., in a place that was open to the public domain but not an actual part of it, and the bill of divorce was still there after thirty days, what is the halakha? Is she divorced?

[96] Rav Ḥisda said to him: She is not divorced. This halakha is learned from the opinion of Rav and Shmuel, as it is Rav and Shmuel who both say with regard to the mishna: Any of the creditors of a deceased person can seize items of his movable property provided that they are arranged in piles and placed in the public domain, as in that case the heirs of the deceased do not receive it as part of their inheritance. Similarly, the woman will not acquire the bill of divorce after thirty days if it is in that location. Rav Ḥisda adds: And the sides of the public domain are considered like the public domain.

[97] Rami bar Ḥama responded: On the contrary, she is divorced, in accordance with the opinion of Rav Naḥman, as Rav Naḥman said that Rabba bar Avuh said: With regard to one who says to his friend: Go and pull this cow now and it will be acquired by you only after thirty days, he has acquired the cow. And this is true even if the cow was standing after those thirty days in an ownerless meadow [agam]. Since the acquisition began properly at the start of the thirty-day period, it applies even after the thirty-day period. What, is it not the case that this is the halakha of a meadow and this is also the halakha of the sides of the public domain, as the two places have a similar status? Rav Ḥisda rejects this argument: No, the case of a meadow is discrete, and the case of the sides of the public domain is discrete, as the latter is considered an actual part of the public domain, and an ownerless meadow is not.

[98] Some say a different version of the dispute between Rami bar Ḥama and Rav Ḥisda, in which Rav Ḥisda said to Rami bar Ḥama: She is divorced, based on the ruling of Rav Naḥman pertaining to acquiring a cow, and the sides of the public domain are considered like a meadow. In this version, it was Rami bar Ḥama who replied: On the contrary, she is not divorced, as can be learned from the

opinion of Rav and Shmuel pertaining to seizing objects in the public domain. What, is it not the case that this is the halakha of the public domain and this is similarly the halakha of the sides of the public domain? Rav Ḥisda responded: No, the public domain is discrete and the sides of the public domain are discrete.

[99] MISHNA: If there is one who establishes his wife as a storekeeper in his store, or if he appointed her as a steward to handle his property and workers, this one, i.e., the husband, can administer an oath to her, having her state that she did not appropriate any of his possessions, whenever he wants. Rabbi Eliezer says: He can administer an oath even with regard to the products of her spindle and for her dough, which are matters related to the household, and not her function as a storekeeper.

[100] GEMARA: A dilemma was raised before the Sages: When Rabbi Eliezer says that a husband can administer an oath to her with regard to any item, is he saying that this is by means of extension of an oath, i.e., once he administers an oath to her in her capacity as his storekeeper he can extend the oath to cover other matters, or, is he saying that he can administer an oath to her ab initio?

[101] The Gemara suggests: Come and hear a solution from a baraita: The Rabbis said to Rabbi Eliezer: A person does not reside in a basket with a snake. A woman is not expected to live with a husband who constantly suspects her of stealing. The Gemara explains: Granted, if you say that Rabbi Eliezer is referring to an oath administered ab initio, the Rabbis spoke well. However, if you say that the husband can administer an oath only by means of an extension of an oath, what difference does it make to her? As she must take an oath with regard to matters that concern the store, it does not cause any greater difficulty for her to take an oath with regard to the household matters.

[102] The Gemara refutes this argument, as it is possible that she says to him: Since you are so exacting with me, I cannot live with you. Even if there is no additional oath, the sentiment engendered by his demand is grounds for dissatisfaction, and there is no proof that Rabbi Eliezer holds that he can administer an oath to her ab initio.

[103] The Gemara suggests another proof. Come and hear a proof from a baraita: With regard to one who did not exempt his wife in the marriage contract from a vow and from an oath, and he established her as his storekeeper or appointed her as his steward, he can administer an oath to her whenever he wants. If he did not establish her as his storekeeper or appoint her as his steward, he cannot administer an oath to her.

[104] The baraita continues: Rabbi Eliezer says: Although he did not establish her as his storekeeper or appoint her as his steward, he can administer an oath to her whenever he wants, as you have no wife who did not become a steward for one hour in her husband’s lifetime at least for her spindle and for her dough. The Rabbis said to him: A person does not reside in a basket with a snake. One can conclude from this that according to Rabbi Eliezer a husband can administer an oath to his wife with regard to her conduct, even ab initio. The Gemara concludes: Conclude from it that it is so.

[105] MISHNA: If one wrote to his wife in the marriage contract: I do not have the right to administer a vow or an oath upon you, he cannot administer an oath to her. However, he can administer an oath to her heirs, and to those who come on her authority, either as her representatives or because they purchased her marriage contract.

[106] If the husband wrote: I do not have the right to administer a vow or an oath upon you, or upon your heirs, or upon those who come on your authority, he cannot administer an oath to her; not to her,

nor her heirs, nor those who come on her authority. But the husband's heirs can administer an oath to her, and to her heirs, and to those who come on her authority.

[107] If he wrote: Neither I, nor my heirs, nor those who come on my authority have the right to administer a vow or an oath upon you, or upon your heirs, or upon those who come on your authority, he cannot administer an oath to her or to them; not he, nor his heirs, nor those who come on his authority may administer an oath, not to her, nor to her heirs, nor to those who come on her authority.

[108] If a woman who was exempted from an oath by her husband went from her husband's grave, immediately after her husband's death, to her father's house, without handling her late husband's property, or in a case where she returned to her father-in-law's house and did not become a steward over the property at all throughout this period, then the heirs cannot administer an oath to her with regard to her actions in their father's lifetime, as the husband exempted her from an oath to the heirs. And if she became a steward, the heirs may administer an oath to her about the future, i.e., anything she did with the property after the death of her husband, but they cannot administer an oath to her with regard to what took place in the past, during her husband's lifetime.

[109] GEMARA: The Gemara asks: What is the purpose of an oath? What oath can he administer to her that caused him to add this condition to her marriage contract? Rav Yehuda said that Rav said:

[110] It is referring to a woman who became a steward during her husband's lifetime, as it was common for a man to leave his wife in charge of his property while exempting her from taking an oath. Rav Naḥman said that Rabba bar Avuh said: It is referring to a woman who claims that she received partial payment of her marriage contract, who must take an oath that she received no more than the amount she admits to. The mishna is referring to a husband who exempted his wife from this oath.

[111] Rav Mordekhai went and said this halakha before Rav Ashi and asked him the following question: Granted, according to the one who says that it is referring to a woman who claims that she received partial payment of her marriage contract, it makes sense that it enters her mind that this might happen, as she thinks: Perhaps I will require money, and I will take what I need from my marriage contract up front. And she therefore says to him before their marriage: Write for me that you will not administer an oath to me when I come to collect the rest of my marriage contract. However, according to the one who says that it is referring to a woman who became a steward during her husband's lifetime, did she know beforehand that her husband would establish her as a steward, to know to say to him: Write for me that you will not administer an oath to me?

[112] Rav Ashi said to him: You teach this halakha of Rav Yehuda with regard to that part of the mishna, and therefore you find it difficult. We, however, teach it with regard to this part of the mishna: If she went from her husband's grave to her father's house without handling her late husband's property, or in a case where she returned to her father-in-law's house and did not become a steward over the property at all throughout this period, then the heirs cannot administer an oath to her with regard to her actions in their father's lifetime, as the husband exempted her from an oath to the heirs. And if she became a steward, the heirs may administer an oath to her about the future, i.e., anything she did with the property after the death of her husband, but they cannot administer an oath to her with regard to what took place in the past, during her husband's lifetime.

[113] It was with regard to this statement that the Gemara asked: What is the purpose of mentioning the past? What oath would they have wanted her to take with regard to the past? And it was in response to this question that Rav Yehuda said that Rav said: It is referring to a woman who became a steward during her husband's lifetime.

[114] The Gemara presents a dispute as to what is considered the past, first continuing the quote from Rav Yehuda: But they can administer an oath to her with regard to her conduct between her husband's death and his burial. And Rav Mattana said: Even concerning her actions between her husband's death and his burial, they cannot administer an oath to her, as the Sages of Neharde'a say: For the purpose of paying head tax [karga], and for payment to provide for children's sustenance, and for burial, we sell property inherited by orphans without an announcement. In these urgent matters, the court is not particular about a possible loss incurred by the heirs. Similarly, a woman need not take an oath with regard to how she conducted her affairs for her husband's funeral, because in such a time of stress she cannot manage her accounts in a precise manner.

[115] § Rabba said that Rabbi Ḥiyya said: If a husband wrote: Not a vow and not an oath, this means that he cannot administer an oath to her, but his heirs can administer an oath to her. If he wrote: She is clear, i.e., exempt, from a vow and clear from an oath, neither he nor his heirs can administer an oath to her. This is because in effect this is what he is saying to her: You are clear from the oath, no matter who seeks to administer it to you.

[116] But Rav Yosef said that Rabbi Ḥiyya said the opposite ruling with regard to the second clause: If he wrote: Not a vow and not an oath, he cannot administer an oath to her, but his heirs can administer an oath to her. If he wrote: She is clear from a vow and clear from an oath, either he or his heirs can administer an oath to her. This is because in effect this is what he is saying to her: Clear yourself from any suspicion by means of an oath.

[117] Rabbi Zakkai sent the following ruling to Mar Ukva from Eretz Yisrael: Whether he wrote: Not an oath, or whether he wrote: Clear from an oath, and whether he wrote: Not a vow, or whether he wrote: Clear from a vow, if he added the phrase: With regard to my property, he cannot administer an oath to her, but his heirs can administer an oath to her. However, if he added the phrase: From these properties, neither he nor his heirs can administer an oath to her.

[118] Rav Naḥman said that Shmuel said in the name of Abba Shaul ben Imma Miriam: Whether he wrote: Not an oath, or whether he wrote: Clear from an oath, and whether he wrote: Not a vow, or whether he wrote: Clear from a vow, and whether he added: From my property, or whether he added: From these properties, neither he nor his heirs can administer an oath to her according to the letter of the law. However, what can I do, as the Sages said that one who comes to collect a debt from the property of orphans may collect it only by means of an oath? Therefore, she is compelled to take an oath in any case involving a claim from the orphans.

[119] And some say this halakha in the form of a baraita, not as a quote from an amora: Abba Shaul ben Imma Miriam said: Whether he wrote: Not an oath, or whether he wrote: Clear from an oath, and whether he wrote: Not a vow, or whether he wrote: Clear from a vow, and whether he added: From my property, or whether he added: From these properties, neither he nor his heirs can administer an oath to her according to the letter of the law. However, what can I do, as the Sages said that one who comes to collect a debt from the property of orphans may collect it only by means of an oath? The

Gemara comments: Rav Naḥman said that Shmuel said: The practical halakha is in accordance with the opinion of ben Imma Miriam.

120 MISHNA: A woman who vitiates her marriage contract by acknowledging that she has received partial payment can collect the rest of her marriage contract only by means of an oath. Similarly, if one witness testifies that her marriage contract is paid, she can collect it only by means of an oath. In any case where she seeks to claim her marriage contract from the property of orphans, or from liened property that has been sold to a third party, or when not in her husband's presence, she can collect it only by means of an oath.

121 The mishna elaborates: With regard to a woman who vitiates her marriage contract, how so, how does this situation arise? If her marriage contract was a thousand dinars, and her husband said to her: You already received your marriage contract, and she says: I received only one hundred dinars, she has made a partial admission and can collect her marriage contract only by means of an oath.

122 If one witness testifies that her marriage contract is paid, how so? If her marriage contract was a thousand dinars, and her husband said to her: You already received your marriage contract, and she says: I did not receive payment, and one witness testifies about the marriage contract that it is paid, she can collect it only by means of an oath.

123 From liened property, how so? If while they were married the husband sold his property to others, and she comes to collect her marriage contract from the purchasers, she can collect it only by means of an oath. She may seize property from the purchasers because her husband's obligation undertaken in the marriage contract predates his obligation in the document of sale.

124 From the property of orphans, how so? If the husband died and left his property to orphans, and she comes to collect her marriage contract from the orphans, she can collect it only by means of an oath.

125 Or when not in his presence, how so? If he went to a country overseas and sent her a bill of divorce, so that she collects her marriage contract when not in his presence, she can collect it only by means of an oath.

126 Rabbi Shimon says: Whenever she claims payment of her marriage contract, the heirs administer an oath to her. And if she does not claim payment of her marriage contract, the heirs do not administer an oath to her.

127 GEMARA: Rami bar Ḥama thought to say that the oath of a woman who vitiates her marriage contract is an oath required by Torah law, which is the oath of one who makes a partial admission, as the husband claims that he paid her two hundred and she concedes to him with regard to one hundred. This is a partial admission of the claim, and the principle is that whoever admits to part of a claim must take an oath according to Torah law to receive the remaining amount.

128 Rava said: There are two answers in the matter, in refutation of your argument: One response is that anyone who is obligated to take an oath that is enumerated in the Torah takes an oath and does not pay. By Torah law, one takes an oath only to exempt himself from payment, and in this case she takes an oath and takes her money. And furthermore, there is a principle that one does not take an oath with regard to a denial of a lien on land. The oaths of the Torah apply only to moveable property, not land. This means that if a claim involves a lien on land of any form, the oath of a partial admission does not apply, and a marriage contract includes a lien on land.

[129] Rather, Rava said: This oath is by rabbinic law. It was instituted because the one who pays is precise and recalls that he paid his debt, whereas the one who was paid is not precise. When the husband claims to have paid her, he remembers clearly what happened, and therefore the Sages imposed the obligation of an oath upon her, so that she should be precise and remember exactly what occurred.

[130] § A dilemma was raised before the Sages: In a case where a woman vitiates her marriage contract by accepting partial payment in the presence of witnesses, what is the halakha? Do we say that if it is so that he has paid her the rest of the marriage contract, he would have paid her in the presence of witnesses, and since he has no such witnesses, this is proof that she never received the rest of the money, and she is exempt from an oath? Or perhaps he simply happened to have witnesses for part of the payment, and he gave her the rest without witnesses, and she must take an oath with regard to the remainder of the sum?

[131] The Gemara suggests: Come and hear proof from a mishna (Shevuot 44b): Anyone who is obligated to take an oath that is enumerated in the Torah takes an oath and does not pay. And these take an oath and take their payment: The hired worker who demands his wages from his employer; and one who was robbed; and one who was injured, who claims compensation from the one who caused him damage; and if the one opposing him, the other litigant in a case, was supposed to take an oath but he is suspected with regard to oaths; and a storekeeper who makes a claim on the basis of what is written in his notebook [pinkaso]; and one who receives partial payment of his document not in the presence of witnesses. Conclude from this last clause that if one received partial payment of a document not in the presence of witnesses, then yes, he is obligated to take an oath, but if he received the payment in the presence of witnesses, then no, he is not obligated to take an oath.

[132] The Gemara refutes this argument: The mishna is speaking utilizing the style of: It is not necessary: It is not necessary to state that if part of the marriage contract was paid in the presence of witnesses, she certainly requires an oath. However, if a partial payment was made not in the presence of witnesses, one might say that her partial admission should be like one who restores lost property. Since there are no witnesses that the husband paid anything, when she concedes to part of the claim it is as though she has restored to him a lost item. And she should therefore take the rest of the money without an oath, in accordance with the halakha that one who returns lost property does not have to take an oath that he did not appropriate part of what he found for himself. The tanna therefore teaches us that even in this case an oath is required.

[133] A dilemma was raised before the Sages: With regard to a woman who vitiates her marriage contract and details with precision every sum of money that she received, specifying not only large sums of money but also sums so small that they amounted to less than the value of a peruta, what is the halakha? Do we say that since she is precise to such an extent she must be telling the truth, or perhaps she is deceiving us? This question shall stand unresolved.

[134] Another dilemma was raised before the Sages: In the case of a woman who reduces her marriage contract by saying that its sum was less than the usual amount, or less than the figure specified in the document, what is the halakha? Do we say that this is like the case of a woman who vitiates her marriage contract, and the halakha is the same in both instances? Or perhaps there is a difference between the two cases because a woman who vitiates her marriage contract admits to part of the

claim, whereas this one does not admit to part of the claim. Here, she claims that she has received nothing at all, but that she is owed less than what was initially thought.

135 The Gemara suggests: Come and hear a resolution from a baraita: One who reduces her marriage contract can collect it without an oath. How so? If her marriage contract was a thousand dinars, and her husband said to her: You have received your marriage contract, and she says: I have not received my marriage contract, but it is only one hundred dinars, she may collect it without an oath.

136 The Gemara asks: If her claim is accepted, with what does she in fact collect payment? With this marriage contract document? This document is merely a shard of earthenware, as she herself admits that the document is not a valid document because it records a fictitious sum. Rava, son of Rabba, said: It is referring to one who says: There was an agreement of trust between him and me that although the marriage contract records a large sum, I will claim only part of it, but the document itself is genuine.

137 § The mishna teaches that if one witness testifies that the marriage contract was paid she must take an oath. Rami bar Ḥama thought to say that this is an oath required by Torah law, as it is written: “One witness shall not rise up against a man for any iniquity, or for any sin” (Deuteronomy 19:15). From here it is inferred: It is for any iniquity or for any sin that he may not rise up, i.e., the testimony of one witness is not enough for these purposes, but he may rise up for an oath. And the Master said: In any place, i.e., situation, where two witnesses are able to deem one liable to pay money, the testimony of one witness obligates him to take an oath.

138 Rava said: There are two answers in the matter, in refutation of your argument: One response is that anyone who is obligated to take an oath that is enumerated in the Torah takes an oath and does not pay. By Torah law, one takes an oath only to exempt himself from payment, and in this case she takes an oath and takes her money. And furthermore, there is a principle that one does not take an oath with regard to a denial of a lien on land.

139 Rather, Rava said: That oath was instituted by rabbinic law, in order to put the husband’s mind at ease. Since a witness contradicts her claim, the Sages imposed an oath upon her so that the husband would be sure that he is not giving away his money for no reason.

140 Rav Pappa said:

141 If the husband is perspicacious, he can induce her to become obligated to take an oath by Torah law even in a case where only one witness saw the payment of the marriage contract, as follows: He now gives her the payment of her entire marriage contract in the presence of one witness, and joins the first witness to the last witness, so that there are now two witnesses to the payment of the entire marriage contract. And then, he establishes this first payment, about which the first witness had testified, as a loan, and claims payment of that sum from her, supported by the testimony of the first witness. With regard to this claim, her oath would serve the purpose of exempting her from payment, and it is not connected with a lien on land. Therefore, the witness can obligate her in an oath by Torah law.

142 Rav Sheisha, son of Rav Idi, objects to this: How can he join the first witness to the last witness when their testimonies do not refer to the same action? Rather, Rav Sheisha, son of Rav Idi, said: He now gives her the payment of her entire marriage contract in the presence of both the first witness and the last witness. And then, he establishes this first payment, about which the first witness had

testified, as a loan, and claims payment of that sum from her, supported by the testimony of the first witness.

143 Rav Ashi objects to this: The woman can still say: I had two marriage contracts. She can claim that he wrote two marriage contracts and she collected the payments at two separate points in time, but there was never a loan. Rather, Rav Ashi said: It is possible for him to obligate her to take an oath if he informs the two witnesseses that on this occasion he is paying her for the one marriage contract that he wrote. She is then unable to claim that it was a different marriage contract, and he can compel her to take an oath by Torah law about the first payment, which is now established as a loan.

144 § The mishna teaches that if a woman comes to claim her marriage contract from liened property that had been sold to a third party, she must first take an oath. We learned in a mishna there (Shevuot 45a): And similarly, orphans can collect payment only by means of an oath.

145 The Gemara asks: From whom can the orphans collect payment only by means of an oath? If we say that they can collect payment only with an oath from one who borrowed money from their father, then it is difficult to understand how this can be so. Now, can it be that their father, the lender, had the right to take payment from the borrower without an oath by relying on the document, and they, the orphans, with regard to whom the Sages were lenient, can claim the loan only by means of an oath? Rather, this is what the mishna is saying: And similarly, the orphans of the lender who come to collect payment from the orphans of the borrower can collect only by means of an oath.

146 Rav Zerika said that Rav Yehuda said: It was taught that those who take an oath can collect a debt from orphans only if the borrower’s orphans said: Our father said to us: I borrowed and repaid. However, if the orphans said: Our father said to us: I did not borrow, then they may not collect from the orphans even with an oath.

147 Rava objects to this: On the contrary, there is a principle in the halakhot of claims that anyone who says: I did not borrow is considered like one who says: I did not repay. Therefore, when there is evidence that he did borrow, he must pay the entire amount without the lender having to take an oath.

148 Rather, the Gemara emends the above statement: If it was stated, it was stated like this: Rav Zerika said that Rav Yehuda said: They taught this halakha only if the orphans said: Our father said to us: I borrowed and repaid. However, if they said: Our father said to us: I did not borrow, those who collect debts from them can collect even without an oath, for anyone who says: I did not borrow is considered like one who says: I did not repay.

149 § The mishna teaches that one who comes to collect her marriage contract when not in her husband’s presence can collect it only by means of an oath. Rav Aḥa Sar HaBira said: An incident came before Rabbi Yitzḥak in Antioch, and he said: They taught this halakha only with regard to the wife’s marriage contract; she may collect her marriage contract in her husband’s absence, because the Sages wanted men to find favor in the eyes of women. In order to ensure that women would want to marry, the Sages instituted decrees with regard to a marriage contract that are for the woman’s benefit. However, a creditor does not have the right to collect his debt even with an oath if the borrower is absent, in case he has already been paid.

150 And Rava said that Rav Naḥman said: Even a creditor can collect payment with an oath in the borrower’s absence, so that each and every person will not take his friend’s money by means of a loan and go and reside in a country overseas to prevent the lender from collecting the money from his

property. And if that were to occur, you would be locking the door in the face of borrowers, as no one would be willing to lend them money.

151 § The mishna teaches: Rabbi Shimon says: Whenever she claims her marriage contract, the heirs administer an oath to her. The Gemara asks: To which statement in the mishna is Rabbi Shimon referring? Rabbi Yirmeya said: He is referring to this statement: And one who comes to collect her marriage contract when not in her husband's presence can collect it only by means of an oath. This implies that the halakha is no different if she comes to claim money from the orphans for sustenance, and it is no different if she demands payment for her marriage contract. And Rabbi Shimon comes to say that whenever she claims her marriage contract the heirs can administer an oath to her that she has not taken anything of theirs.

152 If she does not claim her marriage contract, the heirs do not administer an oath to her. And they disagree with regard to the issue that is the subject of the dispute of Ḥanan and the sons of the High Priests, as we learned in a mishna (104b): With regard to one who went to a country overseas and his wife claims money for sustenance, Ḥanan says: She takes an oath at the conclusion, when she comes to claim her marriage contract, that her husband did not leave her with any money and that she took from his estate only what she needed for her sustenance. And she does not take an oath at the beginning, when she takes the allowance for her sustenance from his estate.

153 The mishna continues: The sons of the High Priests disagreed with him, and said: She takes an oath that her husband did not leave her any money at the beginning, when she comes to take money for sustenance, and at the conclusion, when she comes to claim her marriage contract. Rabbi Yirmeya suggests: Rabbi Shimon holds like Ḥanan, that she takes an oath only when she comes to collect her marriage contract. And the Rabbis, who disagree, hold like the sons of the High Priests, that she must also take an oath when she collects money for her sustenance.

154 Rav Sheshet objects to Rabbi Yirmeya's statement: If the dispute is with regard to a woman who comes to collect money for her sustenance while her husband is away, why would the mishna employ this phrase: The heirs administer an oath to her? It should have said that the court administers an oath to her, as this oath would be administered by the court.

155 Rather, Rav Sheshet said that Rabbi Shimon's statement is referring to this earlier mishna (86b): If a woman who was exempted from an oath by her husband went from her husband's grave, immediately after her husband's death, to her father's house, without handling her late husband's property, or in a case where she returned to her father-in-law's house and did not become a steward, then the heirs cannot administer an oath to her with regard to her actions in their father's lifetime. And if she became a steward, the heirs may administer an oath to her about the future, i.e., anything she did with the property after the death of her husband, but they cannot administer an oath to her with regard to what took place in the past, during her husband's lifetime. And Rabbi Shimon came to say that whenever she claims her marriage contract the heirs can administer an oath to her, but if she does not claim her marriage contract, the heirs do not administer an oath to her.

156 Rav Sheshet explains: And they disagree with regard to the issue that is the subject of the dispute of Abba Shaul and the Rabbis, as we learned in a mishna (Gittin 52a): A steward who was appointed by the father of orphans to take care of their property must take an oath when the orphans come of age and he returns their property. He takes an oath that he did not appropriate anything for himself. If the court appointed him steward, he need not take an oath. The Sages exempted him from an oath so

that people would not refrain from serving as stewards. Abba Shaul says: The matters are reversed. If the court appointed him, he must take an oath; if the father of orphans appointed him, he need not take an oath. It is an honor to be appointed steward by the court, and to receive this honor he would not mind being obligated to take an oath. If he was appointed by the father, it is clear that the father trusted him and relied on him.

157 Rav Sheshet completes his explanation: Rabbi Shimon holds in accordance with the opinion of Abba Shaul, as the woman is comparable to a steward appointed by the father of the orphans. Therefore, she cannot be compelled to take an oath about the future, unless she comes to claim her marriage contract. And the Rabbis here hold in accordance with the opinion of the Rabbis there, that a steward appointed by the father is obligated to take an oath.

158 Abaye objects to Rav Sheshet's statement: This phrase, that the heirs can administer an oath to her whenever she claims her marriage contract, is appropriate only if Rabbi Shimon is more stringent than the Rabbis, who exempt her from an oath in all cases. However, since according to Rav Sheshet his opinion is the more lenient one, he should have said: If she claims, meaning that she is required to take an oath only when she claims her marriage contract.

159 Rather, Abaye said that Rabbi Shimon's statement is referring to this clause of the mishna (86b): If the husband wrote for her: I do not have the right to administer a vow or an oath upon you, he cannot administer an oath to her. If he wrote: Neither I, nor my heirs, nor those who come on my authority have the right to administer a vow or an oath upon you, or upon your heirs, or upon those who come on your authority, he cannot administer an oath to her or them; not he, nor his heirs, nor those who come on his authority may administer an oath, not to her, nor her heirs, nor those who come on her authority. And Rabbi Shimon came to say that whenever she claims her marriage contract the heirs can administer an oath to her.

160 Abaye explains: And they disagree with regard to the issue that is the subject of the dispute of Abba Shaul ben Imma Miriam and the Rabbis. Rabbi Shimon holds in accordance with the opinion of Abba Shaul, that even if the husband exempted her from an oath she must still take an oath before she can collect from the property of orphans. And the Rabbis here hold in accordance with the opinion of the Rabbis there, that if he exempted her from all oaths she can collect payment without an oath.

161 Rav Pappa objects to this: This works out well in explaining Rabbi Shimon's disagreement with the Rabbis, where he said that she must take an oath whenever she demands payment for her marriage contract. However, what can be said about the second part of Rabbi Shimon's statement, where he speaks of one who does not demand payment for her marriage contract? According to Abaye's explanation, that clause does not add or teach anything.

162 Rather, Rav Pappa said that Rabbi Shimon is not referring to that mishna. His opinion is to the exclusion of Rabbi Eliezer and those who dispute him (86b), all of whom agree that the woman can be compelled to take an oath that she did not appropriate anything from her husband's property. The Rabbis hold that she can be compelled to take an oath only if she was appointed steward, whereas Rabbi Eliezer holds that she can always be compelled to take an oath. Rabbi Shimon, who disagrees with both opinions, contends that the heirs can administer an oath to her only when she comes to collect her marriage contract, at which point they can administer an oath about other matters,

including the work done with her spindle. However, if she does not claim her marriage contract, they cannot administer an oath to her even with regard to her work as steward or storekeeper.

163 MISHNA: In a case where a woman produced a bill of divorce and it was unaccompanied by a marriage contract, and she demands that her husband pay her marriage contract,

164 she collects payment of her marriage contract, and he cannot claim that he already paid it.

165 If she produced a marriage contract, and it was unaccompanied by a bill of divorce, and she says: My bill of divorce was lost, and he says: Just as your bill of divorce was lost, so too my receipt for the payment of your marriage contract was lost; and likewise, in a case of a creditor who produced a promissory note after the Sabbatical Year, unaccompanied by a document that prevents the Sabbatical Year from forgiving an outstanding debt [prosbol], and demanded payment of the debt, these debts may not be collected.

166 Rabban Shimon ben Gamliel says: From the time of danger and onward, after the ruling authorities banned the performance of mitzvot, people would destroy a bill of divorce or a prosbol immediately after they were signed, a woman collects payment of her marriage contract without a bill of divorce, and a creditor collects debts owed to him without a prosbol. The assumption is that due to the circumstances these documents were written but were not preserved.

167 GEMARA: Conclude from the mishna that when one repays a debt, the creditor writes a receipt and gives it to the debtor as proof of payment, as, if one does not write a receipt, then in the case in the mishna where she receives payment of her marriage contract by producing her bill of divorce, let us be concerned lest she produce her marriage contract in a different court and collect payment with it a second time. In the absence of a receipt, the husband cannot prove that the debt was paid.

168 Rav said: That is no proof, as we are dealing with a place where one does not write a marriage contract. In those places, there is a general stipulation of the Sages that a husband must pay his wife the sum of the marriage contract even if no document was written. Therefore, there is no concern lest she produce the marriage contract at a later stage. And Shmuel said that the mishna is referring even to a place where one writes a marriage contract, which she claims to have lost.

169 The Gemara asks: And according to Shmuel, does one in fact write a receipt? Rav Anan said: It was explained to me personally by the Sage Shmuel himself: The mishna is addressing two different cases. In a place where one does not write a marriage contract and the husband said: I wrote a marriage contract, it is incumbent upon him to bring proof that he wrote one. In that case, if he does not provide proof, she can collect payment. In a place where one writes a marriage contract and she said: He did not write one for me, she must bring proof that he did not write a marriage contract. Only then can she collect payment without one.

170 And even Rav retracted his interpretation of the mishna, as Rav said the following ruling: Both in a place where one writes a marriage contract and in a place where one does not write a marriage contract, if she produces only a bill of divorce, she collects the main sum of the marriage contract. The Sages established minimum sums to serve as the principal payment of the marriage contract: Two hundred dinars for a virgin and one hundred for a non-virgin. If she produces a marriage contract that specifies a larger sum, she collects only the additional sum and not the main sum, as there is a concern that she collected the main sum previously by producing the bill of divorce. And whoever wishes to challenge this solution, let him come and challenge it. There is no longer any

possibility of deceit, as she will gain nothing by producing the marriage contract in a second court after having collected her marriage contract by producing her bill of divorce in a first court.

171 The Gemara objects: We learned in the mishna: If she produced a marriage contract, and it was unaccompanied by a bill of divorce, and she says: My bill of divorce was lost, and he says: Just as your bill of divorce was lost, so too my receipt for the payment of your marriage contract was lost; and likewise, in a case of a creditor who produced a promissory note after the Sabbatical Year, unaccompanied by a prosbol, and demanded payment of the debt, these debts may not be collected.

172 The Gemara presents the question: Granted, according to Shmuel, this is reasonable. He establishes the mishna as referring to a place where the common practice is that one does not write a marriage contract, and the husband previously had said: I wrote one, and therefore did not want to pay the marriage contract when she produced the bill of divorce, as he was concerned that she would later produce the marriage contract and demand payment again. As in that case we say to him, according to Shmuel: Bring proof that you wrote a marriage contract, and if he does not bring proof, we say to him: Go and pay her based on the bill of divorce. Now, when she produces her marriage contract and the husband claims that he paid her by means of the bill of divorce and has lost the receipt, the mishna rules that this debt cannot be collected.

173 The Gemara completes the question: However, according to Rav, why does the mishna state that the debt cannot be collected? Although she cannot now collect the main sum of her marriage contract, because he can claim that she already received this sum in a different court by means of her bill of divorce, she should be able to collect the additional sum by virtue of the marriage contract, as she could not have received that by producing the bill of divorce alone.

174 Rav Yosef said: With what are we dealing here? It is a case where there are no witnesses to the divorce present there. Since the husband can say: I did not divorce her and she is entitled to nothing,

175 he can also say: I divorced her and gave her the payment of her marriage contract.

176 The Gemara asks: From the fact that the last clause of the mishna teaches that Rabban Shimon ben Gamliel says: From the time of danger and onward, a woman collects payment of her marriage contract without a bill of divorce, and a creditor collects payment without a prosbol, apparently we are dealing with a case when there are witnesses to the divorce. As, if there are no witnesses to the divorce, with what proof does she collect the marriage contract? The mishna must be referring to a case where there are witnesses present, and therefore the husband cannot claim that he never divorced her.

177 Rather, the Gemara rejects the previous explanation and explains: The entire mishna is according to the opinion of Rabban Shimon ben Gamliel, and the mishna is incomplete and is this is what it is teaching: These debts may not be collected. In what case is this statement said? It is when there are no witnesses to the divorce present there. However, if there are witnesses to the divorce present there, she collects the additional sum listed in the document and not the main sum, lest she later produce the bill of divorce and demand payment a second time. And as for the main sum of the marriage contract, if she produces a bill of divorce, she collects it. But if she does not produce a bill of divorce, she does not collect it.

178 The Gemara continues the modified version of the mishna: And from the time of danger and onward, even if she does not produce a bill of divorce, she collects the main sum of her marriage

contract as well, as Rabban Shimon ben Gamliel says: From the time of danger and onward a woman collects payment of her marriage contract without a bill of divorce, and a creditor collects payment without a prosbol.

179 Rav Kahana and Rav Asi said to Rav: According to your opinion, that you said that a woman who produces a bill of divorce collects the main sum, then in the case of a widow from marriage, with what proof does she collect the main sum of her marriage contract, as she has no bill of divorce? She can claim the main sum with witnesses to his death. But shouldn't we be concerned that perhaps he divorced her before he passed away, and after receiving her marriage contract by means of the witnesses to his death, she will produce the bill of divorce he gave her and collect payment with it a second time? Rav answered: She can collect payment with witnesses to her husband's death only when she was living under the jurisdiction of her husband the entire time, and it is clear that he did not divorce her.

180 The Gemara raises a difficulty: But perhaps he divorced her near his death, in which case it is not known that she was divorced. She could then demand payment for her marriage contract twice. The Gemara answers: In that case, it is he who caused his own loss, by failing to inform others of the divorce, and it is not necessary to be concerned that such a situation could occur.

181 Rav Kahana and Rav Asi asked Rav another question: With what proof can a widow from betrothal collect her marriage contract? She can collect the payment with witnesses to his death. But once again, shouldn't we be concerned that perhaps he divorced her beforehand, and after receiving her marriage contract based on the evidence of the witnesses, she will produce the bill of divorce he gave her and collect a second time with it? Since a betrothed woman does not live with her husband, there would be no indication that he had divorced her.

182 Rather, it must be that wherever it is not possible otherwise to know if a woman already received her marriage contract, one writes a receipt, as if you do not say so with regard to the witnesses to his death themselves, we should be concerned that perhaps she will bring out witnesses to his death in this court and collect payment for her marriage contract, and again bring out witnesses in a different court and collect payment for her marriage contract a second time. This could continue many times. Rather, it must certainly be the case that wherever it is not possible otherwise to know if a woman already received her marriage contract, one writes a receipt.

183 Mar the Elder, son of Rav Ḥisda, said to Rav Ashi: From where do we know that a widow from betrothal has a marriage contract? Perhaps the Sages instituted the marriage contract only for married women. If we say that it is derived from this mishna (54b): If a woman is widowed or divorced, whether from betrothal or whether from marriage, she collects the entire amount of her marriage contract, including the additional sum, this mishna is not proof. Perhaps the mishna is referring to a case where he wrote a marriage contract for her on his own accord. That does not prove that there is an enactment of the Sages that a husband must write a marriage contract for his betrothed.

184 And if you would say in response that if that mishna is referring to a case where he wrote the marriage contract for her, what is the purpose of stating that she collects the entire sum, since it is clear that she receives the full amount, as she has the document in her possession; perhaps this is meant to exclude the statement of Rabbi Elazar ben Azarya, who said that a betrothed woman who was divorced or widowed is not entitled to the additional sum written in the marriage contract, as the groom wrote this additional amount for her only in order to marry her.

185 The Gemara comments: The language of the mishna is also precise, that it is referring to a case where he wrote the marriage contract for her, as it teaches: She collects the entire amount. Granted, if you say that he wrote a marriage contract for her, it is due to that reason that she collects the entire amount, both the main sum and additional sum written in the marriage contract. But if you say that he did not write a marriage contract for her, and she collects a payment only because of the rabbinic ordinance, what is the meaning of: She collects the entire sum? She has only one hundred dinars or two hundred dinars, as enacted by the Sages, and no more. The phrase: Entire sum, is inappropriate according to this opinion.

186 But rather, the proof that a widow from betrothal receives a marriage contract is from that which was taught by Rav Ḥiyya bar Avin: Upon the death of one's betrothed wife, he does not receive the status of an acute mourner, one whose close relative has died but has not yet been buried, nor become impure if he is a priest. And likewise, she neither receives the status of an acute mourner nor becomes impure for him. If she dies, he does not inherit from her. If he dies, she collects payment of her marriage contract. This shows that a widow from betrothal receives a marriage contract.

187 The Gemara refutes this proof in the same manner as before: Perhaps this is referring to a case where he wrote a marriage contract for her on his own accord. And if you would say in response that if that mishna is referring to a case where he wrote the marriage contract for her, what is the purpose of stating that she collects the payment, as this is obvious and teaches nothing new; perhaps it was necessary for him to mention that despite the fact that the man wrote a marriage contract for her, if she dies, he does not inherit from her. The discussion concludes without a source for the halakha that a widow from betrothal receives a marriage contract.

188 Rav Naḥman said to Rav Huna: According to Rav, who said that if she produces a bill of divorce she can collect the main sum of her marriage contract, shouldn't there be a concern lest she produce the bill of divorce in this court and collect with it, and again produce it in a different court and collect with it? And should you say that we tear it, as the court does to other documents that have been paid, she will not let us do so, for she will say: I do not want you to tear the bill of divorce because I need it, so that when I want to marry again I can prove with it that I am divorced.

189 Rav Huna responded: The solution is that we tear it and write the following on its back: We tore this bill of divorce, not because it is an invalid bill of divorce, but in order that she not return and collect with it another time.

190 MISHNA: If a woman had two bills of divorce and two marriage contracts as a result of her divorce and remarriage to the same man, the fact that she is in possession of these documents proves that she was never paid for her first marriage contract, and she collects two marriage contracts.

191 If she was in possession of two marriage contracts and only one bill of divorce; or if she had one marriage contract and two bills of divorce; or if she had a marriage contract, a bill of divorce, and witnesses to her husband's death after their remarriage, she collects payment of only one marriage contract. This is because there is a presumption that one who divorces his wife and remarries her, remarries her with the intention of using her first marriage contract, and she agrees that she collects payment of only the original document. This is the presumption, unless he wrote another marriage contract for her.

192 GEMARA: The mishna states that if she had two marriage contracts and one bill of divorce, she can collect only one marriage contract. However, it does not specify which marriage contract she can

claim. Does this mean that if she desires, she can collect payment of the marriage contract with this one, and if she desires, she can collect payment with that one? In that case, if she prefers she can use the document that promises the larger sum, and if she prefers to use the marriage contract with the earlier date in order to be able to collect property that her husband had sold to others between the dates on the two documents, she may collect with that one.

193 The Gemara asks: If that is the case, let us say that it is a conclusive refutation of a statement that Rav Naḥman said that Shmuel said, as Rav Naḥman said that Shmuel said: If there are two documents that are issued one after the other, each recording the same transaction of a sale or a gift and they are separated by a few days, it is assumed that the second document cancels the first one. Why not say in this case as well that the second marriage contract voids the first one?

194 The Gemara answers: Was it not stated with regard to the halakha Rav Naḥman quoted in the name of Shmuel that Rav Pappa said: And Rav Naḥman concedes that if he added to the transaction detailed in the second document a palm tree that was not mentioned in the first document, this shows that he did not intend to cancel the first document. Rather, he wrote the second document as an addition to the first document. Here too, the Gemara is dealing with a case when he added an additional sum for her in the second marriage contract. This proves that he wanted to add to the first marriage contract, and not to void it.

195 The Sages taught: If she produced a bill of divorce, a marriage contract, and witnesses to her husband’s death,

196 if the date of the bill of divorce precedes the date of the marriage contract, she collects payment for her two marriage contracts. She is entitled to the first marriage contract by virtue of the bill of divorce. She is entitled to the second one because she has shown that it was written for her when they remarried. If the date of the marriage contract precedes the date of the bill of divorce, she collects payment of only one marriage contract. This is because it is presumed that one who divorces his wife and remarries her, remarries her with the intention of using her first marriage contract, unless there is a reason to say otherwise.

197 MISHNA: In the case of a minor who was married off by his father, the wife’s marriage contract that the minor wrote is valid even after the husband comes of age. He cannot excuse himself by saying that it was drafted when he was a minor, as it is on this condition, the terms of this marriage contract, that he maintained her as his wife upon his maturity. Similarly, in the case of a convert whose wife converted with him, the marriage contract that she had as a gentile is valid, for on this condition he maintained her as his wife.

198 GEMARA: Rav Huna said: They taught that the wife of a minor or convert receives payment only with regard to the main sum of one hundred dinars or two hundred dinars. However, she does not have the right to receive the additional sum that he wrote in her marriage contract, because this document is not legally binding, as it was written by a minor. She receives the main sum only as a result of an ordinance instituted by the Sages. And Rav Yehuda said: She has even the additional sum.

199 The Gemara raises an objection against the opinion of Rav Yehuda from a baraita: If a minor who came of age or a gentile who converted then introduced an additional sum to the marriage contract, she takes the additional sum that they introduced. The Gemara infers: Yes, the woman receives what

they introduced. However, if they did not introduce an additional sum, she does not collect, even if it was written in the original marriage contract.

200 The Gemara refutes this proof: Say that this means that she takes even that which they introduced, in addition to the entire amount of her original marriage contract. The Gemara asks: But the tanna did not teach this, and the continuation of the baraita states the opposite: If they introduced a new sum, she takes the additional sum that which they introduced. If they did not introduce a new sum, a virgin collects two hundred dinars and a widow one hundred dinars. She does not collect the additional sum listed in the marriage document. This provides a conclusive refutation of the statement of Rav Yehuda, whose opinion is rejected.

201 The Gemara explains: Rav Yehuda was misled by the language of the mishna and reached an incorrect conclusion. He thought that the phrase: Her marriage contract is valid, is referring to the entire matter, the entire sum of the marriage contract. But that is not so, as it is referring only to the main sum of the marriage contract that was established by the Sages, and not to any additional sum.

## Chapter 10

1 MISHNA: In the case of one who was married to two women and died, the first woman he married precedes the second in collecting the payment specified in her marriage contract if there are insufficient funds to pay both, because her document is dated earlier. So too, if the wives died after their husband before they received payment for their marriage contracts, the heirs of the first wife precede the heirs of the second wife in collecting these payments.

2 If he married a first woman and she subsequently died, and he then married a second woman and he subsequently died, the second wife and her heirs precede the heirs of the first wife. This is because the marriage contract of the second wife is considered a debt that the estate of the deceased is required to pay, whereas the claim of the heirs of the first wife is based on the stipulation in the marriage contract that male children inherit their mother’s marriage contract. Heirs receive their share of the estate only from property that remains after all debts have been settled.

3 GEMARA: From the fact that it teaches: The first woman he married precedes the second in collecting the payment of her marriage contract, and it does not teach simply that the first woman has the right to receive payment of her marriage contract and the second does not have that right, the mishna thereby teaches by inference that if the second preceded the first and seized property in payment of her marriage contract, we do not expropriate it from her, because her rights to the property are not completely canceled.

4 The Gemara suggests: Learn from the mishna the following principle: In the case of a creditor holding a promissory note dated later than the notes of other creditors who preceded the other creditors and collected his debt, whatever he collected, he has collected, and it is not expropriated from him even if the debtor does not have the means to pay back all his creditors.

5 The Gemara rejects this conclusion: Actually, I will say to you that what he collected, he has not collected, i.e., he must restore the property to the debtor so that the latter can pay the other creditors. And what does the mishna mean when it teaches that the first wife precedes the second? It teaches that the first wife completely precedes the second and is granted exclusive rights to collect the

payment of her marriage contract. As we learned in a mishna (Bava Batra 115a): A son precedes a daughter in matters of inheritance. Were she to come first and take part of the inheritance, it would not become hers; the son completely precedes her, so that in cases where there is a male heir, the daughter receives nothing. The same understanding of the word precedes applies in this matter as well.

[6] There are those who say that the discussion was as follows: From the fact that it does not teach: If the second wife preceded the first wife and seized property it is not expropriated from her, it proves by inference that if the second wife preceded the first and seized property as payment for her marriage contract, we do appropriate it from her.

[7] The Gemara suggests: Learn from the mishna the following rule: In the case of a creditor holding a promissory note dated later than the notes of other creditors who preceded the other creditors and collected his debt, whatever he collected, he has not collected, i.e., it is expropriated from him.

[8] The Gemara rejects this conclusion: Actually, I will say to you that what the later creditor collected, he has collected, but since the mishna taught later: The second wife and her heirs precede the heirs of the first, so that even if the heirs of the first wife seize property, they do not legally acquire it and it is expropriated from them, because they are collecting an inheritance rather than a debt,

[9] it taught the first clause as well with the same wording: The first woman precedes the second, without elaborating that the property would not be expropriated from the second if she were to seize it in payment of her marriage contract.

[10] § The mishna taught: If he married the first woman, etc. The Gemara notes: Conclude three conclusions from this statement: Conclude from it that if one of the man’s wives died in his lifetime and the other one died following his death, then the sons of the first wife are entitled to collect the marriage contract concerning male children and we are not concerned that this would lead to quarreling.

[11] The Gemara asks: From where is it known that this is correct? From the fact that it teaches: The second wife and her heirs precede the heirs of the first wife, it can be inferred that they precede the heirs of the first, but if there are enough funds in the estate for all the claims against it, then the children of the first wife do take their share of the dowry.

[12] The second point one can conclude from it is that one marriage contract becomes surplus for the other. The Sages ruled that each son may claim his mother’s marriage settlement only when the value of the estate exceeds the sum total of the marriage contracts by at least one dinar, so that the biblical laws of inheritance can be fulfilled. Since the marriage settlement collected by the heirs of the second wife is considered a debt owed by the estate, this sum is considered to have been paid equally by all the heirs. The biblical laws of inheritance have thereby been fulfilled, and the sons of the first wife can claim the marriage contract concerning male children even if nothing will be left in the estate after they have collected their payment.

[13] The Gemara asks: From where is it known that this is correct? The Gemara answers: From the fact that it does not teach in the mishna: If there is a surplus of a dinar in addition to the value of all the marriage contracts.

[14] And conclude from it a third point, that when one collects the payment for the marriage contract concerning male children, he cannot seize liened property that his father sold to others, as one can when collecting a debt. As, if it should enter your mind that it can be repossessed from liened property, then let the sons of the first wife come and repossess land already claimed by the sons of the second wife as payment for their mother's marriage contract, since the land the sons of the second wife took was previously liened, due to the marriage contract of the first wife. Rather, the children of the first wife are viewed not as creditors but as heirs, who cannot repossess property sold by their father.

[15] Rav Ashi objects to two of the three conclusions stated above: From where is it known that all of this is correct? Perhaps I could actually say to you that if one wife died in his lifetime and one died following his death, then no one is entitled to collect the marriage contract concerning male children. And what does the mishna mean when it says precede? It does not mean that if there are enough assets remaining, the sons of the first wife receive the sum of their mother's marriage settlement. Rather, it is teaching that after the sons of the second wife receive the sum of their mother's marriage settlement, the sons from both marriages inherit equal shares of the remaining estate.

[16] And if you would say that if the mishna is referring to the inheritance of the remainder of the estate, why do I need the mishna to mention the heirs of the first wife; since it is teaching a halakha concerning their inheritance from their father and not their inheritance from their mother, why refer to them as the heirs of the first wife? One could reply that since it taught: The second wife and her heirs, the mishna also taught the parallel phrase: The heirs of the first wife, but no halakhic conclusions should be drawn from this.

[17] And concerning what you said that one marriage contract becomes surplus for the other, this too can be rejected: Perhaps I could actually say to you that one marriage contract does not become surplus for the other, and that the case under discussion here is where there is a surplus of an additional dinar, and the reason why it was not explicitly mentioned is because it is not the subject of our mishna.

[18] § The Gemara notes that in a case where one wife died in his lifetime and one died following his death, there is a dispute between tanna'im if the sons of the wife who died in her husband's lifetime are entitled to collect their mother's marriage settlement. As it is taught in a baraita: If they died, one in his lifetime and one following his death, ben Nanas says: The sons of the first wife can say to the sons of the second wife: You are the children of a creditor, so collect your mother's marriage contract and leave, and we will inherit the rest of the estate due to the marriage contract concerning male children.

[19] Rabbi Akiva says: When the husband died, the inheritance already eluded the sons of the first wife and came into the possession of the sons of the second wife as an inheritance, i.e., the Sages did not institute the marriage contract concerning male children in a case where one of the wives was alive when the husband died. Consequently, after the sons of the second wife collect their mother's marriage settlement, the remainder of the estate is divided evenly between all the man's sons.

[20] The Gemara comments: What, is it not that they disagree about this: One Sage, ben Nanas, holds that in a case where one wife died in his lifetime and one died following his death, the first wife's sons are entitled to collect the marriage contract concerning male children. And the other Sage,

Rabbi Akiva, holds that in a case where one wife died in his lifetime and one died following his death, the first wife's sons are not entitled to collect the marriage contract concerning male children.

[21] Rabba said: I found the Sages of the school of Rav sitting and saying: Everyone agrees that in a case where one wife died in his lifetime and one died following his death, the first wife's sons are entitled to collect the marriage contract concerning male children. Here, however, they disagree with regard to the question of whether or not one marriage contract becomes surplus for the other in a case where there is no surplus of an additional dinar with which to fulfill the biblical laws of inheritance. And the same is true with regard to payment made to a creditor, i.e., they disagree whether paying a creditor of their father is a sufficient fulfillment of the biblical laws of inheritance to allow collection of the marriage contract concerning male children.

[22] One Sage, ben Nanas, holds that one marriage contract becomes surplus for the other, and the same is true with regard to payment made to a creditor, and one Sage, Rabbi Akiva, holds that one marriage contract does not become surplus for the other, and the same is true with regard to the debt owed to a creditor.

[23] Rabba continues: And I said to them: With regard to payment made to a creditor, everyone agrees that it is considered surplus and fulfills the biblical laws of inheritance, even given the lien attached to it. When they disagree it is with regard to whether a marriage contract can be considered surplus.

[24] Rav Yosef objects to this. If that is so, then why did it say in the baraita that Rabbi Akiva says: The inheritance already eluded them? Rather, it should have said: If there is a surplus of a dinar, since that is the actual focal point of the disagreement.

[25] Rather, Rav Yosef said: They disagree with regard to the basic issue of whether the Sages instituted the marriage contract concerning male children in a case where one wife died in his lifetime and one died following his death, as was explained initially.

[26] And these tanna'im, ben Nanas and Rabbi Akiva, are like those other tanna'im, who debated this very same point, as it is taught in a baraita: If he married a first woman and she subsequently died, and he then married a second woman and he subsequently died, the sons of this woman, i.e., the second wife, come after her death and collect payment of their mother's marriage contract if she did not collect it while she was alive, while the rest of the estate is distributed equally between all the sons. Rabbi Shimon says: If there is a surplus of a dinar, these sons of the first wife collect their mother's marriage contract, namely, the marriage contract concerning male offspring, and these sons of the second wife collect their mother's marriage contract, and if not, they divide the entire estate equally among themselves.

[27] What, is it not that they disagree with regard to the following: One Sage, Rabbi Shimon, holds that in a case where one wife died in his lifetime and one died following his death, the sons of the first wife are entitled to collect the marriage contract concerning male children; and one Sage, the first tanna, holds that in a case where one wife died in his lifetime and one died following his death, the sons of the first wife are not entitled to collect the marriage contract concerning male children, and only the second wife's sons collect their mother's marriage contract.

[28] The Gemara rejects this: No, it is possible to say that everyone agrees that in a case where one wife died in his lifetime and one died following his death, the sons of the first wife are entitled to collect the marriage contract concerning male children,

[29] and here they disagree about a dinar’s worth of real estate: One Sage, the first tanna, holds that if the surplus was in the form of real estate, meaning that there was sufficient real estate to cover the sums specified in the marriage contracts and one dinar’s worth of land was still left over, then yes, each can claim his mother’s marriage contract, but if the surplus of the dinar was only in movable property, then no, they cannot; and one Sage, Rabbi Shimon, holds that the heirs may claim the marriage contracts even if the surplus is in movable property.

[30] The Gemara asks: But how can you say that? Didn’t we learn in the mishna (91a) that Rabbi Shimon says: Even if there is property that does not serve as a guarantee for a loan, i.e., movable property, it is considered as nothing, unless there is property that serves as a guarantee for a loan with a promissory note, i.e., land, exceeding the value of the two marriage contracts by at least one additional dinar.

[31] Rather, here they disagree about a dinar of liened property: One Sage, the first tanna, holds that if the surplus was in the form of unsold property, then yes, each can claim the sum specified in his mother’s marriage contract, but if the surplus was only in liened property then no, he cannot. And one Sage, Rabbi Shimon, holds that it is deemed a surplus even if it was in the form of liened property.

[32] The Gemara asks: If that is so, the baraita should not have stated Rabbi Shimon’s opinion using the conditional: Rabbi Shimon says: If there is a surplus of a dinar. In this case such a surplus certainly exists, and therefore it should have said: Since there is a surplus of a dinar.

[33] Rather, the dispute can be explained differently: They disagree about a case where there is less than a dinar of surplus: One Sage, the first tanna, holds that if the surplus was worth a dinar, then yes, each can claim his mother’s marriage contract, but if it was less than a dinar then no, he cannot. And one Sage, Rabbi Shimon, holds that it is deemed a surplus even if it was less than a dinar.

[34] The Gemara asks: But Rabbi Shimon said: If there is a surplus of a dinar, and not less. And if you would say: Reverse the interpretation of the opinion of the first tanna in the baraita cited above, that would be unacceptable, because the first tanna of the mishna (91a), who is presumably identical to the first tanna of the baraita, also said that the surplus must be at least one dinar.

[35] The Gemara concludes: Rather, the dispute in the baraita must be explained according to those first two formulations cited above, that they disagree about a surplus in movable property or about a surplus in liened property. And reverse the interpretation of the opinion of the first tanna, so that he holds that the sons of the first wife may collect her marriage settlement if there is a surplus in their father’s estate of one dinar worth of movable property or liened property, whereas Rabbi Shimon holds that there must be a surplus of one dinar worth of land that is not liened.

[36] Mar Zutra said in the name of Rav Pappa: The halakha in the case where one wife died in his lifetime and one died following his death is that the sons of the first wife are entitled to the collect the marriage contract concerning male children, and furthermore, that one marriage contract becomes surplus for the other.

[37] The Gemara wonders: Granted, if Mar Zutra would have taught us only that in a case where one wife died in his lifetime and one died following his death, the sons of the first wife are entitled to collect the marriage contract concerning male children, and he would not have taught us that one marriage contract becomes surplus for the other, I would say that if there is a surplus of a dinar after

the payment of both marriage settlements, then yes, the sons of the first wife can claim their mother’s marriage settlement, but if not, then no, they cannot.

[38] However, let him teach us only that one marriage contract becomes surplus for the other, and I would know that it is due to the fact that if one wife died in his lifetime and one died following his death, the sons of the first wife are entitled to claim payment of the marriage contract concerning male children.

[39] The Gemara answers: If he would have taught us only that, that a marriage contract can serve as a surplus, I would say that this applies specifically in a case where an individual married three women, and two of them died in his lifetime and one after his death, and that wife who died after his death had given birth to a daughter but no sons, and the daughter does not inherit any part of the estate. Although the daughter is entitled to be sustained from her father’s estate, she has no claim to a share in the inheritance. Consequently, there is no concern for quarreling, as all the heirs are in the same situation.

[40] However, in a case where one wife died in his lifetime and one died after his death, where the one who died after his death had given birth to a son who is suing for his portion of the estate, one could say that there is a concern about quarreling arising from the complaints of the son of the second wife. Therefore, Mar Zutra mentions both halakhot explicitly in order to teach us that this concern is not taken into account.

[41] MISHNA: In the case of one who was married to two women and the women died, and subsequently he died, and the orphans of one of the wives are now seeking to collect the payment specified in their mother’s marriage contract, i.e., the marriage contract concerning male children, but there is only enough in the estate to pay the value of the two marriage contracts, the marriage contract concerning male children cannot be collected, and the sons distribute the estate equally among themselves according to the biblical laws of inheritance.

[42] If there was a surplus of a dinar left there, in the estate, beyond the value of the two marriage contracts, then these sons collect their mother’s marriage contract and those sons collect their mother’s marriage contract, and the remaining property valued at a dinar is divided equally among all the sons.

[43] If the orphans who are entitled to receive the marriage settlement of greater value say: We inflate the value of our father’s property by a dinar, i.e., we agree to evaluate the property we will receive for our mother’s marriage settlement at a value higher than the market value so that there will be a dinar left in the estate after the two marriage contracts have been paid, so that they can collect their mother’s marriage contract, the court does not listen to them. Rather, the value of the property is appraised in court, and the distribution of the estate is based on that evaluation.

[44] If there was potential inheritance there, meaning that there was no surplus of a dinar in the existing properties of the estate, but there was property that was expected to be paid to the estate and which would increase the overall value of the estate so that there would be a surplus of a dinar after the payment of the marriage contracts, these properties are not considered to be in the possession of the estate in determining the total value of the estate.

[45] Rabbi Shimon says: Even if there is property that does not serve as guarantee for a loan, i.e., movable property, there in the estate, it does not have any impact on the value of the estate. The

marriage contracts concerning male children are not collected unless there is property that serves as a guarantee, i.e., land, exceeding the value of the two marriage contracts by at least one additional dinar.

[46] GEMARA: The Sages taught in a baraita: If this wife had a marriage contract valued at one thousand dinars and that wife had a marriage contract valued at five hundred dinars, if there is a surplus of one dinar, then these sons collect their mother's marriage contract and those sons collect their mother's marriage contract. And if not, they divide the inheritance equally.

[47] The Gemara notes: It is obvious that if there were abundant properties, i.e., there was a surplus of a dinar above the value of the two marriage settlements at the time of the man's death, but they depreciated before the sons collected the marriage settlements, the heirs have already acquired rights to the marriage settlements. However, what is the halakha if the estate's holdings were few, i.e., there was no surplus at the time of the man's death, but they appreciated before the sons divided the estate, so that there was a surplus? Do the sons collect the mothers' marriage settlements?

[48] The Gemara suggests: Come and hear a solution based upon the following case: The properties of the house of bar Tzartzur were few, i.e., there was no surplus beyond his wives' marriage settlements, and they appreciated. The sons of the two wives came before Rav Amram to discuss the matter. He said to the sons of the wife who had the more valuable marriage contract: Go appease the sons of the other wife and give them some of your share. They did not heed his advice.

[49] He said to them: If you will not appease them, I will strike you with a thorn [silva] that does not draw blood, i.e., I will excommunicate you. He sent them before Rav Naḥman. Rav Naḥman said to them: Just as the halakha is that if the properties were abundant but depreciated,

[50] the heirs acquired rights to the mothers' marriage contracts due to the value of the estate when their father died, so too, in a case where the properties were few and the value subsequently appreciated, the heirs have acquired rights to divide the entire estate equally, due to the value of the estate when their father died.

[51] § This is a mnemonic device for the following halakhot, which are connected in one way or another to the problem being dealt with in the mishna: One thousand, and one hundred, mitzva, in the marriage contract, Ya'akov, set up, his fields, with words, disputants.

[52] There was a certain man who had a creditor with a claim of one thousand dinars against him. He had two mansions [appedanei]. He sold them, one for five hundred and the other one also for five hundred. The creditor came and repossessed one of them from the purchaser, as the repayment of part of his debt. He subsequently sought to repossess the other mansion as well, in payment for the remainder of his debt.

[53] The purchaser took one thousand dinars and went to the creditor. He said to him: If the first mansion that you repossessed is worth one thousand dinars to you, very well, let it be yours in exchange for the entire sum that is owed to you, and if not, take these one thousand dinars and abrogate your rights to both of the mansions, leaving them both in my possession.

[54] Rami bar Ḥama thought to say that this case is identical to that which is taught in the mishna: If the orphans say: We inflate the value of our father's property by a dinar, the court does not listen to them. This appears to be the case here as well, and the value of the mansion should not be assessed at higher than its market value.

[55] Rava said to him: Are the two cases comparable? There, in the mishna, the other orphans whose mother’s marriage contract was of lesser value will suffer a financial loss if the property is assessed at a value greater than it is actually worth. Here, in the case of the creditor, does he incur a loss? He lent one thousand dinars and took one thousand dinars; consequently, it would be cruel on his part to refuse to take the money and to insist on taking the second mansion from the purchaser.

[56] The Gemara asks: If the creditor decided to hold on to the first mansion and to forgive the remainder of the debt, what amount is written in the document of authorization to repossess liened property, through which the purchaser will claim compensation from the seller? The purchaser had paid only five hundred dinars for the mansion that was repossessed, but the repossession of that mansion earned the seller one thousand dinars, as his entire debt was paid off.

[57] Ravina said: It is written for one thousand dinars. Rav Avira said: It is written for five hundred dinars; the fact that the creditor forgave the full amount of the debt in exchange for this house was his own personal decision and does not reflect an increase in the property value of the house. The Gemara concludes: The halakha is that it is written for five hundred dinars.

[58] It is also related that there was a certain man who had a creditor with a claim of one hundred dinars against him. He had two small tracts of land. He sold one for fifty and he also sold the other one for fifty. The creditor came and repossessed one of them from the purchaser as the collection of part of his debt. He subsequently came, seeking to repossess the other tract of land as well, as payment for the rest of the debt owed to him.

[59] The purchaser took one hundred dinars and went to the creditor. He said to him: If this tract is worth one hundred dinars to you, very well, and if not, take one hundred dinars and abrogate your rights to both of the tracts, leaving them both in my possession.

[60] Rav Yosef thought to say that this case is identical to that which is taught in the mishna, whereby if the orphans say: We inflate the value of our father’s property by a dinar, the court does not listen to them. Abaye said to him: Are the two cases comparable? There, in the mishna, the other orphans suffer a financial loss if the property is assessed at a value greater than it is actually worth; here, what loss does the creditor incur? He lent one hundred dinars and took one hundred dinars. It would be cruel on his part to refuse to take the money and to insist on taking the land from the purchaser.

[61] The Gemara asks: If the creditor decided to hold on to the first tract of land and to forgive the remainder of the debt, what amount is written in the document of authorization to repossess liened property, through which the purchaser will claim compensation from the seller? Ravina said that it is written for one hundred. Rav Avira said it is written for fifty. The Gemara concludes: The halakha is that it is written for fifty dinars.

[62] The Gemara relates that there was a certain man who had a creditor with a claim of one hundred dinars against him. He died and left a small tract of land worth fifty dinars. The creditor came and repossessed it. The orphans came and gave him fifty dinars and redeemed the property from him. He returned and repossessed it again in order to collect the remainder of the debt.

[63] They came before Abaye to complain. He said to them: It is a mitzva for orphans to settle their father’s debt. Consequently, with the money you paid the creditor initially, you performed a mitzva, as you partially settled a debt your father owed. However, this payment did not cancel the lien on the property, and so now, when he repossesses the land, he is repossesses it lawfully.

[64] The Gemara notes: And we said this ruling only in a case where the orphans did not say to the creditor: These fifty dinars are payment for the small tract of land. However, if they said to him: These fifty dinars are payment for the small tract of land, they have successfully removed him from the land and he has no further claim to it.

[65] § The Gemara relates that there was a certain man who sold the rights to his mother's marriage contract for a certain financial advantage, i.e., he received a certain sum on the condition that if he would inherit his mother's marriage contract, which would occur if his mother's husband would die prior to his mother, the purchaser would obtain the right to collect the money. And he told the purchaser: If my mother comes and objects to the sale, I will not reimburse you for your purchase.

[66] His mother died after her husband died, and had not objected to the sale. He, however, came and contested the sale. Rami bar Ḥama thought to say that he stands in his mother's place and since he is her proxy, he has the right to object to the sale. Rava said to him: Granted that he did not take upon himself to guarantee the sale against his mother's objections, but did he not take upon himself to guarantee it against his own objections? When he sold the right to collect the marriage contract, he most certainly guaranteed that he would not renege on the sale.

[67] The Gemara relates a similar discussion. Rami bar Ḥama said: If Reuven sold a field to Shimon without a guarantee, and Shimon came and sold the field back to Reuven, but he sold it with a guarantee that if the field is repossessed, he will compensate the buyer for his loss,

[68] and Reuven's creditor came and repossessed the field from him, i.e., from Reuven, the law is that Shimon must go and compensate [mefatzei] Reuven, since he sold him the field with a guarantee, while Reuven owes Shimon nothing, since he sold him the field without a guarantee.

[69] Rava said to him: Granted, that Shimon took upon himself to guarantee the sale in general, i.e., if the field were to be repossessed by his own creditors or those of a previous owner of the field; did he also take upon himself to guarantee the sale if it were to be repossessed by the purchaser's own creditors?

[70] The Gemara notes: And Rava concedes to Rami bar Ḥama in the following case: Reuven inherited a field from his father, Ya'akov, and sold it to Shimon with no guarantee. Shimon came and sold it back to Reuven with a guarantee. Then, Ya'akov's creditor came and repossessed the field from Reuven. In this case, Rava would concede that the law is that Shimon must go and compensate Reuven for his loss.

[71] The Gemara asks: What is the reason for this halakha? The Gemara answers: Ya'akov's creditor is comparable to a general case of a creditor, i.e., a creditor of a previous owner. Even Rava would agree that this is not comparable to a case where Reuven's creditor repossessed the field. Consequently, Shimon bears responsibility to compensate Reuven.

[72] Rami bar Ḥama said: Consider a case where Reuven sold a field to Shimon with a guarantee that if it is repossessed he will compensate Shimon for his loss. Shimon did not pay for the purchase, and instead set up the value of the field as a loan by writing a promissory note for this amount. Reuven subsequently died, and a creditor of Reuven came and repossessed the field from Shimon. Shimon, not wanting the creditor to take the field from him, tried to appease him with money so the creditor would allow him to keep the field.

[73] The law is that the sons of Reuven can say to Shimon that he must pay them the money he owes for the field, and they are not required to pay Shimon if he demands compensation for the repossession of the field. They may say to him: Our father left us movable property with you, i.e., the money you owe us for the field, and the movable property of orphans is not liened to a creditor. The orphans can claim that the field belongs to Shimon, and as there is no land left for the orphans, there is no way for Shimon to recover the compensation that he is owed. The money he owes Reuven is considered movable property, and therefore he cannot recover his losses from these funds.

[74] Rava said with regard to this case: If the other individual, Shimon, is clever he will pay them what he owes with real estate and not with money. Since they now have real estate inherited from their father's estate, Shimon can then collect the field from them as compensation for the repossession of the original field that Reuven sold to Shimon. This is in accordance with the opinion of Rav Naḥman, as Rav Naḥman said that Rabba bar Avuh said: When orphans collect real estate for a debt owed to their father from one person, their father's creditor can come and seize this land from them.

[75] The Gemara addresses a similar matter. Rabba said: If Reuven sold all his fields to Shimon, and Shimon then sold one field to Levi, and then Reuven's creditor came to repossess one of the fields that was mortgaged to him: If he desires, he can collect from this one, Shimon, and if he desires, he can collect from that one, Levi, since he has a lien that applies equally to all the properties that once belonged to Reuven.

[76] And we said this only if Shimon sold Levi land of intermediate quality, but if he sold him land of superior quality or inferior quality, Levi can say to the creditor: It was for this reason that I made an effort to buy land that is not fit for you, as a creditor is supposed to repossess land of intermediate quality. Therefore, go to Shimon and collect your debt from the land of intermediate quality that is in his possession.

[77] The Gemara notes further: And even if Shimon sold Levi land of intermediate quality, we said that the creditor may repossess Levi's land only in a case where Levi did not leave Shimon with equivalent land of intermediate quality.

[78] However, if Levi left similar land of intermediate quality with Shimon, he can say to the creditor: I have left you a place from which to collect; go and collect from Shimon.

[79] Abaye said: In a case where Reuven sold a field to Shimon with a guarantee that if the field is repossessed, he will compensate Shimon for his loss and Reuven's creditor comes and repossesses the land from Shimon, the law is that Reuven goes and rescues Shimon by attempting to forestall the repossession, and the creditor cannot say to Reuven: I am not legally answerable to you since I am taking the field from Shimon. This is because Reuven can retort: What you take from him comes back to me: Since I guaranteed the sale and will ultimately have to compensate Shimon, you cannot claim that I am not a legal party in this matter.

[80] And there are those who say that even if Reuven sold Shimon the field with no guarantee, he can also join in the deliberations and attempt to forestall the repossession of the land. This is because Reuven can say to the creditor: It is not amenable to me that Shimon will have a grievance against me for having sold him land that was then repossessed.

[81] Abaye said: In a case where Reuven sold a field to Shimon with no guarantee, and it emerged that he had

[82] disputants i.e., individuals who dispute Reuven’s ownership of the field, as long as Shimon has not yet taken possession of it, he can renege on the deal. However, once he has taken possession, Shimon cannot renege on the deal, because at that point the seller, Reuven, can say to him: You agreed to a sack [ḥaita] of knots and you received it, i.e., since you purchased the field with no guarantee, you understood that it was a risky investment. The Gemara asks: And from when is Shimon considered to have taken possession of the property? The Gemara answers: It is from when he walks the boundaries of the land to inspect it.

[83] There are those who say that even if Reuven sold him the field with a guarantee, Shimon may not demand a refund immediately when he discovers that there are disputants, as Reuven can say to Shimon: Show me your document of authorization to repossess property from me, and I will pay you.

[84] MISHNA: In the case of one who was married to three women and died and the marriage contract of this wife was for one hundred dinars and the marriage contract of this second wife was for two hundred dinars, and the marriage contract of this third wife was for three hundred, and all three contracts were issued on the same date so that none of the wives has precedence over any of the others, and the total value of the estate is only one hundred dinars, the wives divide the estate equally.

[85] If there were two hundred dinars in the estate, the one whose marriage contract was for one hundred dinars takes fifty dinars, while those whose contracts were for two hundred and three hundred dinars take three dinars of gold each, which are the equivalent of seventy-five silver dinars. If there were three hundred dinars in the estate, the one whose marriage contract was for one hundred dinars takes fifty dinars, the one whose contract was for two hundred dinars takes one hundred dinars, and the one whose contract was for three hundred dinars takes six dinars of gold, the equivalent of one hundred and fifty silver dinars.

[86] Similarly, three individuals who deposited money into a purse, i.e., invested different amounts of money into a joint business venture: If they incurred a loss or earned a profit, and now choose to dissolve the partnership, they divide the assets in this manner, i.e., based upon the amount that each of them initially invested in the partnership.

[87] GEMARA: The Gemara asks about the halakha in the case where the estate has two hundred dinars, in which case the wife whose marriage contract was for one hundred dinars receives fifty dinars. Why should the wife whose marriage contract was for one hundred take fifty? She should have the right to collect only thirty-three and one-third dinars. Since her claim is only for the first hundred dinars, and all three women have an equal right to this first hundred, it stands to reason that it should be divided equally between the three of them.

[88] Shmuel said: This is a case where the wife whose contract was for two hundred writes a document to the wife whose contract was for one hundred dinars: I do not have any legal dealings or involvement with you with regard to the first hundred dinars. Since she relinquished her share in the first hundred dinars, only two claimants remain, the one whose contract was for one hundred and the one whose contract was for three hundred, and they divide it equally between them.

[89] The Gemara asks: If that is so, say the latter clause of that very same statement in the mishna, where it states that the wife whose contract was for two hundred and the one whose contract was for three hundred take three dinars of gold each. This is difficult, because the wife whose contract was

for three hundred should be able to say to the wife whose contract was for two hundred: You have removed yourself from the first hundred dinars, and so you have a claim only against the remaining hundred. It should follow that the wife whose contract was for three hundred should take one hundred in total, fifty from the first hundred and fifty from the second hundred, and the one whose contract was for two hundred should receive only fifty, which is half of the second hundred.

90 The Gemara answers: This is not so, because the wife whose contract was for two hundred can say to the wife whose contract was for three hundred: I have removed myself only from legal dealings or involvement, i.e., I have not completely relinquished my rights to the first hundred; I only agreed not to become involved in litigation with the wife whose marriage contract was for one hundred dinars. However, I maintain my rights to the first hundred dinars with regard to my involvement with you. Consequently, both women have equal rights to the remaining one hundred and fifty dinars, and they divide it equally between them.

91 The mishna teaches that if there were three hundred dinars in the estate, the money is divided so that the wife whose marriage contract was for one hundred receives fifty dinars, the wife whose contract was for two hundred receives one hundred, and the one whose contract was for three hundred receives one hundred and fifty dinars.

92 The Gemara asks: Why does the one whose contract was for two hundred receive one hundred dinars? She should have the right to receive only seventy-five. As Shmuel explained above, since she agreed not to litigate with the wife whose contract was for one hundred with regard to the first hundred, it turns out that she has a claim only for one hundred and fifty of the remaining sum, since she clearly has no rights at all to the third hundred; therefore, she should receive half of what she is suing for, which is seventy-five dinars.

93 The Gemara answers that Shmuel said: The case is where the one whose contract was for three hundred writes a document to the one whose contract was for two hundred and to the one whose contract was for one hundred dinars: I have no legal dealings or involvement with you with regard to the first hundred dinars. Due to this agreement, the first hundred is divided between the wife whose contract was for one hundred and the wife whose contract was for two hundred, with each receiving fifty. The second hundred is divided between the wife whose contract was for two hundred and the wife whose contract was for three hundred. As a result of this, the wife whose contract was for two hundred ends up with a full hundred. The third hundred goes exclusively to the wife whose contract was for three hundred, bringing her total to one hundred and fifty dinars.

94 Rav Ya’akov of Nehar Pekod said in the name of Ravina: The mishna is not referring to cases where one of the women waived her rights, but rather to cases in which they did not receive the inheritance all at once, but in installments; each time an installment became available, the women repossessed a portion of the estate. The first clause is referring to a case where there were two seizures of property, and the latter clause is similarly referring to a case where there were two seizures of property.

95 The Gemara explains: The first clause of the mishna, where two hundred dinars were available, is referring to a case where there were two seizures of property, as seventy-five dinars became available at one time and one hundred and twenty-five dinars at another time. When the first installment became available, each of the women had an equal claim to the money and they divided it equally, each receiving twenty-five dinars. When the second installment became available, the woman whose

contract was for one hundred dinars had a claim to seventy-five dinars, and received one-third of that amount, bringing her total to fifty. The other women also received an equal share of those seventy-five dinars, and divided equally the remaining fifty dinars, bringing their totals to seventy-five dinars apiece.

96 The latter clause, where three hundred dinars were available, is also referring to a case where there were two seizures of property, as seventy-five dinars became available to them at one time and two hundred and twenty-five dinars at another time.

97 It is taught in a baraita: This is the teaching of Rabbi Natan. Rabbi Yehuda HaNasi says: I do not agree with Rabbi Natan's statement with regard to these women; rather, they divide the estate equally.

98 It was taught in the mishna: Similarly, three individuals who deposited money into a purse, i.e., invested different amounts in a joint business venture, divide the assets in a similar manner. Shmuel said: In a case of two individuals who deposited money into a purse, where this individual invested one hundred dinars and that individual invested two hundred,

99 the earnings are divided equally.

100 Rabba said: Shmuel's statement stands to reason in a case where they bought an ox for plowing and it was used for plowing, and now they wish to divide the earnings from the work of the ox. Since each part of the ox is necessary in order to plow, each partner's contribution is equally necessary. However, in a case where they purchased an ox for plowing, but it was used for slaughter and they wish to divide their income from the sale of the meat, this partner takes his portion according to his monetary investment and that partner takes his portion according to his monetary investment. And Rav Hamnuna said: Even in a case where they purchased an ox for plowing and used it for slaughter, the earnings are divided equally.

101 The Gemara raises an objection to Rabba's statement from the following Tosefta: In the case of two individuals who deposited money into a purse, i.e., invested in a joint business venture, this one invested one hundred dinars and that one invested two hundred, the earnings are divided equally. The Gemara comments: What, is it not referring to the case of an ox that was purchased for plowing and was used for slaughter, and it is a conclusive refutation of the opinion of Rabba? The Gemara responds: No, the Tosefta is referring only to the case of an ox that was purchased for plowing and used for plowing.

102 The Gemara asks: But in the case of an ox purchased for plowing and used for slaughter, what is the opinion of the Tosefta; is it that this partner takes his portion according to his monetary investment and that partner takes his portion according to his monetary investment? If so, rather than teaching the latter clause of that same Tosefta, which reads as follows: If this partner purchased oxen with his own funds and that partner also purchased oxen with his own funds, and they became mixed when the two owners entered a joint business venture, this partner takes his portion according to his monetary investment and that partner takes his portion according to his monetary investment, it should teach a different case.

103 The Gemara explains: Let the Tosefta distinguish and teach within the case of the first clause itself, as follows: In what case is this statement said, that the earnings are divided equally? In the case of an ox purchased for plowing and used for plowing, but in the case of an ox purchased for plowing

and used for slaughter, this partner takes his portion according to his monetary investment and that partner takes his portion according to his monetary investment. Since the Tosefta did not make that distinction, it appears that it is dealing with both cases.

[104] The Gemara answers: That is indeed what the Tosefta is saying: In what case is this statement said? In the case of an ox purchased for plowing and used for plowing, but in the case of an ox purchased for plowing but used for slaughter, it becomes like a case where this partner purchased oxen with his own funds and that partner purchased oxen with his own funds, and they became mixed when the two owners entered a joint business venture. The halakha in such a case is that this partner takes his portion according to his monetary investment and that partner takes his portion according to his monetary investment.

[105] The Gemara presents another proof: We learned in the mishna: Similarly, three individuals who deposited money into a purse, i.e., invested different amounts of money into a joint business venture: If they incurred a loss or earned a profit and now choose to dissolve the partnership, they divide the assets in this manner, i.e., based upon the amount that each of them initially invested in the partnership.

[106] What, is it not that when the mishna says: They incurred a loss, it means that they incurred an actual loss, and when it says: They earned a profit, it means that they earned an actual profit, and it says that they divide the assets proportionally and not equally? This poses a difficulty for Shmuel, who is of the opinion that they should divide the assets equally.

[107] Rav Naḥman said that Rabba bar Avuh said: No, when the mishna says they earned a profit, it means that they received new dinars, i.e., coins, in place of the old ones they had started with, and these new coins were of greater value than the original ones. Similarly, when it says that they incurred a loss, it means that they received defective coins useful only for a wound. When they were dividing the money between themselves, they found some old coins, which had become rusty or invalidated by the government and therefore lost some or all of their value and were good for nothing other than scrap metal. When dividing the coins they are left with, they do so in proportion to their monetary stakes, but this does not apply to the actual profits they earned.

[108] MISHNA: In the case of one who was married to four women and died, the woman he married first precedes the woman he married second in claiming her marriage contract, the second precedes the third, and the third precedes the fourth. And the first wife takes an oath to the second that she has taken nothing from the jointly owned properties of the estate in an unlawful manner, and the second takes an oath to the third, and the third to the fourth. The fourth wife is paid her share without having to take an oath. Ben Nanas says: Should she gain this advantage merely because she is last? After all, she too is being paid from property that would otherwise go to the orphans. Rather, she too is not paid without an oath.

[109] However, if all of the marriage contracts were issued on the same day, whichever wife’s marriage contract precedes that of another, even by a single hour, has acquired the right to be paid first. And so, the practice in Jerusalem was that they would write the hours when the documents had been signed on the documents, in order to enable the document holder to demonstrate that his or her document preceded that of another. If all the contracts were issued in the same hour and there is only one hundred dinars from which to pay all of them, all of the women divide the money equally.

[110] GEMARA: The Gemara asks: With regard to what do the first tanna and ben Nanas disagree? Shmuel said:

[111] The case is where it is discovered that one of the fields in the estate is not his field, e.g., the husband had stolen it from someone else. Consequently, it is likely that the field will be repossessed, and if it is used to pay the marriage contract of one of the first three wives, that wife stands to lose out. And they disagree with regard to a creditor whose promissory note was dated later than that of another creditor, and yet he collected his debt before the other creditor, leaving nothing for the other creditor to collect. This is parallel to the case of the wives if the fourth wife collects her marriage contract and then one of the earlier wives loses the field she has been paid.

[112] The first tanna holds that what the creditor has collected, he has not fully collected, i.e., he will have to give up the property he collected so that the creditor with the earlier promissory note can collect his debt. Similarly, if the property given to one of the first three wives is repossessed and there is nothing left for her to collect, the fourth wife will have to relinquish the property that she had been paid to accommodate the wife who preceded her.

[113] And ben Nanas holds that what the creditor has collected, he has collected, i.e., it is not taken from him in order to pay the earlier creditor. Consequently, according to the first tanna, there is no need for the fourth wife to take an oath before she collects the property, because whatever she collects can be taken from her in order to pay the other wives. According to ben Nanas, since the property the fourth wife collects cannot be taken from her, she must take an oath that she is collecting this property legally in order to ensure that none of the other wives will lose out because of what she collects.

[114] Rav Naḥman said that Rabba bar Avuh said: Everyone agrees that what the later creditor has collected, he has not collected, i.e., it may be repossessed by the earlier creditor. Rather, they disagree here as to whether we are concerned that perhaps she will deplete the field and cause its value to depreciate.

[115] One Sage, ben Nanas, holds that we are concerned that perhaps she will deplete the field. If she is not required to take the oath, she will understand that her hold on the land is uncertain, as it is possible that one of the other wives will repossess it. Consequently, she will try to reap the maximum benefit from the field in the short term without investing in the field for the long term, and thereby depleting the field. The Sages therefore imposed an oath upon the fourth wife. And one Sage, the first tanna, holds that we are not concerned that perhaps she will deplete the field and we can assume that it will retain its original value. Therefore, there is no reason to impose an oath upon the fourth wife.

[116] Abaye said: There is a practical difference between them, the first tanna and ben Nanas, with regard to the ruling of Abaye the Elder, as Abaye the Elder taught: The orphans with regard to whom the Sages said that one cannot collect property from them without taking an oath include adult orphans, and, needless to say, orphans who are minors. Even adult orphans are not necessarily aware of the business affairs of their parents, and one can easily press claims against the estate that take advantage of their ignorance. Therefore, anyone who wishes to collect money from the estate is required to take an oath.

[117] The first tanna does not accept the ruling of Abaye the Elder and therefore holds that the fourth wife does not have to take an oath when collecting her marriage contract. And ben Nanas accepts the

ruling of Abaye the Elder and therefore holds that the fourth wife must take an oath before collecting part of the estate.

[118] § Rav Huna said: In a case of two brothers or two partners who have legal proceedings against another individual, and one of them went to attend to the legal proceedings against him and lost, the other brother or partner cannot say to the litigant: I am not legally answerable to you, i.e., I am not bound by the verdict because I was not represented in the legal proceedings. Rather, the brother or partner who appeared in court is considered to have acted as his agent.

[119] The Gemara relates that Rav Naḥman once happened to come to Sura. They asked him: What is the halakha in a case like this one presented by Rav Huna, where only one of the two brothers or partners attends the court proceedings?

[120] He said to them: It is taught in a mishna: The woman he married first takes an oath to the woman he married second, the second to the third, and the third to the fourth. But it does not teach that the first wife takes an oath to the third or the fourth. What is the reason? Is it not due to the fact that when the second wife requires the first to take an oath, she is acting as the third wife's agent as well, since they both share the same concern regarding the first wife?

[121] The Gemara responds: Is it comparable? There, in the case of the mishna, an oath to one is equal to an oath to one hundred, and there is no need for the first wife to take multiple oaths about the same matter. Here, however, in the case of the brothers or business partners, the second brother or partner can say: Had I been there, I would have presented a more convincing claim.

[122] The Gemara notes: We said that this doubt is taken into account only if the second brother or partner is not in town when the legal proceedings take place. However, if he is in town, he should come to court to participate in the legal proceedings, and if he fails to do so, it is clear that he is content to allow his brother or partner to represent him in court.

[123] § It was stated that in a case of two deeds that are issued, i.e., dated, on the same day, e.g., where an individual gave or sold the same item to two different people, Rav said: They divide it between them, as it is impossible to determine who it belongs to, and Shmuel said: The item is awarded according to the discretion [shuda] of the judges.

[124] The Gemara asks: Shall we say that Rav said his ruling in accordance with the opinion of Rabbi Meir, who said that signatory witnesses on the document effect the transaction? Here, since the seller or the giver of the field did not ask the signatory witnesses to note the exact time, it implies that he wished to give it to two people, but did not want to reveal that he was giving it to both of them.

[125] And Shmuel said his ruling in accordance with the opinion of Rabbi Elazar, who said that witnesses of the transmission effect the transaction, i.e., the act of transferring the legal document to the beneficiary causes the transaction to take effect. Therefore, the fact that the two documents bear the same date is of no consequence because the documents were presumably not given to their beneficiaries simultaneously, and the property belongs exclusively to the individual who received his document first. Consequently, there is no reason to divide the property.

[126] The Gemara responds: No, it is possible to say that everyone holds in accordance with the opinion of Rabbi Elazar, and here they disagree about the following: Rav holds that in a case of a doubt that cannot be resolved with regard to monetary law, division is preferable, and Shmuel holds that leaving the decision to the discretion of the judges is preferable.

[127] The Gemara asks: Can you really establish that the opinion of Rav is in accordance with the opinion of Rabbi Elazar? Didn't Rav Yehuda say that Rav said: The halakha is in accordance with the opinion of Rabbi Elazar with regard to bills of divorce? And Rav Yehuda related further: When I said this halakha in the presence of Shmuel, he said: The halakha is in accordance with the opinion of Rabbi Elazar even with regard to other legal documents as well. By inference, it is apparent that Rav holds that with regard to other legal documents, no, the halakha is not in accordance with Rabbi Elazar. Rather, it is clear that Rav holds in accordance with the opinion of Rabbi Meir, and Shmuel holds in accordance with the opinion of Rabbi Elazar.

[128] The Gemara raises an objection from a baraita: In the case of two deeds that are issued dated the same day, the recipients of the deeds divide the property equally. Is this not a conclusive refutation of the opinion of Shmuel? The Gemara answers that Shmuel could have said to you: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Meir, and I said my opinion in accordance with the opinion of Rabbi Elazar.

[129] The Gemara continues to ask: If this baraita is in accordance with the opinion of Rabbi Meir, say the latter clause of that same baraita: If he wrote a deed to one individual and then transmitted it to another individual, the one to whom the deed was transmitted has acquired the property. If the baraita is following the opinion of Rabbi Meir, why did the latter individual acquire the property? Didn't Rabbi Meir say that the signatory witnesses on the document effect the transaction and not the witnesses to its transmission?

[130] The Gemara responds: The baraita cited above is entirely in accordance with the opinion of Rabbi Elazar. However, there is a dispute between tanna'im with regard to money whose ownership is uncertain, as it is taught in a baraita: In a case where an individual sent a sum of money to another via a messenger, and by the time the messenger arrived, the intended recipient had died, and in the meantime, the individual who had sent the money also died, the tanna'im disagree about what to do with the money. The Rabbis say: The heirs of the sender and the heirs of the intended recipient should divide the money. And here, in Babylonia, they said: The third party, i.e., the messenger, can do as he pleases with the money, a ruling that is comparable to the solution of leaving the decision to the discretion of the judges.

[131] The Gemara relates that the mother of Rami bar Ḥama wrote a deed in the morning transferring ownership of her property to Rami bar Ḥama, and in the evening she wrote another deed transferring her property to another of her sons, Mar Ukva bar Ḥama.

[132] Rami bar Ḥama came before Rav Sheshet and the latter established his right to the property. Mar Ukva, his brother, came before Rav Naḥman and the latter established his right to the property. Rav Sheshet came before Rav Naḥman and said to him: What is the reason that the Master did this, i.e., why did you issue this ruling? Rav Naḥman said to him: And what is the reason that the Master did this, i.e., why did you rule as you did?

[133] Rav Sheshet said to him: Because Rami bar Ḥama's deed preceded that of Mar Ukva. Rav Naḥman said to Rav Sheshet: Is that to say that we are sitting in Jerusalem, that we write the hours on our legal documents? The halakha is that in any place where the hours are not recorded on legal documents, it does not matter when during the day a document was written. Rav Sheshet asked Rav Naḥman: But what is the reason that the Master did this, ruling as you did? Rav Naḥman said to him:

It was the discretion of the judges, i.e., I ruled this way since it seemed to me that this is the way the mother wanted it.

[134] Rav Sheshet said to Rav Naḥman: I also applied the principle of the discretion of the judges and ruled as I did. Rav Naḥman said to him: One response to your point is that I am a judge, and the Master is not a judge, as Rav Sheshet did not serve in the official capacity of a judge. Furthermore, at the outset, you did not arrive at your conclusion for this reason, but due to your own theory with regard to the dating of the documents, which proved to be incorrect.

[135] The Gemara relates another incident in which an individual wrote two deeds about the same piece of property: There were these two deeds that came before Rav Yosef. In one deed, it was written that the owner of the field sold it to a particular individual on the fifth of Nisan, and in the other one it was written that he sold the same property to someone else in Nisan, without specifying on which day in Nisan the sale took place. Rav Yosef established that the one whose deed said the fifth of Nisan had the right to the property.

[136] The other claimant said to Rav Yosef: Should I lose? After all, it is possible that my deed was written prior to the other deed. Rav Yosef said to him: You are at a disadvantage, because there is no specific date in your deed, allowing one to say that your deed is from the twenty-ninth of Nisan. Since you have no way to prove otherwise, the property is awarded to the one who has a more specific date recorded in his deed.

[137] The man said to him: Let the Master write me

[138] a document of authorization to repossess liened property of the seller from anyone who purchased property from him from the first of the month of Iyyar and on. Rav Yosef said to him: A purchaser can say to you: Your deed is from the first of Nisan, so that the field that you purchased is rightfully yours and it is the other man, whose deed was dated on the fifth of Nisan, who took it illegally. Therefore, you should take possession of that field rather than repossessing other property.

[139] The Gemara asks: If so, what is his remedy? The Gemara answers: Let the deed holders write a document of authorization to each other. If the individual whose deed was written on the fifth of Nisan authorizes the other individual to repossess property on his behalf, then he will be able to repossess property sold after the end of Nisan, because regardless of when his deed was written and whose deed was written first, he now has the right to repossess liened property.

[140] MISHNA: In a case of one who was married to two women and sold his field, and the wife whom he married first wrote to the purchaser: I do not have any legal dealings or involvement with you, then the second wife, who did not relinquish her claim to repossess this property, may appropriate the field from the purchaser as payment of her marriage contract. This is because the property was liened for the payment of her marriage contract before it was sold to this purchaser. Then, the first wife can appropriate the field from the second as payment for her marriage contract, since her marriage contract predates that of the second wife. The purchaser can then appropriate the field from the first wife, due to the fact that she relinquished her rights vis-à-vis the purchaser. They continue to do so according to this cycle [ḥalila] until they agree on a compromise between them. And so too, with regard to a creditor, and so too, with regard to a female creditor.

[141] GEMARA: The Gemara asks: And if the first wife wrote this to him, what of it? Isn’t it taught in a baraita: One who says to another, e.g., if a field is jointly owned and one partner says to the other: I

have no legal dealings or involvement with regard to this field, or: I have no connection to it, or: I have withdrawn from it, has said nothing, as such declarations have no legal validity. The Gemara answers: With what are we dealing here? It is a case where he acquired it from her possession by performing an act of acquisition in order to validate her relinquishing the field, in which case her statement is legally valid.

142 The Gemara asks: And if they acquired it from her, what of it? Let the woman say afterward: I did it only to please my husband, as I saw that he wished to sell the field and I did not want to quarrel with him, but I did not mean it seriously. Didn't we learn in a mishna (Gittin 55b): If one purchased property from a man, even if he later went back and purchased rights to that property from the man's wife, the transaction is nullified? Apparently, the wife can say: I did it only to please my husband but did not mean it, and that claim is accepted.

143 Rabbi Zeira said that Rav Ḥisda said: This is not difficult: This mishna here is in accordance with the opinion of Rabbi Meir, and that mishna in tractate Gittin is in accordance with the opinion of Rabbi Yehuda.

144 As it is taught in a baraita: In a case where a husband wrote a bill of sale to one purchaser, but his wife did not sign it for him because she did not agree to the sale, and later he sold a different property to a second purchaser, and this time his wife signed the bill of sale for him, the halakha is that she has lost the settlement promised to her in her marriage contract in the event that the husband is left without property from which she can collect; this is the statement of Rabbi Meir. According to Rabbi Meir, not only is the wife unable to sue the second purchaser after she signed his deed, but she cannot sue the first buyer either since he can say to her: When I purchased the field, I left you a field from which you could have collected, and you brought this loss upon yourself.

145 Rabbi Yehuda says that she can say: I did it only to please my husband but did not mean to ratify the second sale either; and you, what claim do you have against me?

146 The Gemara asks: Is it possible that Rabbi Yehuda HaNasi, the redactor of the Mishna, presented the unattributed mishna here in accordance with the opinion of Rabbi Meir and presented the unattributed mishna there in accordance with the opinion of Rabbi Yehuda? Such a dichotomy is unlikely.

147 Rav Pappa offered another answer to the question and said: The mishna here is referring to a divorcée who wrote a note to the purchaser relinquishing her rights to the field after her divorce, and everyone agrees that her statement is binding, as she cannot claim to have acted in order to please her husband.

148 Rav Ashi said: It is all in accordance with the opinion of Rabbi Meir, and Rabbi Meir states his opinion there only in a case where the husband sold property to two different purchasers, as they can say to her: If it is true that you acted only in order to please your husband, you should have done so with regard to the first purchaser and not just the second. However, in a case where there is only one purchaser, even Rabbi Meir concedes that she can claim to have acted only out of the desire to please her husband. And the mishna here is referring to a case where the husband previously wrote a bill of sale to another purchaser and the wife did not ratify the sale, and the second time he sold a property she did ratify the sale. Consequently, even Rabbi Meir concedes that the woman cannot claim that she acted only in order to please her husband.

149 § We learned in a mishna elsewhere (Gittin 48b): One does not collect a debt from liened property that has been sold to a third party where there is unsold property available, even if the unsold property is of inferior quality. A dilemma was raised before the Sages: If the unsold property became blighted and is no longer of sufficient value to pay off the debt, what is the halakha? Would the creditor be allowed to repossess liened property that has been sold to a third party?

150 Come and hear a solution to this dilemma based upon the following baraita: In a case where a husband wrote a bill of sale to one purchaser, but his wife did not sign it for him, and later he sold a different property to a second purchaser and his wife signed the bill of sale for him, the halakha is that she has lost the settlement specified in her marriage contract in the event that the husband is left without property from which she can collect; this is the statement of Rabbi Meir.

151 Now, if it should enter your mind that in a case where the unsold property became blighted the creditor would be able to repossess liened property, then even though she lost her ability to collect her marriage contract from the second purchaser, she should at least be able to collect from the first purchaser, because she never relinquished her right to the property he purchased. Although there was unsold property left at the time that the first purchase was made, that property is inaccessible to her because she relinquished her right to it. Consequently, her inability to repossess property from the first purchaser indicates that it is not possible to repossess liened property in the event that unsold property is blighted.

152 Rav Naḥman bar Yitzḥak said: It is possible to explain that what Rabbi Meir meant when he said: She has lost her marriage contract, is that she has lost her rights from the second purchaser alone, but not from the first.

153 Rava said: There are two responses with which your statement can be rejected. One is that the expression: She has lost, indicates that she has lost her rights entirely, even with regard to the first purchaser. And furthermore, it is explicitly taught in a baraita: If an individual borrowed from one creditor and sold his property to two purchasers and the creditor wrote a note to the second purchaser saying: I do not have any legal dealings or involvement with you, he has no claims toward the first purchaser either. This is because the first purchaser is able to say to the creditor: I left you a place from where to collect your debt, since when I purchased the land, unsold property still remained in the debtor’s possession, and therefore you have no claims against me.

154 The Gemara rejects the attempt to solve the dilemma with regard to collecting from liened property when the unsold property was blighted: There, in the case of a woman or man who wrote to the second purchaser: I do not have any legal dealings or involvement with you, it is he who causes a loss to himself by his own direct action of signing away his rights. It cannot be proven what the halakha would be in the case of a blighted field, where the reason he cannot make use of the field is not due to his own action.

155 Rav Yeimar said to Rav Ashi:

156 But it is a daily occurrence that courts permit creditors to collect from liened property in cases where the unsold property became ruined, as in the case of a certain man who mortgaged his orchard [pardeisa] to another person for ten years, thereby allowing the latter to consume the produce as payment of the loan that the owner of the orchard owed him. After five years the orchard grew old and no longer produced as it once did. The creditor came before the Sages to argue his claim, and they wrote him a document of authorization to repossess liened property from those who purchased

land from the debtor after the giving of the loan. This proves that if unsold property becomes unproductive, a creditor may collect his debt from liened property.

157 The Gemara answers: There too, it was they, the purchasers, who brought this loss upon themselves since they know that an orchard tends to age. Therefore, they should not have purchased the land from the debtor because they should have realized that there was a chance that he would be unable to pay off his debt with the fruits of the orchard, and the creditor would repossess the land they were purchasing.

158 The Gemara concludes: And the halakha is that if unsold property became blighted, the creditor may repossess liened property that has been sold to a third party.

159 Abaye said: If a man said to an unmarried woman: My property is hereby bequeathed to you, and after you die it will pass to so-and-so, and the woman went and married someone and then died, her husband takes possession of the property and is considered a purchaser, i.e., it is as if the woman sold him the property. And the individual that the man had designated to receive the property after you, i.e., after the woman, receives nothing in a case where there is a husband. This is because during the time that the property belongs to the woman it is hers completely, and all transactions she performs are considered valid. Consequently, her husband, who is considered a purchaser, may keep the property after her death.

160 The Gemara asks: In accordance with whose opinion did Abaye rule? The Gemara answers: In accordance with the opinion of this tanna, as it is taught in a baraita that if one says: My property is hereby bequeathed to you, and after you die it will pass to so-and-so, and the first beneficiary entered, i.e., took possession of the field, and sold it, the second beneficiary has the right to repossess that property from the purchasers upon the death of the first beneficiary. This is the statement of Rabbi Yehuda HaNasi, who holds that the first beneficiary had the right to use the property, but not to permanently transfer it to someone else. Rabban Shimon ben Gamliel says: The second beneficiary has a claim only to that which the first beneficiary left in his possession and did not transfer to anyone else. Abaye ruled in accordance with the opinion of Rabban Shimon ben Gamliel.

161 The Gemara asks: And did Abaye actually say so? Didn’t Abaye himself say: Who is a wily, wicked person? One who gives his fellow advice to sell his property in accordance with the ruling of Rabban Shimon ben Gamliel in order to prevent the second beneficiary from taking possession of the property.

162 The Gemara answers: Did he say that the woman should be advised to marry in order to deprive the second beneficiary? He said his ruling with regard to a case where the woman married because it is the way of the world that a woman gets married. She did not do this in order to deprive the second heir of his property; it is merely a consequence of the fact that she did get married that her properties ended up in her husband’s possession.

163 The Gemara presents another statement of Abaye with regard to this subject: And Abaye said: If one says to a married woman: My property is hereby bequeathed to you, and after you die it will pass to so-and-so, and she sold the property and subsequently died, the husband can repossess the property from the purchasers. Because he himself is considered a purchaser, he is the first purchaser in line, and is therefore entitled to repossess property from other purchasers. And the individual originally designated to receive the property after you, i.e., after the woman, can repossess the property from the possession of the husband since he had the right to receive the property after the

woman. And then the purchaser may repossess it from the possession of the individual designated to receive it after you, since he purchased it from the first beneficiary, i.e., the woman. Finally, the property is established in the possession of the purchaser.

[164] The Gemara asks: In what way is this case different from that which we learned in the mishna: They continue to do so according to this cycle until they agree on a compromise between them? The Gemara answers: There, in the case of the mishna, they all stand to incur a loss, as the purchasers paid money for their property and the woman has a monetary claim to collect her marriage settlement. Here, it is only the purchaser who stands to incur a loss, as he paid for the property, while the others received it as a gift.

[165] Rafram went and stated this halakha before Rav Ashi and then asked him: Did Abaye actually say this? Didn't Abaye say: If a man said to a woman: My property is hereby bequeathed to you, and after you die it will pass to so-and-so, and the woman went and married someone, her husband is considered a purchaser, and the individual that the man had designated to receive the property after you, i.e., after the woman, receives nothing in a case where there is a husband. If the husband is considered to be a purchaser, why, according to Abaye's second ruling, does the later purchaser receive the property?

[166] Rav Ashi said to him: There, in the case where the husband acquires exclusive rights to the property, it is where the original owner spoke to the woman while she was still unmarried, while here, in the latter case, he spoke to her when she was already married. What he is saying to her by making this statement even though she is already married and her husband is her heir, is that the individual designated to receive the property after you shall acquire the property, and your husband shall not acquire it. Consequently, the husband does not attain rights to this property.

[167] § The mishna taught: And so too, with regard to a creditor, and so too, with regard to a female creditor. The Gemara explains this phrase based upon what was taught in a baraita: And so too, in a case where one owes one hundred dinars to a creditor and he sells property worth fifty dinars each to two purchasers. If the creditor waives his right to repossess the property from the second purchaser, he can still repossess the property from the first purchaser. The first purchaser can then repossess from the second purchaser, the creditor can repossess that property from the first purchaser, and the second purchaser can reclaim it from the creditor. This cycle continues until they reach a compromise.

[168] And so too, in the case of a female creditor, i.e., a woman who seeks to collect her marriage contract from her husband's estate, and two purchasers who purchased his property from him.

## Chapter 11

[1] MISHNA: A widow is sustained from the property of orphans. Her earnings belong to them, and they are not obligated to see to her burial. Her heirs, who inherit her marriage contract, are obligated to see to her burial.

[2] GEMARA: A dilemma was raised before the Sages: Did we learn in the mishna: A widow is sustained, or did we learn in the mishna: A widow who is sustained? There is a difference between the two versions. If we learned in the mishna: A widow is sustained, that means that every widow is

sustained by her husband’s heirs. And the mishna is in accordance with the custom of the people of Galilee, who write a clause in the marriage contract stipulating that it is the widow’s right to remain in her husband’s house after his death and to be supported from his estate as long as she does not remarry. And it is impossible for the heirs not to give her sustenance.

[3] Or perhaps, we learned in the mishna: A widow who is sustained, meaning that not all widows are sustained by their husbands’ heirs. And the mishna is in accordance with the custom of the people of Judea, who write a clause in the marriage contract stipulating that it is the widow’s right to remain in her husband’s house and be sustained by the heirs until they pay her marriage contract. And if they so desire, they can pay her marriage contract and then they need not give her sustenance any longer.

[4] The Gemara suggests: Come and hear a proof from that which Rabbi Zeira said that Shmuel said: Any lost article found by the widow she acquires for herself. Granted, if you say that we learned in the mishna: A widow who is sustained, Shmuel’s principle is well understood. Then, according to the mishna, there are cases where a widow is supported by her husband’s heirs and other cases where she is not. Shmuel is referring to a case where the heirs do not sustain her, and therefore any earnings and articles that she may find belong to her. However, if you say that we learned in the mishna: A widow is sustained by the heirs in place of her husband, then let the heirs be like the husband in every sense. Just as in the case of the husband, any lost article found by the wife belongs to the husband, here too, any lost article found by the widowed wife should belong to the heirs.

[5] The Gemara rejects this proof: Actually, I will say to you that we learned in the mishna: A widow is sustained, and this does not contradict Shmuel’s statement. What is the reason that the Sages said that any lost article found by the wife belongs to her husband? It is so that she should not be subject to her husband’s enmity. The Sages were concerned that if the husband saw that his wife had come into possession of money and did not know the source of that money, they would quarrel. However, these heirs, let them have enmity toward the widow.

[6] Rabbi Yosei bar Ḥanina said: All tasks that a wife performs for her husband, a widow performs for the husband’s heirs, except for filling his cup; and making his bed; and washing his face, hands, and feet, which are expressions of affection that a woman performs specifically for her husband.

[7] Rabbi Yehoshua ben Levi said: All tasks that a Canaanite slave performs for his master, a student performs for his teacher, except for untying his shoe, a demeaning act that was typically performed by slaves and would not be appropriate for a student to do.

[8] Rava said: We said this only if the teacher and the student are in a place where people are not familiar with the student and he could be mistaken for a slave. However, in a place where people are familiar with the student, we have no problem with it as everyone knows that he is not a slave. Rav Ashi said: And in a place where people are not familiar with the student, we said this halakha only if he is not donning phylacteries, but if he is donning phylacteries, we have no problem with it. A slave does not don phylacteries, and since this student is donning phylacteries, even if he unties his teacher’s shoes he will not be mistaken for a slave.

[9] Rabbi Ḥiyya bar Abba said that Rabbi Yoḥanan said: Anyone who prevents his student from serving him, it is as if he withheld from him kindness, as it is stated: “To him that is ready to faint [lamas], from his friend kindness is due” (Job 6:14). Rabbi Yoḥanan interprets this to mean that one who prevents [memis] another from performing acts on his behalf, prevents him from performing the mitzva of kindness. Rav Naḥman bar Yitzḥak says: He even removes from the student the fear of

Heaven, as it is stated in the continuation of the verse: “Even to one who forsakes the fear of the Almighty.”

[10] Rabbi Elazar said: In the case of a widow who seized movable property for her sustenance, that which she seized, she seized and it remains in her possession. That halakha is also taught in a baraita: A widow who seized movable property to provide for her sustenance, that which she seized, she seized.

[11] And likewise, when Rav Dimi came from Eretz Yisrael he said: There was an incident involving Rabbi Shabbtai’s daughter-in-law, who seized a saddlebag [diskayya] full of coins for her sustenance, and the Sages did not have the authority to remove it from her possession.

[12] Ravina said: We said the halakha that we do not remove from her possession that which she seized only in a case where she seized the assets for her sustenance. However, if she seized the assets as payment of her marriage contract, we remove it from her.

[13] Mar bar Rav Ashi objects to this: What is different about seizing assets as payment of her marriage contract, that they are removed from her possession? If it is that a marriage contract is paid only from real estate and not from movable property, there is a rabbinic enactment that sustenance is also paid only from real estate and not from movable property. Rather, just as you say that if she seizes assets for her sustenance, that which she seized, she seized, so too, her seizure is effective if she does so as payment of her marriage contract.

[14] Rav Yitzḥak bar Naftali said to Ravina: We say this halakha in the name of Rava, in accordance with your teaching that if she seized movable property as payment of her marriage contract, it is removed from her possession.

[15] Rabbi Yoḥanan said in the name of Rabbi Yosei ben Zimra: A widow who waited two or three years after her husband’s death and did not demand sustenance from the heirs has forfeited the right to receive sustenance from them. Since she did not demand her sustenance, it is assumed that she must have forgone this right.

[16] The Gemara discusses the language of Rabbi Yosei ben Zimra’s statement: Now that it was stated that after two years she forfeited her rights to receive sustenance, is it necessary to state that she also forfeited her rights after three years? The Gemara answers: This is not difficult. Here, the first statement is referring to a poor woman for which two years is a long time. If she does not demand sustenance for two years, it is clear that she has forgiven the heirs this obligation. There, the second statement is referring to a rich woman who can support herself for two years. It is only clear after three years that she forgave the obligation.

[17] Alternatively, here it is referring to an unabashed woman, who is not ashamed to demand her rights from the heirs. If she does not demand sustenance within two years, it is assumed that she has forgone this right. There, it is referring to a modest woman, who is embarrassed to demand sustenance from the heirs and who waits until the third year to claim this right.

[18] Rava said: We said this halakha only retroactively; the widow cannot demand to be reimbursed for the past years in which she paid for her own sustenance. However, from here onward, once she demands sustenance she has the right to receive it from the heirs.

[19] Rabbi Yoḥanan raises a dilemma: If the orphans say: We gave her sustenance, and she says: I took none, upon whom is it incumbent to bring proof to support his argument?

[20] The Gemara presents the different options: Does one say that the property is in the possession of the orphans and it is incumbent upon the widow to bring proof of her claim, in accordance with the principle that the burden of proof rests on the claimant? Or, perhaps one says that the property is in the widow's possession given that it has a lien attached to it by virtue of her marriage contract, and it is incumbent upon the orphans to bring proof of their claim.

[21] Come and hear proof from a baraita that Levi taught: In the case of a widow, as long as she has not married again, it is incumbent upon the orphans to bring proof that they provided sustenance for her. Once she has married and comes to demand the sustenance that she was supposed to receive in the past, it is incumbent upon her to bring proof that she never received anything.

[22] Rav Shimi bar Ashi said: Rabbi Yoḥanan's question is subject to a dispute between tanna'im in the following baraita: A widow sells parts of her deceased husband's property and writes: These I sold for my sustenance and these I sold as payment for my marriage contract; this is the statement of Rabbi Yehuda. Rabbi Yosei says: She sells and writes how much she sold without specification of the purpose for which it was sold. And so her power to support herself is enhanced, as she will be able to decide if what she took was payment for her marriage contract or if it was for her sustenance, based on the status of other claims to her husband's property.

[23] What, is it not that they disagree with regard to this question? According to Rabbi Yehuda, who said that she is required to specify the purpose for which it was sold, it is implied that he holds that the property is in the possession of the orphans, and it is incumbent upon the widow to provide proof. This is why she needs to write precisely for what purpose the property was sold. And Rabbi Yosei holds that she does not need to specify the purpose for which it was sold because the property is in the widow's possession, and it is incumbent upon the orphans to provide proof.

[24] The Gemara rejects this proof: From where do you arrive at this conclusion? Perhaps everyone agrees that the property is in the widow's possession and it is incumbent upon the orphans to provide proof. And Rabbi Yehuda simply teaches us a measure of good advice, so that they will not call her a glutton if they think that she spends excessively on her sustenance. He therefore advises her to specify the purpose for which everything was sold so that she can prove that she did not spend excessively on her sustenance.

[25] As, if you do not say so, then with regard to the dilemma raised by Rabbi Yoḥanan, why not resolve the dilemma from the mishna that states (97b): A woman sells her husband's property for her sustenance when not in court, and writes: These I sold for my sustenance? Based on the reasoning used earlier, one could have resolved the question by proving from here that the property is in the possession of the orphans, and it is incumbent upon the widow to bring proof for her claim. Rather, it must be that this halakha cannot be derived from this mishna, as it teaches us only good advice to keep the heirs from complaining about her. So too, in the baraita, Rabbi Yehuda teaches us a measure of good advice, not a halakha.

[26] Alternatively, one can say the opposite: Everyone agrees that the property is in the possession of the orphans, and this is the reasoning of Rabbi Yosei, as explained by Abaye the Elder, as Abaye the Elder said a parable to illustrate the opinion of Rabbi Yosei: To what is this matter comparable? To a person on his deathbed who said: Give two hundred dinars to so-and-so, my creditor. Because the word give is usually used in the context of a gift, the creditor can decide: If he desires, he takes the money as payment of the debt owed to him. This gives the creditor the advantage of being able to

collect his debt from liened properties that were sold to a third party. Or, if he so desires, he takes the money as a gift.

[27] If he takes it as a gift, his power as a creditor is not enhanced in this manner. He is not served well because he would not be able to seize property sold to a third party in order to receive his gift. So too, the widow can sell property and then decide later for what purpose she sold it.

[28] § The Gemara asks: How does a widow sell property to earn money for her support? Rabbi Daniel bar Rav Ketina said that Rav Huna said: She sells her late husband's property once every twelve months and the buyer who purchased the property from her provides her with money once every thirty days. And Rav Yehuda said: She sells once every six months and the buyer provides her with money once every thirty days.

[29] The Gemara notes: It is taught in a baraita in accordance with the opinion of Rav Huna: She sells once every twelve months, and the buyer provides her with support once every thirty days. So too, it is taught in a baraita in accordance with the opinion of Rav Yehuda: She sells once every six months, and the buyer provides her with money once every thirty days.

[30] Ameimar said: The halakha is that she sells once every six months and the buyer provides her with money once every thirty days, in accordance with the opinion of Rav Yehuda. Rav Ashi said to Ameimar: What do you have to say about the opinion of Rav Huna? He said to him: I did not hear about this statement; that is to say, I do not hold in accordance with it.

[31] § The students raised a dilemma to Rav Sheshet: If a woman sells property for her sustenance, what is the halakha? Can she return and seize those very properties that she had sold, as payment for her marriage contract?

[32] The Gemara explains: They raised this dilemma in reference to a halakha established by Rav Yosef, as Rav Yosef said: In the case of a widow who sold liened property to a third party, the property guarantee rests upon the orphans. If the property was seized from the purchasers in payment of a previous debt, then the purchasers are reimbursed by the orphans. And so too, in the case of a court that sold property belonging to the deceased, the property guarantee rests upon the orphans. It is in light of this halakha that the dilemma was raised to Rav Sheshet: What is the halakha in this case?

[33] Is the halakha that since the property guarantee rests on the orphans, she is able to seize the property? Or perhaps the buyers are able to say to her: Granted, you did not accept upon yourself a property guarantee for everyone, and it is the heirs and not you who have to reimburse us if our property is seized; however, did you not accept a guarantee about your own actions, that you as the seller will not return and seize the property from us?

[34] Rav Sheshet said to the one who raised the dilemma: You learned in a baraita: A widow sells the deceased's property for her sustenance, and she continues to do so until there is nothing left except the value of her marriage contract, and she relies upon the fact that she will collect payment of her marriage contract from the remainder of the property. Learn from this that if she left property equal in value to her marriage contract, then yes, she can sell it as payment of her marriage contract; but if she did not leave property, then no, she cannot collect her marriage contract. If she could simply seize the land from the buyers, she would not need to set aside part of her husband's property to use

as payment for her marriage contract. She could sell all the land for sustenance and afterward return and seize the property from the purchasers.

35 The Gemara rejects this proof: But perhaps the baraita teaches us good advice, so that they will not call her a retractor and say that she is an untrustworthy individual who goes back on agreements into which she entered. However, legally, she is able to seize the property from the buyers. The Gemara answers: If that is so, and the baraita intended only to give advice, let it simply teach: She collects payment of her marriage contract from the remainder. What is the purpose of the added emphasis of: She relies? Learn from this that the baraita is worded in a precise manner and teaches that if she left property, yes, she can collect payment of her marriage contract. If she did not leave over, no, she cannot collect payment of her marriage contract.

36 § A dilemma was raised before the scholars: If someone sold properties because he needed money for a certain purpose and in the end he did not need the money for that purpose, is this considered a sale conducted in error, so that the seller can renege on the deal and the sale is reversed? Or, is the sale not reversed and what is done is done?

37 The Gemara suggests: Come and hear a proof: There was a certain man who sold land to Rav Pappa because he needed money to buy oxen. In the end, he did not need the money and regretted having sold the land, and Rav Pappa returned his land to him. The Gemara rejects this: This is not a proof, as Rav Pappa acted in a manner that was beyond the letter of the law.

38 Come and hear another proof: There was a certain drought in Neharde’a during which everyone sold his mansion [appadna] in order to buy wheat. In the end, wheat arrived, driving down the price, rendering their sale unnecessary. Rav Naḥman said to them: The halakha is that the mansions are returned to their previous owners. It is evident that he holds that a sale that was prompted by the need for money is voided if it becomes clear that the seller no longer needs the money.

39 The Gemara answers: There too, the sale was conducted in error, as it became known that the ship with the wheat was already in the bays of the river at the time when the mansions were sold. Had they known that the ship was so close, they would not have sold their property. This is a case of an error at the time of the sale, which is different from a case where the circumstances changed after the sale.

40 The Gemara offers proof that the error was already present at the time of the transaction: If so, this is what Rami bar Shmuel said to Rav Naḥman when he questioned his ruling: If this is so, and the mansions need to be restored to their previous owners, you find yourself obstructing them for the future. As a result of this ruling, people will not want to buy land because they will worry that the seller will change his mind. Rav Naḥman said to him: Is that to say that it is so common, that there is a drought every day? I said that the properties are returned only in these specific circumstances. He said to him: Yes, in Neharde’a drought is a frequent occurrence.

41 The Gemara concludes: And the halakha is that if one sold properties for a certain purpose and in the end did not need the money for that reason, the sale is reversed.

42 MISHNA: A widow, whether widowed from betrothal or from marriage, sells her husband’s property when not in court.

43 Rabbi Shimon says: A widow from marriage sells when not in court, but a widow from betrothal may sell only in court, because she does not receive sustenance from her husband’s property. She

receives only her marriage contract, and anyone who does not receive sustenance may sell only in court.

[44] GEMARA: The Gemara elaborates: Granted, a widow from marriage may sell when not in court due to the fact that her sustenance is a pressing concern, so one does not make her wait until she finds a court that will oversee her sale.

[45] However, what is the reason that a widow from betrothal may sell property when not in court? Ulla said: Due to desirability. The Sages enacted several ordinances on behalf of women, so that men will want to marry them. Rabbi Yoḥanan said: Because a man does not want his wife to be disgraced by being involved in court proceedings.

[46] The Gemara asks: What is the practical difference between the two opinions? The Gemara answers: The practical difference between them is in the case of a divorcée. According to the one who says that it is due to desirability, a divorcée also requires desirability. But according to the one who says that it is because a man does not want his wife to be disgraced in court, a man does not care if his ex-wife is disgraced.

[47] We learned in the mishna (97b): And a divorcée may sell only in court. The Gemara asks: Granted, according to the one who says that this is because a man does not want his wife to be disgraced in court, here he does not care if his ex-wife is disgraced. However, according to the one who says that it is due to desirability, a divorcée also requires desirability, so why should she be required to sell in court?

[48] The Gemara answers: In accordance with whose opinion is this continuation of the mishna? It is according to the opinion of Rabbi Shimon in the mishna, who explains that anyone who is selling property to receive payment of her marriage contract and not for sustenance is required to sell only in court, and a divorcée does not receive sustenance.

[49] The Gemara asks: If this is according to the opinion of Rabbi Shimon, then wasn’t it already taught in the first clause that a widow from betrothal sells only in court because she does not receive sustenance? Since the same reasoning applies to a divorcée, why would the mishna have to teach the halakha again in this case?

[50] The Gemara answers: It was necessary, lest you say: In the case of a widow from betrothal, she is not in great need of her desirability, as she has not been tarnished through sexual relations and men will not hold back from marrying her, and therefore she can go to the court to manage her affairs; however, a divorcée, who is in great need of her desirability and needs assistance in getting remarried, say that she requires desirability so that she will not be disgraced and she is allowed to take care of her affairs out of court. Lest you make this argument, the halakha was clearly stated in the mishna.

[51] The Gemara asks: Didn’t we already learn this halakha, as it also says in the mishna the following generalization: And anyone who does not receive sustenance may sell only in court? This halakha was intended to add what? Was it not meant to add the case of a divorcée and teach that she can sell only in court, in which case the concluding remark of the mishna about the divorcée is superfluous?

[52] The Gemara rejects this: No, it is to include a woman about whom there is uncertainty whether she is divorced or whether she is not divorced, and it is in accordance with the opinion of Rabbi Zeira, as Rabbi Zeira said: Wherever it was said: A woman that there is uncertainty whether she is

divorced or whether she is not divorced, her husband is obligated to provide her sustenance until the divorce is final, and a woman in this situation may sell out of court as well.

[53] The Gemara suggests: Come and hear proof: Just as the widow sells when not in court, so too, her heirs, those who inherit her marriage contract, sell when not in court. Granted, according to the one who says that the reason why she may sell out of court is because a man does not want his wife to be disgraced by having to appear in court, it is possible to say that just as he is not amenable to the idea that she will be disgraced, he also is not amenable to the idea that her heirs will be disgraced. However, according to the one who says that she sells out of court due to desirability, what desirability do her heirs need to have? Ulla interpreted it: This could take place, for example, when her daughter or her sister inherited from her, and they too need desirability.

[54] MISHNA: If a woman sold all or part of her marriage contract, or if she mortgaged all or part of her marriage contract, or if she gave away as a gift all or part of her marriage contract to another, then she sells the remainder only in court. And the Rabbis say: She sells even four or five times, and she is not obligated to sell everything at one time. And despite selling several times, she sells for her sustenance even when not in court, and she writes in the bill of sale: I sold this for my sustenance. And a divorcée, who does not receive sustenance, sells only in court.

[55] GEMARA: The Gemara asks: Whose opinion is expressed in the mishna? The Gemara answers: It is in accordance with the opinion of Rabbi Shimon, as it is taught in a baraita: If she sold all of her marriage contract, or mortgaged her marriage contract, or if she made her marriage contract designated repayment to another, she does not receive sustenance any longer; this is the statement of Rabbi Meir. Rabbi Shimon says: Although she has not sold or mortgaged her entire marriage contract, but only half of it, she has lost her right to sustenance. Therefore, she can only sell the rest of her marriage contract in court.

[56] The Gemara asks: Is this to say that Rabbi Shimon holds that we do not say that part of the money has a status like the entire sum of money? Since she no longer has a claim to the entire sum of her marriage contract, it is as though she no longer has a marriage contract and loses her right to sustenance, and the Rabbis hold that we do say part of the money is like the entire money.

[57] Didn’t we hear them say the opposite? As it is taught in a baraita concerning the verse that speaks about the High Priest (Leviticus 21:13): “And he shall take a wife in her virginity,” to exclude a grown woman whose sign of virginity has diminished because when a girl goes through puberty her hymen wears away; this is the statement of Rabbi Meir. Rabbi Elazar and Rabbi Shimon declare as fit even a grown woman for the High Priest. This implies that they are of the opinion that the absence of a part is not considered the absence of the whole, and although part of her sign of virginity has been diminished, it is still present.

[58] The Gemara answers: There they disagree with regard to the interpretation of the verses. Rabbi Meir holds that were it stated in the verse a virgin, this general term would have indicated that as long as she is a virgin, even if she has only part of her sign of virginity, she could marry the High Priest. However, since the verse states: “Her virginity,” it means to say until there is a sign of virginity in its entirety. The addition of the prefix “in” to the phrase “in her virginity” teaches that if she engaged in sexual intercourse in the typical manner, i.e., in the place where her sign of virginity lies, then yes, it is considered that she has engaged in sexual intercourse and is no longer considered

a virgin. But if she engaged in sexual intercourse in an atypical manner, i.e., anal intercourse, then she is not considered to have engaged in sexual intercourse.

[59] By contrast, Rabbi Elazar and Rabbi Shimon hold that the word virgin implies a complete virgin, whose sign of virginity is completely intact. Therefore, when the verse says: “Her virginity,” it indicates that even if she has only part of her sign of virginity, in this regard she is still considered a virgin.

[60] When the verse states “in her virginity,” the intent is that her sign of virginity should be fully intact, with her not having engaged in sexual intercourse of any kind, whether in the typical manner or through atypical sexual intercourse. Therefore, this dispute is not relevant to the dispute with regard to whether part of the money can be considered akin to all of the money.

[61] § The Gemara relates: There was a certain woman who seized a silver cup as partial payment of her marriage contract and who also demanded sustenance. She came before Rava for judgment. He said to the orphans: Go and give her sustenance, as there are none who are concerned about the ruling of Rabbi Shimon, who said that we do not say that part of the money has a status like the entire sum of money.

[62] § Rabba, son of Rava, sent this question to Rav Yosef: Does a woman who sells her late husband’s property when not in court need to take an oath that she has not taken more than she deserves, or does she not need to take an oath? Rav Yosef replied to him: But you should have raised the dilemma if prior to the sale she needs to make a public announcement in order to properly assess the value of the property.

[63] He said to him in response: I am not raising the dilemma as to whether there needs to be a public announcement, as Rabbi Zeira said that Rav Naḥman said: A widow who assessed the property for herself and took from the property according to her own calculation has accomplished nothing.

[64] Now what are the circumstances here? If they publicly announced that this property was for sale and arrived at an agreed upon assessment of its value, why is it that she has accomplished nothing? The same halakha that applies to any purchaser should apply to her. Rather, is it not that no public announcement was made; and doesn’t this teach that if she took it for herself, she has accomplished nothing, but if she sold it to someone else, then her action is effective, despite there not being any public announcement?

[65] The Gemara rejects this: Actually, this is a case where they made a public announcement and where they said to her: Who assessed this for you? Although the sale was conducted publicly, there was still no assessment of the property value.

[66] That case is similar to this incident of a certain man with whom someone had deposited coral belonging to orphans. He went and assessed the value of the coral for himself at four hundred dinars and then took it for himself. The coral appreciated in value and its value now stood at six hundred dinars.

[67] He came before Rabbi Ammi to determine whether the profit belonged to the orphans or to him. Rabbi Ammi said to him: Who assessed this for you? Since you never had it assessed, neither the court nor the orphans sold it to you. Therefore, you never acquired the coral, and it remained in the possession of the orphans and the profit is theirs.

[68] The Gemara concludes: And the halakha is that she is required to take an oath, but she is not required to make a public announcement.

[69] MISHNA: In the case of a widow whose marriage contract was worth two hundred dinars and she sold property that was worth one hundred dinars for two hundred dinars, or if she sold property worth two hundred dinars for one hundred dinars, she has received payment of her marriage contract and can demand nothing more.

[70] If her marriage contract was worth one hundred dinars and she sold property worth one hundred dinars and a dinar for one hundred dinars, the sale is void because she sold property that did not belong to her. Even if she says: I will return the additional dinar to the heirs, the sale is nevertheless void.

[71] Rabban Shimon ben Gamliel says: Actually, the sale is valid. It is not considered an invalid sale until there is an error so extreme that had there been no mistake, there would have remained in the field an area required for sowing nine kav of seed, the smallest area of land worth working. In that case, the orphans can reasonably claim that they are unwilling to give up on the land that belongs to them. However, if the error is less than this, it is enough if she returns the remainder to the orphans. And in the case of a garden, the sale is void if, had there been no error, there would have remained an area required for sowing a half-kav of seed, as this is the smallest size of garden worth working. Or, according to the statement of Rabbi Akiva, an area required for sowing a quarter-kav of seed.

[72] If her marriage contract was worth four hundred dinars, and she sold property to this one for one hundred dinars, and she sold property to that one for one hundred dinars, and again to a third one, and she sold property to the last one worth one hundred dinars and a dinar for only one hundred dinars, the sale of the last property is void, as the price she charged was below the market value. And all of the others, their sale is valid, as they were sold for the correct price.

[73] GEMARA: The Gemara questions the first halakha mentioned in the mishna, which teaches that if the widow sold property worth two hundred dinars for one hundred dinars, or if she sold property worth one hundred dinars for two hundred dinars, in either case she can no longer demand any payment of her marriage contract. The Gemara asks: What is different about the case where she sold property worth two hundred dinars for one hundred dinars, where the halakha is that she has received her entire marriage contract, as the heirs can say to her: You caused yourself to lose out since you received from the estate the value of your entire marriage contract, but because you sold it improperly, you did not receive its full value. Why then, in the case where she sold property worth one hundred dinars for two hundred dinars, can she not also say to the heirs: I profited from the sale, but I received only the value of one hundred dinars from the estate, and I am entitled to another one hundred dinars?

[74] Rav Naḥman said that Rabba bar Avuh said:

[75] Here Rabbi Yehuda HaNasi taught, i.e., it can be learned from this mishna that it is Rabbi Yehuda HaNasi’s opinion that everything belongs to the owner of the money. If one earned a profit through the actions of his agent, the profit belongs to him and not to the agent, as it is taught in a baraita where the Sages debate this matter: In a case where one sent an agent to the marketplace to purchase merchandise at a certain price, if in addition to items that the agent purchased they added for him one extra item, the entire profit belongs to the agent; this is the statement of Rabbi Yehuda. Rabbi Yosei says: The owner of the money and the agent split the profit.

[76] The Gemara asks: But isn’t it taught in a baraita that Rabbi Yosei says: Everything belongs to the owner of the money? Rami bar Ḥama said: This is not difficult. Here the baraita is referring to an item that has a fixed price. If the seller added something, it is clear that the additional item is a gift, but it is unclear if the gift is meant for the agent or for the owner of the money, so it is split between the two. Whereas there, the baraita is referring to an item that does not have a fixed price, and one can say that any additional items that were given were not intended for the agent, but were part of the overall deal and belong to the owner of the money.

[77] Rav Pappa said: The halakha is that an item that has a fixed price is split, and with regard to an item that does not have a fixed price, the entire profit belongs to the owner of the money. The Gemara asks: What is he teaching us with that statement? That is exactly what Rami bar Ḥama said. The Gemara explains: He wanted to say that the answer that we taught is the correct answer, and one can issue practical halakhic rulings based on it.

[78] § A dilemma was raised before the Sages: If one said to his agent: Sell on my behalf a half-kor, and the agent went and sold for him a kor, what is the halakha? Is he considered to be adding to the words of his employer? In that case, though he also performed an action that he was not assigned to do, part of his action was performing his assigned agency, and the buyer at least acquired a half-kor. Or perhaps he is considered to be disregarding his employer’s words, since he did not perform exactly what he was told to do, in which case the entire transaction was performed by his own volition, without the authorization of his employer, and even the half-kor is not acquired by the buyer.

[79] Rav Ya’akov of Pekod River said in the name of Ravina: Come and hear proof from a mishna (Me’ila 20a): The mishna teaches with regard to the halakhot of misuse of consecrated property: If the host said to his agent: Give the guests a piece of meat, and the agent went and said to the guests: Take two pieces, and they went and took three, and in the end it was ascertained that the meat was consecrated, they are all guilty of misusing consecrated property.

[80] Granted, if you say that the agent is adding to the words of the host, this halakha is understandable, because then, when the agent said to the guests: Take two pieces, he presented one of the pieces as the agent of the host. It is due to that reason that the host is guilty of misusing consecrated property. However, if you say that the agent is disregarding the words of the host, why is the host guilty of misusing consecrated property? Didn’t we learn in a mishna (Me’ila 20a): If an agent who performed his assigned agency caused consecrated property to be misused, it is the host who appointed him who is guilty of misusing consecrated property; however, if the agent did not perform his assigned agency, and did not act in accordance with his instructions, it is the agent who is guilty of the misuse and not the employer?

[81] The Gemara answers: With what are we dealing here? This is a case where the agent said explicitly to the guests: Take one piece with the consent of the host, and one piece with my consent, and they took three pieces. Since every piece of meat was taken with the consent of someone else, they are all guilty of the misuse of consecrated property.

[82] The Gemara suggests: Come and hear an understanding of the mishna: If her marriage contract was worth one hundred dinars, and she sold property worth one hundred dinars and a dinar for one hundred dinars, the sale is void.

[83] The Gemara interprets the case of the mishna: What, is it not that she sold property worth one hundred dinars and a dinar for one hundred dinars and a dinar, and there was no error in the sale? And what does it mean when the mishna says that she sold the property for one hundred dinars? It means that she sold it in order to receive the one hundred dinars owed to her because of her marriage contract. And what does it mean when it says in the mishna: Even if she says: I will return the one extra dinar to the heirs, nevertheless the sale is voided? It means that even if she says: I will return the dinar to the heirs by giving them a dinar's worth from my land, the heirs will not be losing anything at all. The Gemara concludes the proof: And the mishna teaches that even so the sale is void, implying that not just what she added is void, but the entire sale is voided.

[84] Rav Huna, son of Rav Natan, said: No, the correct understanding of the mishna is not that she sold the land for its proper price. Rather, the mishna is referring to a situation where she reduced its price and sold the property for less than its worth, and there was an error in the sale itself.

[85] The Gemara asks: Since the last clause of the mishna deals with a case where she reduced the price, it stands to reason that the first clause of the mishna is a case where she did not reduce the price. Why would the mishna repeat itself for no reason? As it teaches in the last clause of the mishna: If her marriage contract was worth four hundred dinars and she sold property to this one for one hundred dinars, and she sold property to that one for one hundred dinars, and again to a third one, and she sold property to the last one worth one hundred dinars and a dinar for only one hundred dinars, the sale of the last property is void. And as for all of the others, their sale is valid because they were sold for the correct price.

[86] The Gemara rejects this: No, both the first and the last clauses discuss cases where she reduced the price of the land and sold it for less than its worth. And the last clause teaches us this: The reason that the sale is void is that in that case, since she had already received full payment of her marriage contract, she reduced the price in a sale that she made with property of the orphans and at their expense. However, when she reduced the price of the land in the sale of her own property, as in the earlier clauses of the mishna, her sale is valid.

[87] The Gemara asks: How can it be that this is what the last clause of the mishna is teaching? It can already be concluded from the first clause of the mishna, which states: In the case of a widow whose marriage contract was worth two hundred dinars and she sold property that was worth one hundred dinars for two hundred dinars, or if she sold property worth two hundred dinars for one hundred dinars, she has received payment of her marriage contract and can demand nothing more. This teaches that although she reduced the price of her own property by half, the sale is valid.

[88] The Gemara answers: Lest you say: There, in the first clause of the mishna, the sale is valid because through the sale she has left this house entirely, i.e., she no longer has anything to do with her husband's estate, as her entire claim has been paid off; however, here, in the latter clause, decree that the first sale for one hundred dinars will be void due to the last one hundred dinars. If the first sale is allowed to take effect, this may lead to the error of the last sale taking effect as well. Therefore, the first sale should be void if she reduces the price. Lest you make this argument, the mishna teaches us that this is not the case.

[89] The Gemara returns to the question asked earlier (98b): And there are those who say: Don't raise this dilemma in a case where the employer said to his agent: Go and sell on my behalf a half-kor, and

the agent sold for him a kor, as he was certainly adding to the employer’s words, and the sale of the first half-kor is valid.

[90] Where you should raise the dilemma is a case in which the employer said to his agent: Go sell on my behalf a kor, and he went and sold for him a half-kor. What is the halakha in that case? Do we say that the agent can say to the employer: I did what is good for you by not selling everything, because you now have the opportunity to determine if you are truly in need of more money. If you decide that you do not need the money then you will not have to sell more property, because if you will realize that you do not need the money after the sale has been completed, you will not be able to reverse the sale. I therefore did you a favor by selling as little as I could.

[91] Or perhaps the employer can say to the agent: I do not agree to this. I am not amenable to the fact that this will increase the number of bills of sale that I have because I will have to write a separate promissory note for each sale, and if I will have to go to court then I may earn a reputation as someone who has many mortgages.

[92] Rabbi Ḥanina of Sura said: Come and hear a proof from the mishna for that which we learned about the halakhot of misusing consecrated property (Me’ila 21a): If one gave his agent a gold dinar, which is equal in value to twenty-five dinars or six sela, and said to him: Get me a robe. And he went and brought him a robe that cost three sela, and a cloak that also cost three sela, after which it was discovered that the original dinar was consecrated property, the halakha is that both are guilty of misusing consecrated property.

[93] Granted, if you say that the agent in a case like this is considered to be performing his assigned agency, and he was merely adding to the words of the employer, it is due to that reason that the homeowner is guilty of misusing consecrated property. However, if you say that the agent is disregarding the words of the employer, as the employer intended for him to buy a robe with all six sela, why is the employer guilty of misusing consecrated property? In this instance, the agent did not fulfill his assignment.

[94] The Gemara answers: Here we are dealing with a case where he brought him a robe worth six sela that he had succeeded in buying for only three sela, so that the employer received exactly what he wanted. And the agent did not deviate from his intentions, he merely added to them because he also bought him a cloak.

[95] The Gemara asks: If that is so, if the employee did exactly what the employer had asked him to do, then why is the agent guilty of misusing consecrated property? The Gemara answers: He is guilty of misusing consecrated property because he spent three sela of consecrated property to buy the cloak, which the employer never requested from him.

[96] The Gemara asks: If that is so, then say the last clause of the mishna quoted by Rabbi Ḥanina of Sura (Me’ila 21b): Rabbi Yehuda says: Even in this case the homeowner is not guilty of misusing consecrated property because he is able to say: I would have requested a large robe and you brought me a robe that is small and bad. If the agent had brought him a robe worth six sela as requested, then this should not be a bad robe.

[97] The Gemara answers: What is meant by bad? It is bad in its monetary value because the agent spent on the robe less than what the employer instructed him. That is why the agent is considered to have violated the wishes of his employer, as the employer can say to him: Since you chanced upon a

merchant who reduced his prices to such a degree, if you had brought me a robe for six sela as I asked you, it would all the more so have been worth twelve sela, and it would have been a much finer robe.

[98] The Gemara notes: The language of the mishna is also precise when understood in this way, as it teaches: Rabbi Yehuda concedes that both are guilty of misusing consecrated property in the following case: The agent purchased only part of what the employer requested in the case of legumes, which are sold for a set price under all circumstances,

[99] As, whether he bought legumes for a sela or whether he bought legumes for a peruta, the price would have been the same even if he bought in bulk. The Gemara concludes: Learn from here that this is the proper interpretation of the mishna.

[100] The Gemara asks about the sale of legumes: What are the circumstances where the price stays the same even if one bought in bulk? If we say that it occurs in a locale where they sell legumes by appraisal of an article's value, then when he gives the merchant a sela as payment, the seller reduces the price for him more than if he had bought less. In such a place the buyer profits, and it is clear that even legumes do not have a fixed price.

[101] Rav Pappa said: It is referring to a locale where one measures with vessels and to a case where the merchant said to him: Fill each vessel for a peruta. The buyer then receives the product in accordance to how much he pays, and does not pay less if he buys in bulk.

[102] The Gemara suggests: Come and hear a proof from the mishna: If her marriage contract was worth four hundred dinars, and she sold property to this one for one hundred dinars, and she sold property to that one for one hundred dinars, and again to a third one, and she sold property to the last one worth one hundred dinars and a dinar for only one hundred dinars, the sale of the last property is void, and all of the others, their sale is valid, as they were sold for the correct price. Here, the widow was appointed as an agent to sell property worth four hundred dinars, and she initially sold property worth only one hundred dinars, and nevertheless the sale is valid. The mishna does not say that she disregarded the orphan's instructions and the sale is void.

[103] The Gemara answers: It is as Rav Sheisha, son of Rav Idi, said in another context: This is stated with regard to small tracts of land that are geographically separated and do not form one land mass that can be sold as a single unit. Here too, the ruling of the mishna is stated with regard to small tracts of land that are not part of one larger field, and so this case is not proof that an agent who sells less than he was instructed to is considered to be adding to and not disregarding his employer's instructions.

[104] § In continuation of the previous discussion, the Gemara raises another problem: It is obvious that if the employer said to his agent: Sell my property to one person, but not to two, and the agent sold the property to two people, since he said to him: To one, but not to two, it is certain that the agent has disregarded his instructions and is no longer considered an agent. However, if the employer said to the agent: Sell to one person, without specifying that he should not sell to two people, what is the halakha if the agent did sell the property to two people?

[105] Rav Huna said: The employer meant to sell to one person and not to two people. It is Rav Ḥisda and Rabba, son of Rav Huna, who both say: He meant to one person and even to two people. When

he said to one person, he meant and even to one hundred people, as he did not mean one person specifically.

[106] Rav Naḥman happened to come to Sura. Rav Ḥisda and Rabba bar Rav Huna entered before him. They said to him: In a case like this one, which was discussed above in the Gemara, what is the halakha? He said to them: When he said to one person, he meant and even to two people. When he said to one person, he meant and even to one hundred people.

[107] Rav Ḥisda and Rabba bar Rav Huna said to him: Is the agent considered to be performing his assigned agency even though he erred, e.g., by selling property for less than its value? Rav Naḥman said to them: I do not say so in a case where the agent erred. They said to him: But didn't the Master say that there is no prohibition against fraud in the sale of land, and land does not have a set value?

[108] He replied to them: This applies only where the homeowner erred, e.g., where he sold land for less than its market value. In that case, he cannot claim that the sale is invalid because of fraud. However, in a case where the agent erred, the homeowner can say to the agent: I sent you to act for my benefit and not to my detriment, and his appointment as an agent is nullified.

[109] The Gemara explains: And from where do you say that there is a legal difference between an error made by an agent and an error made by a homeowner?

[110] As we learned in a mishna (Terumot 4:4): In the case of one who says to his agent: Go out and separate the portion of the produce designated for the priest [teruma], the agent separates teruma in accordance with the mind-set of the homeowner. He must separate the amount that he assumes the owner would want to give, as there is no fixed fraction for the amount that one must set aside as teruma. A generous person would give as much as a fortieth of the produce as teruma, while a stingy person would give a sixtieth. And if he does not know the mind-set of the homeowner, he separates an intermediate measure, i.e., one-fiftieth of the produce. If he subtracted ten from the denominator and separated one-fortieth, or added ten to the denominator and separated one-sixtieth of the produce, his teruma is considered teruma.

[111] Whereas with regard to the homeowner himself it is taught in a baraita: If he separated teruma and even one-twentieth of the produce came up in his hand, his donation is effective and is considered teruma. The agent may deviate from the intention of the homeowner only within certain parameters. If he misunderstood the homeowner's wishes and separated an unusually large percentage of the produce, his action accomplished nothing. The same action, however, when performed by the homeowner, is effective; if the homeowner himself mistakenly separated an unusually large percentage of his produce, it becomes teruma.

[112] The Gemara returns to discuss whether a person is particular about having too many documents with his name on them. The Gemara suggests: Come and hear a proof from the mishna: If her marriage contract was worth four hundred dinars, and she sold property to this one for one hundred dinars, and she sold property to that one for one hundred dinars, and again to a third one, and she sold property to the last one worth one hundred dinars and a dinar for only one hundred dinars, the sale of the last property is void, and all of the others, their sale is valid, as they were sold for the correct price. She should have sold the land to one individual and not increased the number of documents bearing guarantees for the orphans to worry about. Still, if she did sell to several people, the sales are all valid.

[113] The Gemara answers: Rav Sheisha, son of Rav Idi, said: This is stated with regard to small tracts of land that are geographically separated and do not form one land mass that can be sold as a single unit.

[114] MISHNA: The halakha with regard to the assessment of the judges of the value of a piece of property in order to sell it is as follows: Where they decreased the price by one-sixth of its market value or added one-sixth to its market value, their sale is void.

[115] Rabban Shimon ben Gamliel says: Their sale is valid. If it were so that the sale is void, then what advantage is there to the power of the court over an ordinary person? However, if they made a document of inspection, i.e., an announcement that people should come to inspect the field and bid on the property, then even if they sold property worth one hundred dinars for two hundred dinars, or sold property worth two hundred dinars for one hundred dinars, their sale is valid, as the transaction was agreed upon and done publicly.

[116] GEMARA: A dilemma was raised before the Sages: An agent who mistakenly sold land for less than its value is like whom? Is he comparable to a judge, whose sale is effective if he did not err by more than one-sixth of the market price, or is he comparable to a widow, whose sale is void if she sold for anything less than the market price?

[117] Rava said that Rav Naḥman said: The halakha with regard to the agent is like the halakha pertaining to the judges. Rav Shmuel bar Bisna said that Rav Naḥman said: The halakha with regard to the agent is like the halakha with regard to a widow.

[118] Rava said that Rav Naḥman said: The halakha with regard to the agent is like the halakha with regard to the judges. Just as the judges have an advantage because they do not assess the value of property for their own benefit, so too, the agent also does not act for his own benefit; this is to the exclusion of a widow who sells for her own benefit.

[119] Rav Shmuel, son of Bisna, said that Rav Naḥman said: The halakha with regard to the agent is like the halakha with regard to a widow. Just as a widow is an individual, so too the agent is an individual. This is to the exclusion of the court, which is composed of many people. The Gemara concludes: And the halakha is that with regard to this matter, an agent is like a widow.

[120] The Gemara asks: And in what way is that case different from this case? As we learned in a mishna (Terumot 4:4): In the case of one who says to his agent: Go out and separate teruma, the agent separates teruma in accordance with the mind-set of the homeowner. And if he does not know the mind-set of homeowner, he separates an intermediate measure, i.e., one-fiftieth of the produce. If he subtracted ten from the denominator and separated one-fortieth or added ten to the denominator and separated one-sixtieth of the produce, his teruma is considered teruma. If the agent is comparable to a widow, then why isn’t the halakha that the teruma that he has separated is nullified, since he did not act in accordance with the wishes of the homeowner?

[121] The Gemara answers: There, since there are those who separate in a miserly fashion one-sixtieth, and there are those who separate generously one-fortieth, the agent can say to his employer: I estimated you to be generous or miserly. However, here there is no logical reason for the mistake made by the agent. It is simply an error on the part of the agent, and so the owner can say to him: You ought not to have erred.

122 § Rav Huna bar Ḥanina said that Rav Naḥman said: The halakha is in accordance with the statement of the Rabbis in the mishna. The Gemara asks: Does Rav Naḥman not agree with the argument: What advantage is there to the power of the court? Didn't Rav Naḥman say that Shmuel said: In a case of orphans who came to divide their father's property, the court appoints a steward [apotropos] for them and selects for the orphans appropriate portions and divides the property accordingly. Afterward, once the orphans have matured, they are able to protest this division of the property. And Rav Naḥman said his own statement: Once the orphans have matured, they are not able to protest, as if they were able to do so, what advantage would there be to the power of the court? This proves that Rav Naḥman agrees with Rabban Shimon ben Gamliel.

123 The Gemara answers: This is not difficult. The case of the mishna was one where the judges erred in their assessment, and therefore Rav Naḥman said that the sale is void in accordance with the Rabbis. However, the case of the division of property among the orphans is one where they did not err, and so he ruled in accordance with the principle of Rabban Shimon ben Gamliel, that the court is given an advantage and the orphans are not able to protest the division.

124 The Gemara asks: If the case is one where the judges did not err, with regard to what could the orphans protest? After all, the judges acted correctly. The Gemara answers: They can protest with regard to the locations; one of the orphans can contend that he prefers property in a different location than he was given.

125 When Rav Dimi came from Eretz Yisrael, he said: A similar incident occurred and Rabbi Yehuda HaNasi acted in accordance with the statement of the Rabbis of the mishna. Perata, son of Rabbi Elazar ben Perata, grandson of Rabbi Perata the Great, said before him: If that is the case, what advantage is there to the power of the court over an ordinary person? And Rabbi Yehuda HaNasi reversed his ruling about the incident.

126 Rav Dimi would teach the incident in this way, as described above. Rav Safra would teach it in this slightly altered way: There was an incident, and Rabbi Yehuda HaNasi wished to act in accordance with the statement of the Rabbis of the mishna. Perata, son of Rabbi Elazar ben Perata, grandson of Rabbi Perata the Great, said before him: If that is the case, what advantage is there to the power of the court over an ordinary person? Consequently, Rabbi Yehuda HaNasi did not take action according to the statement of the Rabbis.

127 The Gemara suggests: Let us say that they disagree about this: One Sage, Rav Dimi, holds that if one erred in a matter that appears in the Mishna, the decision is revoked. And one Sage, Rav Safra, holds that if one erred in this manner the decision is not revoked. This is why, in Rav Safra's version, Rabbi Yehuda HaNasi changed his mind before issuing his ruling.

128 The Gemara rejects this: No, everyone agrees that if one erred in a matter that appears in the Mishna, the decision is revoked. There is no fundamental dispute between them, only a disagreement as to the details of the case. One Sage holds that the incident occurred in this way, and one Sage holds that the incident occurred in this way.

129 § Rav Yosef said: In the case of a widow who sold property to support herself or as payment of her marriage contract, the property guarantee rests upon the orphans. Therefore, if she sold liened property that was then seized from the purchasers in payment of a previous debt, the buyers are entitled to be reimbursed from the property of the orphans. And so too, if the court sold property for the same purpose, the property guarantee rests upon the orphans.

[130] The Gemara asks: Isn’t this obvious? The widow does not sell her own property, but rather she sells property from her husband’s estate to pay off his debts to her, and so clearly the guarantee rests on his properties that now belong to the orphans.

[131] The Gemara answers: In truth, it was not necessary for Rav Yosef to mention this with regard to the widow, as it is clear that the property guarantee rests upon the orphans. Where it was necessary for him to mention this halakha was with regard to the court. Lest you say:

[132] Everyone who buys from the court buys with the implicit understanding that the sale generates publicity, as a court sale is conducted in public with notices. The buyer could therefore think to himself that if no claimants came forward until the time of the actual purchase, then it is certain that there can be no problem with his purchase and he forgoes his property guarantee. Lest you say this, Rav Yosef teaches us that there is nevertheless a guarantee on the property, and it rests upon the orphans and not on the court.

[133] § The mishna teaches: Rabban Shimon ben Gamliel says that even if the judges err, the transaction is not void because of the prerogative of the court. The Gemara asks: And to what extent can they err without causing the deal to be reversed? Rav Huna bar Yehuda said that Rav Sheshet said: Until half of the value.

[134] That is also taught in a baraita: Rabban Shimon ben Gamliel said: A court that sold property worth one hundred dinars for two hundred dinars, or property worth two hundred dinars for one hundred dinars, their sale is valid. Since he doesn’t give as an example a larger gap between the market value and the sale price, this must be the most extreme case in which the transaction is not reversed.

[135] Ameimar said in the name of Rav Yosef: With regard to a court that sold without an announcement, it is considered as if they erred in a matter that appears in the Mishna and their decision is reversed.

[136] The Gemara asks: Why does Rav Yosef say that it is considered as if the court erred in a matter that appears in the Mishna, when it certainly erred in this manner? As we learned in a mishna (Arakhin 21b): The assessment of the orphans is for thirty days, and the assessment for consecrated property is for sixty days, and they make announcements during the thirty and the sixty days respectively both in the morning and in the evening. The mishna states explicitly that announcements must be made. If the court did not make the announcements, it clearly erred in a matter that appears in the Mishna.

[137] The Gemara answers: If all the information that I had were from that mishna, I would say that this applies to an agent but not to a court. Therefore, Rav Yosef teaches us that even a court that sold property without making announcements has erred.

[138] Rav Ashi raised an objection to the statement of Ameimar: The mishna teaches that the halakha with regard to the assessment of the value of a piece of property in order to sell it through the judges is as follows: In a case where they decreased the price by one-sixth of its market value or added one-sixth to its market value, their sale is void. One can see from here that if the judges sold the property for its value, their sale is valid. What, is the mishna not discussing a case where no announcement was made? Ameimar replied: No, the case under discussion is one where they did make an announcement.

[139] The Gemara asks: Since the last clause is referring to a case where the court made an announcement, the first clause must be referring to a case where they did not make announcements, as it teaches in the final clause: If they made a document of inspection and announced the sale publicly, then even if they sold property worth one hundred dinars for two hundred dinars or property worth two hundred dinars for one hundred dinars, their sale is valid.

[140] Rather, this should be understood differently. Actually, the first clause of the mishna is referring to a case where they did not make an announcement, and this is not difficult. Here, Ameimar is referring to items for which one makes an announcement, and if this was not done then the sale is void. There, the mishna is speaking of items for which one does not make announcements.

[141] And these are the items for which one does not make an announcement: Slaves, movable property, and contracts. The Gemara explains: What is the reason that slaves are sold without an announcement? Slaves are sold without an announcement lest they hear that they are about to be sold and escape. Why is the sale of movable property and contracts also not announced? Lest they be stolen.

[142] And if you wish, say instead that here Ameimar is referring to a time when one makes an announcement, while there the mishna is referring to a time when one does not make an announcement.

[143] When does one not make an announcement? As the Sages of Neharde'a say: For the purpose of paying head tax, and for payment to provide for children's sustenance, and for burial, the court sells property inherited by orphans without an announcement because these are pressing needs. There is no time to wait for an announcement.

[144] And if you wish, say instead that here, Ameimar is referring to a locale where one makes an announcement, while there, the mishna is referring to a locale where one does not make an announcement, as Rav Naḥman said: They never made a document of inspection in Neharde'a.

[145] Some of the students understood from Rav Naḥman's statement that no announcements were made in Neharde'a because the Sages there were all expert in the appraisal of an article's value. Rav Yosef bar Minyumi said to them: This was explained to me personally by Rav Naḥman himself: It was because those who purchase the property are called: People who consume property that was publicly announced. This disparaging nickname was given because the purchasers were perceived as taking advantage of the distress of others by running to buy the property of someone in trouble. Since decent, honest people did not wish to buy property whose sale had been announced, they stopped making announcements.

[146] Rav Yehuda said that Shmuel said: Movable property that belongs to orphans is appraised and sold immediately so that it not deteriorate over time. Rav Ḥisda said that Avimi said: The movable property is sold on a market day, when there are many potential buyers and the items will sell for a proper price.

[147] The Gemara notes: And they do not disagree with each other. Rather, this opinion, that the items are sold on a market day, applies when the market day is approaching, so the property is not sold immediately. That opinion, that the items are sold immediately, applies when the market day is far off.

[148] Rav Kahana was in possession of beer that belonged to Rav Mesharshiyya bar Ḥilkai, who was an orphan. He delayed selling it until the Festival. He explained the rationale for his actions and said: Although it is possible that it may deteriorate [itzatzta] and sour a little, it nevertheless brings in money at the time of the Festival, as it will sell for a higher price and for money, not credit. Consequently, it is in the best interests of Rav Mesharshiyya bar Ḥilkai to hold off and sell the beer at the next Festival.

[149] It is also related that Ravina was in possession of wine belonging to the orphan Ravina the younger, who was his sister's son. He also had wine of his own, which he was taking to Sikhra to sell.

[150] He came before Rav Ashi and said to him: What is the halakha here, am I able to bring his wine along with my wine, or must I wait for a more opportune time to sell it? He said to him: Go to Sikhra and take his wine along as well, as his is no better than yours, and if you sell your own wine in this manner, it is clear that you think this is the best way to sell, and it is permitted for you to sell his wine in this manner.

[151] MISHNA: An orphan girl who was married off by her mother or brother before reaching the age of majority may refuse to continue living with her husband upon reaching the age of majority, thereby retroactively annulling their marriage. In the case of one who refuses to continue living with her husband in this manner; and in the case of a woman who is a secondary forbidden relative by rabbinic law; and in the case of a sexually underdeveloped woman [ailonit], who is incapable of bearing children, each of these women is not entitled to payment of a marriage contract; and they are not entitled to remuneration for the produce that the husband consumed; and they are not entitled to sustenance; and they are not entitled to their worn clothes that were brought in to the marriage as part of their dowry and became worn out during the marriage.

[152] If, from the start, he married her with the understanding that she is an ailonit, then she is entitled to payment of a marriage contract.

[153] In the case of a widow who married a High Priest; or a divorcée or a yevama who performed ḥalitza and later married a common priest; or a daughter born from an incestuous or adulterous relationship [mamzeret] who married an Israelite; or a Gibeonite woman who married an Israelite; or a Jewish woman who married a Gibeonite or a mamzer, although each of these unions is prohibited by Torah law, the woman is still entitled to payment of a marriage contract.

[154] GEMARA: Rav taught that a minor girl who was married off by her mother or by her brother and who is divorced with a bill of divorce is not entitled to her marriage contract. According to Torah law, this marriage never took effect, and it was never established that in this situation she would receive a marriage contract. And all the more so, one who refuses to continue living with her husband and annuls the marriage herself is not entitled to payment of a marriage contract.

[155] Shmuel taught that one who refuses to continue living with her husband is not entitled to her marriage contract, but one who is divorced with a bill of divorce is entitled to her marriage contract.

[156] The Gemara notes: And Shmuel follows his line of reasoning, as Shmuel said: One who refuses to continue living with her husband is not entitled to her marriage contract, but one who is divorced with a bill of divorce is entitled to her marriage contract.

[157] Shmuel also said: One who refuses to continue living with her husband is not disqualified from marrying one of the brothers of her husband. Her refusal annuls the marriage, and it is as if it never happened. And for the same reason, unlike a divorcée, this girl is not disqualified from marrying a member of the priesthood. However, one who is divorced with a bill of divorce is disqualified from marrying one of the brothers and is also disqualified from marrying a member of the priesthood.

[158] Another difference between a woman who refuses to continue living with her husband and a woman who was divorced normally is the following: One who refuses to continue living with her husband does not need to wait three months before remarrying, as other women who separate from their husbands must.

[159] One who leaves the marriage union through a bill of divorce is required to wait three months before remarrying.

[160] The Gemara asks: What is Shmuel teaching us by telling us all of this? We already learned it all in Yevamot (108a): In the case of one who refuses to continue living with a certain man, he is permitted to her relatives and she is permitted to his relatives, and she is not disqualified from marrying into the priesthood. If he gave her a bill of divorce, then he is forbidden to her relatives and she is forbidden to his relatives, and she is disqualified from marrying into the priesthood.

[161] The Gemara answers: It was necessary for him to mention that if she receives a bill of divorce, she is required to wait three months before remarrying, as we did not learn that halakha in the mishna. Once Shmuel mentioned the difference between one who refuses to continue living with her husband and one who is divorced, he mentioned the other differences between the two cases.

[162] The Gemara suggests: Let us say that this dispute between Rav and Shmuel is parallel to a dispute between tanna’im, as the baraita teaches: Rabbi Eliezer says: The act of marriage by a minor girl is nothing, i.e., has no legal impact, when she is married off not by her father, and her husband is not entitled to any lost article that she finds, and not to her earnings; and he is not able to annul her vows; and he does not inherit from her; nor does he become impure for her if he is a priest. The principle is that her legal status is not that of his wife in every sense, only that she requires a refusal in order to leave the marriage.

[163] Rabbi Yehoshua says: The act of marriage by a minor girl is something, i.e., has legal impact, and her husband is entitled to any lost article that she finds and to her earnings; and he is able to annul her vows; and he inherits from her; and he becomes impure for her, even if he is a priest. The principle is that her legal status is that of his wife in every sense, except for the fact that she leaves this union through refusal and does not need a bill of divorce.

[164] Shall we say that Rav said that she does not receive payment of her marriage contract in accordance with the opinion of Rabbi Eliezer, who holds that her marriage did not take effect, and that Shmuel said that she does receive payment of her marriage contract in accordance with the opinion of Rabbi Yehoshua, who holds that her marriage did take effect?

[165] The Gemara rejects this: According to the opinion of Rabbi Eliezer, everyone agrees that a minor girl’s marriage has no legal standing and, as Rav said, she is not entitled to payment of her marriage contract.

[166] When they disagree, they disagree in accordance with the opinion of Rabbi Yehoshua. Shmuel is in accordance with the literal opinion of Rabbi Yehoshua. And Rav says that when Rabbi Yehoshua

said there that a minor girl has a legal status of his wife in every sense, it was only with regard to her obligations toward him. But with regard to his obligations toward her, since according to Torah law they are not married, the Sages could not obligate the husband to pay her anything.

[167] § The mishna teaches that a girl who refuses to continue living with her husband, a woman who is forbidden by rabbinic law as a secondary relative, and an ailonit are not entitled to payment of a marriage contract and are not entitled to their worn clothes. Rav Huna bar Ḥiyya said to Rav Kahana: You told us in the name of Shmuel: They taught that she is not entitled to her worn clothes only with regard to the worn-out items of usufruct property [nikhsei melog], but she does have rights to the worn-out items of her guaranteed property [tzon barzel].

[168] Rav Pappa discussed it and wondered: To which part of the mishna is this referring? If we say that it is referring to one who refuses to continue living with her husband, then if the worn-out articles are still in existence, she takes both the usufruct and the guaranteed properties. Since the marriage is annulled, she takes whatever belongs to her. And if they are no longer in existence and were completely worn out over the course of time, then she does not take compensation for either of them, as the husband was within his rights to make use of them.

[169] Rather, it must be that Shmuel's statement is in reference to an ailonit. This too is difficult as, in that case, if the articles are still in existence she takes both the usufruct and the guaranteed properties. If they are no longer in existence, then Shmuel should have stated the opposite and said: With regard to the usufruct property, which remains in her possession during the marriage, she does receive compensation for it in the event that the marriage is annulled. However, she does not receive compensation for the guaranteed property, which does not remain in her possession during the marriage but in the possession of her husband.

[170] Rather, it must be that Shmuel's statement is in reference to a secondary forbidden relative, and the rationale for this halakha is that the Sages penalized both the husband and the wife for violating a rabbinic prohibition. The Sages assigned a penalty to her with regard to his obligations to her, and she is not reimbursed for the worn-out usufruct property. And they assigned a penalty to him with regard to her obligations to him so that he is responsible for reimbursing her for the worn-out guaranteed property.

[171] Rav Shimi bar Ashi said: Conclude from the statement of Rav Kahana that if a wife brought home to her husband a cloak after they were already married, it is viewed as capital, and he may not go and cover himself with it until it wears out. With regard to land that the wife obtains during the marriage, the husband has the right to benefit from it by consuming its produce. From the fact that Rav Kahana stated that it is only in this particular case that the woman is not reimbursed for clothing that became worn out through her husband's use, one can infer that generally, the husband does not have the right to use a garment she obtains, to the degree that it becomes worn out.

[172] The Gemara asks: But didn't Rav Naḥman say that use of the cloak is considered the produce of her property, to which the husband is entitled? The Gemara answers: The statement of Rav Naḥman is in disagreement with that opinion.

[173] § The mishna teaches that these specific women are not entitled to payment of a marriage contract. Shmuel said: They taught this only with regard to the principal of the marriage contract, which the Sages instituted for all women, amounting to one hundred dinars for a widow and two

hundred dinars for a virgin. However, the additional sum listed in the marriage contract, which their husband specified for them of his own accord, is considered a gift and they are entitled to it.

174 The Gemara notes: That is also taught in a baraita: Women with regard to whom the Sages said: They are not entitled to payment of a marriage contract, for example, one who refused to remain married to her husband, and her companions, they are not entitled to the principal of one hundred dinars or two hundred dinars. But as for the additional sum stipulated in the marriage contract that the husband added of his own accord, they are entitled to it.

175 However, women with regard to whom the Sages said: They are divorced without receiving payment for their marriage contract, for example, a woman who violates the precepts of halakha or Jewish custom, and her companions, are not entitled to the additional sum stipulated by their husbands in the marriage contract. And since they violated and transgressed the mitzvot, it is all the more so that they are not entitled to receive the principal one hundred dinars or two hundred dinars, as the Sages penalized them and negated all of their husband's obligations that are recorded in the marriage contract. And one who is divorced because she received a bad reputation for licentiousness takes what is left of her usufruct property and is divorced.

176 The Gemara notes: This baraita supports the opinion of Rav Huna, as Rav Huna said: A woman who was licentious has not lost

177 her right to her worn clothes that are in existence. She retains possession of her clothes and all of the other items that she brought with her to the marriage that have not been worn out.

178 The tanna teaches a baraita before Rav Naḥman: A woman who was licentious lost her right to her extant, worn clothes, i.e., when they divorce, she does not keep her clothing. He said to him: If she was unfaithful and engaged in sexual intercourse with another, were her items also licentious? Certainly she is not penalized by losing her right to her property, and therefore teach the opposite: A woman who was licentious has not lost her right to her extant worn clothes.

179 Similarly, Rabba bar bar Ḥana said that Rabbi Yoḥanan said: This baraita taught by the tanna is the statement of Rabbi Menaḥem, the unattributed, as his opinion is cited in several places as the unattributed mishna. However, the Rabbis say that if she was licentious, she has not lost her right to her extant worn clothes.

180 § The mishna teaches that if, from the start, he married her with the understanding that she is an ailonit, she is entitled to payment of her marriage contract. Rav Huna said: An ailonit is a wife and she is not a wife, while a widow who is married to a High Priest is entirely a wife.

181 The Gemara explains: An ailonit is sometimes treated as a wife and she is sometimes not treated as a wife. How so? If he knew about her that she was an ailonit before marrying her, she is entitled to payment of her marriage contract like any other wife. But if he did not know about her that she was an ailonit before marrying her, she is not entitled to payment of her marriage contract. A widow is entirely considered a wife. Whether he knew about her that she was a widow before marrying her whether he did not know this about her, she is entitled to payment of her marriage contract.

182 And Rav Yehuda says: Both the ailonit and the widow are sometimes treated as a wife and sometimes not treated as a wife. Even in the case of a widow who marries a High Priest, if he knew about her that she was a widow before marrying her, she is entitled to payment of her marriage

contract. But if he did not know about her that she was a widow, she is not entitled to payment of her marriage contract.

183 The Gemara raises an objection to Rav Huna’s statement from a baraita: If he married the woman with the presumption that she is so, that she has some deficiency or that she is forbidden to him, and it is found that she is so as he thought from the start, then she is entitled to payment of her marriage contract. One can infer from here: If he married her without specification, and it turns out that she has a deficiency or that she is forbidden to him, she is not entitled to payment of her marriage contract.

184 The Gemara answers: Do not say this implies that if he married her without specification she is not entitled to payment of her marriage contract. Rather, say the following inference: If he married her with the presumption that she is not so and it is found that she is so, she is not entitled to payment of her marriage contract.

185 The Gemara asks: But if he married her without specification, what would the halakha be? The halakha would be that she is entitled to payment of her marriage contract. If that is the case, instead of teaching the case where he married her with the presumption that she is so and she is found to be so and she is entitled to payment of her marriage contract, let him teach us the case where he marries her without specification. If in a case where he marries her without specification she is entitled to payment of her marriage contract, then all the more so in this case, where he marries her knowingly, she must be entitled to it.

186 And further, it is taught explicitly in another baraita: If he married her knowing that she has a deficiency, and it is found that she does have the deficiency as was known, she is entitled to payment of her marriage contract. If he married her without specification, she is not entitled to payment of her marriage contract. This is a conclusive refutation of the opinion of Rav Huna.

187 The Gemara explains: Rav Huna was misled by the language of the mishna and made an inference that caused him to say something that is not in keeping with the halakha. He thought that since the mishna differentiates between a case where the husband was aware of her situation and a case where he was not aware with regard to an ailonit, but the mishna does not differentiate with regard to a widow, by inference one can say that with regard to a widow, even where one merely marries her without knowing that she is a widow, she is entitled to payment of her marriage contract. In truth, however, that is not so. When the mishna teaches the halakha of the widow, it is based on the differentiation stated with regard to the ailonit. The mishna intended for the distinction between whether the husband was aware of her situation before the marriage, which was stated in the case of an ailonit, to apply in the case of the widow as well.

## Chapter 12

1 MISHNA: One who marries a woman, and she stipulated with him that he would sustain her daughter from another man for five years, is obligated to sustain her daughter for five years.

2 If, in the course of those five years they were divorced and the woman was married to another man, and she stipulated with him that he would sustain her daughter for five years, he too is obligated to

sustain her for five years. The first husband may not say: When she comes to me, I will sustain her. Rather, he brings her sustenance to her, to the place where her mother lives.

[3] And likewise, both of them may not jointly say: We will sustain the girl as one in a partnership. Rather, one sustains her, providing her with food, while the other gives her the monetary value of the sustenance.

[4] If the daughter was married during this period, her husband provides her with the sustenance customarily provided by a husband for his wife, and the two men obligated to sustain her due to agreements with her mother provide her with the monetary value of the sustenance. If the two husbands of the mother died, their daughters are sustained from unsold property, and she, their wife's daughter, whom they agreed to sustain, is sustained even from liened property that was sold. This is due to the fact that her legal status is like that of a creditor, given that he is contractually obligated to support her.

[5] The perspicacious ones would write an explicit stipulation into the agreement: I agree on the condition that I will sustain your daughter for five years only as long as you are with me. Then they would not be obligated to sustain a girl who is not their daughter when they are no longer married to the girl's mother.

[6] GEMARA: It was stated with regard to one who says to another: I am obligated to pay you one hundred dinars, that Rabbi Yoḥanan said: He is obligated to pay, and Reish Lakish said: He is exempt.

[7] The Gemara seeks to clarify: What are the circumstances of this case? If he said to the people present: You are my witnesses, what is the reasoning of Reish Lakish, who exempts him from payment? He confessed before witnesses that he owes the money. If he did not say to them: You are my witnesses, what is the reasoning of Rabbi Yoḥanan, who obligates him to pay?

[8] The Gemara answers: Actually, it is a case where he did not say to those present: You are my witnesses. However, here we are dealing with a case where he said to the other: I am obligated to give you one hundred dinars, and he did so in a contract, i.e., he gave him an unsigned contract in which he stated that he is obligated to give him one hundred dinars. Rabbi Yoḥanan said: He is obligated to pay, since his word given through a contract is legally as authoritative as one who said to the bystanders: You are my witnesses. Reish Lakish said: He is exempt from payment, because his word given through a contract is legally not sufficiently authoritative to be considered a bona side admission.

[9] The Gemara presents a challenge to the opinion of Reish Lakish. We learned in the mishna: One who marries a woman, and she stipulated with him that he is obligated to sustain her daughter for five years, is obligated to sustain her for five years. What, is it not that the mishna is discussing a case like this, where he gave her a contract that lacks proper signatures and it is nevertheless legally binding, in accordance with the opinion of Rabbi Yoḥanan? If you say otherwise, where is the novelty in the teaching of the mishna?

[10] The Gemara rejects this: No, the mishna is referring to a case of documents of stipulation that record the amounts that parents agree to provide to their son or daughter, and this is in accordance with the opinion of Rav Giddel.

[11] As Rav Giddel said that Rav said: When two families negotiate the terms of marriage for their respective children, one side says to the other: How much do you give your son? And the second side answers: Such and such amount. How much do you give your daughter? And the first side responds: Such and such amount. Then, if the son and daughter arose and performed the betrothal, all of these obligations are acquired and therefore binding. These are among the things that are acquired through words alone, without the need for an additional act of acquisition. The mishna is referring to a document that records such an agreement.

[12] Come and hear another challenge to the opinion of Reish Lakish, based upon the following mishna (Bekhorot 51a): If he wrote to a priest with whom he wants to perform the redemption of his firstborn son: I am obligated to pay you five sela, then he is obligated to give him five sela and his son is not redeemed even once he pays the money. This baraita apparently supports the opinion of Rabbi Yoḥanan.

[13] The Gemara answers: It is different there, because he is obligated to give the five sela to him by Torah law in order to fulfill his obligation of redeeming his firstborn son, even without writing a contract. The Gemara asks: If that is so, why did he write the contract at all? The Gemara answers: In order to select for himself a specific priest with whom to perform the redemption of his son.

[14] The Gemara asks: If that is so, why is his son not redeemed once he pays the money? The Gemara answers: This is in accordance with the opinion of Ulla. As Ulla said, by Torah law a son is redeemed when the father gives the money. And for what reason did the Sages say: His son is not redeemed? It is a rabbinic decree that was enacted lest people say that one can redeem a firstborn son with documents, i.e., by giving a document allowing the priest to collect a debt from a third party. This is not effective, since the Torah requires that one redeem his son with actual money.

[15] Rava said: The dispute between Rabbi Yoḥanan and Reish Lakish is like a dispute between tanna’im over the same matter in the following mishna (Bava Batra 175b): In a case where a guarantor appears after the signatures in contracts, i.e., someone wrote that he is a guarantor for a loan after the contract was signed, the creditor collects only from the unsold property of the guarantor. Since the guarantee is not viewed as though it were written in the document, it is like a loan by oral agreement, which is collected only from unsold property.

[16] An incident came before Rabbi Yishmael, and he said: The creditor collects from unsold property. Ben Nannas said to him: He does not collect from the guarantor at all; not from unsold property, nor from liened property that was sold, since what the guarantor wrote has no legal standing whatsoever.

[17] Rabbi Yishmael said to him: Why? Ben Nannas said to him: If someone was strangling another in the marketplace and demanding money that is owed to him, and a friend of the victim found him and said to the strangler: Leave him alone and I will give you what you are demanding from him, the friend of the victim is exempt from having to make any payment. This is because the creditor did not lend the money based on his trust in the friend of the victim, as the friend promised to repay the loan only after the money had been loaned. The same should apply in the case of the guarantor who comes after the contracts were already signed.

[18] Rava concludes: Let us say that Rabbi Yoḥanan stated his ruling in accordance with the opinion of Rabbi Yishmael, that the obligation that one accepts upon himself is binding, and Reish Lakish stated his ruling in accordance with the opinion of ben Nannas.

[19] The Gemara responds: According to the opinion of ben Nannas, everyone agrees that if he wrote in a contract: I owe you one hundred dinars, he is not obligated to pay.

[20] When they disagree, it is in accordance with the opinion of Rabbi Yishmael. Rabbi Yoḥanan stated his ruling in accordance with the simple interpretation of the opinion of Rabbi Yishmael. And Reish Lakish holds that Rabbi Yishmael states his opinion only there, in the case of the guarantor, which relates to an obligation of Torah law, since a guarantor is obligated by Torah law to pay. But here, where the case does not relate to an obligation of Torah law, as the man did not owe any money until he accepted this obligation upon himself, even Rabbi Yishmael would exempt him from paying.

[21] § The Gemara continues to analyze the matter itself mentioned earlier: Rav Giddel said that Rav said: When two families negotiate the terms of marriage for their respective children and one side says to the other: How much do you give your son? And the second side answers: Such and such amount. How much do you give your daughter? And the first side responds: Such and such amount. Then, if the son and daughter arose and performed the betrothal, all of these obligations are acquired and therefore binding. These are among the things that are acquired through words alone, without the need for an additional act of acquisition. The mishna is referring to a document that records such an agreement.

[22] Rava said: Rav's statement is reasonable in a case of a father whose daughter is a young woman, since the father derives benefit from this betrothal. The money given by the groom for the betrothal, as well as the rights to the bride's marriage contract, belong to the father of the bride. Consequently, he accepts through verbal agreement alone the obligation to pay the money he specified. However, in the case of a grown woman, where the father does not derive benefit from the betrothal because the rights to the betrothal money and marriage contract belong to the woman herself, no, the father does not become obligated to pay the money he specified through verbal agreement alone.

[23] Rava continues: But by God! Rav said his ruling even with regard to a grown woman, as, if you do not say so, in the case of the father of the groom, what monetary benefit does he derive from the betrothal? Rather, it must be explained that in exchange for that benefit, i.e., that the groom and bride marry each other, the fathers fully transfer the rights to the respective payments to each other.

[24] Ravina said to Rav Ashi: Are these matters, i.e., verbal agreements concerning an upcoming marriage, allowed to be written down afterward in a proper contract, or are they not allowed to be written down afterward in a proper contract? Rav Ashi said to him: They are not allowed to be written down.

[25] Ravina raised an objection to this from the mishna: The perspicacious ones would write an explicit stipulation into the agreement: I agree on the condition that I will sustain your daughter for five years only as long as you are with me. This indicates that one may document these verbal agreements. Rav Ashi responded: What is the meaning of the term write in this case? It means say.

[26] Ravina continued to ask: Does the tanna refer to saying as writing? Rav Ashi replied: Yes. And so we learned in the mishna (83a): One who writes to his wife: I have no legal dealings or involvement in your properties, and Rabbi Ḥiyya taught in explanation, that it means: One who says to his wife. This proves that verbal agreements are sometimes referred to in the Mishna as writing.

[27] The Gemara suggests: Come and hear a proof from the following mishna (Bava Batra 167b): One writes documents of betrothal and marriage only with the consent of both of them. It may be derived

from here that with the consent of both of them, one may write the documents. What, is it not that this mishna is discussing documents of stipulation that specify the agreements accepted by each side before the marriage?

[28] The Gemara rejects this: No, the discussion concerns actual betrothal documents. In other words, in a case where a man betroths a woman by giving her a document that states: You are hereby betrothed to me, the document must be written with the consent of both the man and the woman, in accordance with the opinions of Rav Pappa and Rav Sherevya. As it was stated: If the husband wrote a betrothal document for the sake of a specific woman and gave it to her, but he wrote it without her consent, Rabba and Ravina say: She is betrothed to this man. Rav Pappa and Rav Sherevya say: She is not betrothed.

[29] The Gemara suggests further: Come and hear another proof that verbal agreements may be written down, based upon the mishna: If the two husbands died, their daughters are sustained from unsold property, and she, their wife's daughter, whom they agreed to sustain for five years, is sustained even from liened property that was sold. This is due to the fact that her legal status is like that of a creditor, given that they are contractually obligated to pay her. The fact that she is able to repossess liened property indicates that the agreement is recorded in a document.

[30] The Gemara rejects this proof: Here, we are dealing with a case where the woman acquired from each husband the right to her daughter's sustenance, i.e., they performed an act of acquisition and did not suffice with a mere verbal agreement. Consequently, the agreement may be recorded in a document.

[31] The Gemara asks: If that is so, that a proper mode of acquisition was employed, then let the husbands' own daughters also repossess liened properties that were sold. The Gemara answers: The case is such where they acquired the right to receive sustenance for this daughter of the wife, and they did not acquire this right for that daughter, i.e., they did not perform an act of acquisition confirming their obligations to provide sustenance for their own daughters.

[32] The Gemara asks: What makes it necessary to say that the case is one in which an acquisition was made on behalf of the wife's daughter and not on behalf of the husbands' own daughters? The Gemara answers: She, the wife's daughter from a previous marriage, was present at the time of the transaction when her mother was wed. Consequently, for her the transaction is effective. With regard to the daughters of the husbands, who were born after their parents' marriage and were not present at the time of the transaction, for them the transaction is not effective.

[33] The Gemara asks: Are we not also dealing with a situation where the husband's daughters were present at the time of the transaction? And what are the circumstances that would allow for such a reality? This could occur in a situation such as where each one divorced his wife and then took her back, and they had a daughter from their first marriage.

[34] Rather, the distinction is as follows: She, the wife's daughter, is not included in the stipulation of the court requiring a husband to support his daughters. Consequently, for her the transaction is effective. However, with regard to the husband's own daughters, who are included in the stipulation of the court, for them the transaction is not effective.

[35] The Gemara wonders about this: Because they are included in the stipulation of the court they are worse off? On the contrary, since the stipulation of the court demands that they be supported, they

should wield more power. Rather, this is the reason that his own daughters do not collect from liened property: Since they are included in the stipulation of the court, and it is therefore the norm for fathers to take care to provide their support, say that their father gave them bundles of money while he was still alive. Due to this concern, they cannot repossess liened property. However, in the case of the wife’s daughter, who is not included in the stipulation of the court, there is no concern that the husband gave her anything prior to his death.

[36] § We learned in the mishna that the first husband may not say that he will provide his wife’s daughter with support only when she is with him. Rather, he must bring the sustenance to her in the place where her mother lives. Rav Ḥisda said: That is to say that in a case of divorce, a daughter lives with her mother.

[37] The Gemara asks: From where do we know that we are dealing with a case of an adult woman and there is a general guideline that in cases of divorce, a girl lives with her mother? Perhaps we are dealing with a case of a minor girl, and she lives with her mother because of concern for her safety, due to an incident that occurred.

[38] As it is taught in a baraita: In the case of one who died and left a minor son to the care of his mother, and the heirs of the father say: The son should grow up with us, and his mother says: My son should grow up with me, the halakha is that one leaves the child with his mother, and one does not leave the child with one who is fit to inherit from him, i.e., the father’s heirs. An incident occurred, and the boy lived with his father’s heirs, and they slaughtered him on the eve of Passover. So too, a minor girl is not left in the care of those who are obligated to sustain her and who have a financial interest in her demise.

[39] The Gemara answers: If that is so, let the mishna teach that the husband must bring the sustenance to the place where she, the daughter, is located.

[40] What is the purpose of emphasizing: To the place where her mother lives? Conclude from here that a daughter lives with her mother; it is no different if she is an adult woman, and it is no different if she is a minor girl.

[41] § It was taught in the mishna that if two men are obligated to support this girl, both of them may not jointly say that they will be partners in her support. Rather, each one fulfills his obligation independently.

[42] The Gemara relates that there was a certain man who rented out a millstone to another for the price of grinding, i.e., the one who rented the millstone was to pay the cost of the rental by grinding whatever the owner needed to be ground. In the end, the owner of the millstone became rich, and he purchased another millstone and a donkey, and he no longer required the services of the renter to grind things for him.

[43] The owner of the millstone said to the renter: Until now I would have what I needed ground by you, and the service that you provided was in place of payment for the rental of the millstone. Now, since I no longer require this service, give me payment for the millstone. The renter said back to him: I will grind for you because that is what I agreed to, but I did not agree to have to pay money.

[44] Ravina thought to say that this is the same as the mishna that states that both of them may not jointly say: We will sustain the girl as one in a partnership. Rather, one sustains her, providing her with food, while the other gives her the monetary value of the sustenance. In that case, although the

original condition was to provide the girl with support in the form of food, when circumstances changed, the previous husband became obligated to pay her support in the form of money. So too here, due to the change in circumstances, the renter should pay the owner of the millstone with money.

[45] Rav Avira said to Ravina: Are the two cases comparable? There, in the case of the girl, she has only one stomach; she does not have two stomachs. Therefore, it is impossible for both of them to support her with food. Here, in the case of the millstone, the renter is able to say to him: Grind and sell, grind and store for later use, i.e., the owner of the millstone can use his new millstone to grind for others at a profit, and at the same time the renter will continue grinding the owner's grain as per their agreement. Therefore, the renter is not obligated to change the terms of the original agreement.

[46] The Gemara notes: We said this only in a case where the renter does not have any other grinding to do with the millstone and without the grinding that the renter does for the owner the mill will remain inoperative. However, if he has other grinding to do with the millstone, i.e., instead of grinding the owner's grain he can grind the grain of others for a fee and thereby pay money for his rental, in a case such as this one forces him to cease his conduct characteristic of Sodom and to pay his rental fee in the form of money.

[47] MISHNA: In the case of a widow who said: I do not want to move from my husband's house, but instead I wish to remain there, the heirs are not able to say to her: Go to your father's house and we will sustain you. Rather, they sustain her in her husband's house and they give her living quarters befitting her dignity.

[48] However, if she said: I do not want to move from my father's house, and you should bring me my support there, the heirs are able to say to her: If you are living with us, you will have sustenance from us, but if you are not living with us, you will not have sustenance from us.

[49] If she argued that she does not wish to live in her deceased husband's house because she is young, and they, the heirs, are also young, and it is improper for them to be living in the same house together, then they sustain her and she stays in her father's house.

[50] GEMARA: The Sages taught: A widow that remains in her husband's house uses the living quarters in the same manner that she would use them in her husband's lifetime. She uses the slaves and the maidservants in the same manner that she would use them in her husband's lifetime, the pillows and the sheets in the same manner that she would use them in her husband's lifetime, and the silver utensils and gold utensils in the same manner that she would use them in her husband's lifetime. She maintains all the rights she had during her husband's lifetime because this is what he wrote to her in the text of the marriage contract: And you will reside in my house and be sustained from my property all the days that you live in my house as a widow.

[51] Rav Yosef taught: The husband stipulated in the marriage contract: You will reside in my house, with the implication: And not in my hut. Therefore, if the house is too small, she cannot obligate the heirs to allow her to live in the house with them.

[52] Rav Naḥman said: Orphans who sold the living quarters of a widow did not do anything, i.e., the sale is invalid.

[53] The Gemara asks: And in what way is this case different from that which Rabbi Asi said that Rabbi Yoḥanan said? As Rabbi Asi said that Rabbi Yoḥanan said: With regard to orphans who

preemptively sold from the small quantity of property left to them by their father before the court appropriated it for the purpose of providing for female children, who do not inherit, what they sold is sold, even though they acted improperly. Why, then, is the sale of a widow's living quarters invalid?

[54] The Gemara answers: There, in the case of orphans selling property that according to halakha should be retained in order to support the orphaned daughters, the property is not mortgaged to the orphaned daughters from the lifetime of their father, since the lien on the property arising from the obligation to provide support for the daughters occurs only after the father's death. Here, in the case of the widow's living quarters, the property is mortgaged to her from the lifetime of her husband, who was obligated even while he was alive to provide her with a place to live.

[55] Abaye said: We hold on the authority of tradition that in the case of a widow's living quarters that collapsed, the heirs are not obligated to rebuild it, since they are obligated to maintain her in the residence that was mortgaged to her and are not required to provide her with a place to live.

[56] This is also taught in a baraita: In the case of a widow's living quarters that collapsed, the heirs are not obligated to rebuild it. And not only this, but even if she says: Leave me be and I will rebuild it from my own funds, one does not listen to her, and the heirs do not have to let her rebuild it.

[57] Abaye raised a dilemma: If she repaired the house, what is the halakha? Is it as though the house collapsed and was rebuilt, in which case she no longer has rights to it, or may she stay in the house as long as it remains standing? The Gemara concludes: The dilemma shall stand unresolved.

[58] § We learned in the mishna: If she said: I do not want to move from my father's house and you should bring me my support there, the heirs are not obligated to support her.

[59] The Gemara asks: And why is this so? They should give her support just as they would if she were living there, i.e., in her husband's house. The Gemara answers: This supports the view of Rav Huna, as Rav Huna said: The blessing of the house is in its abundance of residents. This means that the amount of blessing in a home is proportionate to the number of people who live there. When there are many people living together in one home, the expenses per capita are decreased. The heirs can say to her that if she stays with them in the house, the expense of her upkeep will be less than if she lives on her own.

[60] The Gemara asks: And they should give her the support in her father's house according to the blessing of the house, i.e., according to the amount they would be required to pay if she lived with them. The Gemara answers: Indeed, the intent of the mishna is that they may pay her this amount, not that they may entirely avoid supporting her.

[61] Rav Huna said: The language of the Sages teaches blessing, the language of the Sages teaches wealth, and the language of the Sages teaches healing. One can learn important lessons about these matters from the manner in which the Sages formulated their halakhic rulings. How is this so? With regard to blessing, it is that which we said above about the blessings of the home.

[62] The language of the Sages teaches about wealth, as we learned in a mishna (Bava Batra 84b): One who sells produce to another, if the buyer pulled the produce as an act of acquisition but did not measure it, he has acquired the produce. If he measured the produce but did not pull it, he has not acquired it. And if the buyer was perspicacious and wanted to ensure that the seller would not back out of the deal, he would rent the place where the produce was located, and he would thereby acquire

the produce immediately from the time he measures it. This mishna teaches good counsel in money-related matters.

[63] The language of the Sages teaches about healing, as we learned in a mishna (Pesaḥim 39b): A person should not chew wheat and then place it on his wound during Passover because the wheat will become leavened as a result. This comment of the Sages indicates that chewed wheat is beneficial for treating a wound.

[64] § The Sages taught: At the time of the passing of Rabbi Yehuda HaNasi, he said: I need my sons. His sons entered his room. He said to them as a last will and testament: Be careful with the honor of your mother. He said further: My lamp should be lit in its usual place, my table should be set in its usual place, and the bed should be arranged in its usual place. Yosef Ḥeifani and Shimon Efrati; they served me during my lifetime and they will serve me in my death.

[65] The Gemara clarifies the various requests that he made of his sons: Be careful with the honor of your mother. The Gemara asks: Why would he need to say this? After all, this is required by Torah law, as it is written: "Honor your father and your mother" (Exodus 20:11)? The Gemara answers: She was their father's wife. She was not their mother, but their stepmother, and he therefore needed to caution them concerning her honor.

[66] The Gemara asks: Honoring a father's wife is also required by Torah law, as it is taught in a baraita: Honor your father [et avikha] and your mother [ve'et immekha]. The preposition et in the phrase: Your father; this teaches that you must honor your father's wife. Similarly, the preposition et in the phrase: And your mother; this teaches that you must honor your mother's husband. And the extra letter vav, which is appended as a prefix in the phrase "ve'et immekha" is included in order to add your older brother to those who must be honored.

[67] The Gemara answers: This halakha, that one is obligated by Torah law to respect his father's wife, applies only during his father's lifetime. While the father is alive, out of respect for him, his wife must also be treated with respect. However, following his death, no, there is no longer any obligation to honor a stepmother. It was for this reason that Rabbi Yehuda HaNasi had to caution his sons in this matter.

[68] Rabbi Yehuda HaNasi commanded his sons: My lamp should be lit in its usual place, my table should be set in its usual place, and the bed should be arranged in its usual place. The Gemara asks: What is the reason he made these requests? The Gemara explains: Every Shabbat eve, even after his passing, Rabbi Yehuda HaNasi would come to his house as he had done during his lifetime, and he therefore wished for everything to be set up as usual.

[69] The Gemara relates the following incident: It happened on a certain Shabbat eve that a neighbor came by and called and knocked at the door. His maidservant said to her: Be quiet, for Rabbi Yehuda HaNasi is sitting. When he heard his maidservant reveal his presence to the neighbor, he did not come again, so as not to cast aspersions on earlier righteous individuals who did not appear to their families following their death.

[70] The Gemara elaborates on Rabbi Yehuda HaNasi's statement: Yosef Ḥeifani and Shimon Efrati, they served me during my lifetime and they will serve me in my death. It was understood from this statement that Rabbi Yehuda HaNasi was speaking of this world, that these two should serve him in his death and administer his burial. However, when they saw that their biers preceded his bier, i.e.,

they died before him, they said: Conclude from here that he was speaking of that world. They will attend to him in the World-to-Come.

[71] And the reason he said this was so that people should not say: There was something wrong with them, and until now, too, it was the merit of Rabbi Yehuda HaNasi that benefited them and prevented them from dying due to their sins. Now that Rabbi Yehuda HaNasi is dying, his merit no longer protects them. Rabbi Yehuda HaNasi therefore clarified that the reason for their deaths was in order to enable them to escort him in death as in life.

[72] § Rabbi Yehuda HaNasi said further to his attendants: I need the Sages of Israel. The Sages of Israel entered his room. He said to them: Do not eulogize me in the small towns

[73] and reconvene the study sessions at the yeshiva after thirty days of mourning. My son Shimon is a Sage. My son Gamliel should be the Nasi. Ḥanina bar Ḥama will sit at the head of the yeshiva.

[74] The Gemara explains the requests of Rabbi Yehuda HaNasi: Do not eulogize me in the small towns. They understood from this statement that he said this due to the trouble that would be caused for many if he were eulogized in every town, since they would have to travel from the outlying villages to take part in the eulogies. However, when they saw that they were eulogizing him in the cities and everyone came despite the trouble, they said: Conclude from here that he said this due to considerations of honor. Had they eulogized him in the towns, the gatherings would have been small and unfitting for a man of his stature. He therefore requested that they arrange things in a way that large crowds would gather.

[75] Rabbi Yehuda HaNasi further instructed: Reconvene the study sessions at the yeshiva after thirty days of mourning. This is because I am not better than Moses, our teacher, as it is written: “And the children of Israel wept for Moses in the plains of Moab thirty days” (Deuteronomy 34:8), which means that for thirty days they eulogized him by day and night. From this point forward they eulogized him by day and they studied by night, or they eulogized him by night and studied by day, until they eulogized him for twelve months of the year.

[76] The Gemara relates that on the day of the funeral of Rabbi Yehuda HaNasi, a Divine Voice emerged and said: Whoever was present at the funeral of Rabbi Yehuda HaNasi is destined for life in the World-to-Come. There was a certain launderer who would come before Rabbi Yehuda HaNasi every day. On that particular day, he did not come and was therefore not present at the funeral. When he heard this, that Rabbi Yehuda HaNasi had died, he was so full of grief that he ascended to the roof and fell to the ground and died. A Divine Voice emerged and said: That launderer too is destined for life in the World-to-Come.

[77] § Rabbi Yehuda HaNasi said: My son Shimon is a Sage; my son Gamliel should be the Nasi. What was he saying, i.e., what did he mean by these remarks? The Gemara explains: This is what he was saying: Although my son Shimon is a greater Sage, my son Gamliel should be the Nasi.

[78] Levi said: Need this be said? After all, Gamliel was the firstborn. Rabbi Shimon, son of Rabbi Yehuda HaNasi, said: It is necessary for you and for your limp. The Gemara asks: What did Rabbi Shimon find difficult with Levi’s question that caused him to scoff? Doesn’t the verse state: “But the kingdom he gave to Jehoram because he was the firstborn” (II Chronicles 21:3)? This indicates that the firstborn is the one who inherits his father’s appointment, and so Levi legitimately asked why Rabbi Yehuda HaNasi had to leave specific instructions about this.

[79] The Gemara explains: He, Jehoram, filled the place of his fathers, i.e., he was their equal in his personal attributes and leadership capabilities. However, Rabban Gamliel did not fill the place of his fathers, and for this reason Rabbi Yehuda HaNasi had to specifically command that he nevertheless be appointed as the Nasi.

[80] The Gemara asks: And if that is so, what is the reason that Rabbi Yehuda HaNasi did this? Why did he choose this son to be his successor if he was unfit for the position? The Gemara answers: Although he did not fill the place of his fathers with regard to wisdom, as he was not as great a Torah scholar as his father, he did fill the place of his fathers with regard to fear of sin and was therefore fit to be appointed as the Nasi.

[81] § Rabbi Yehuda HaNasi instructed: Ḥanina bar Ḥama will sit at the head of the yeshiva. The Gemara relates: Rabbi Ḥanina did not accept this appointment, because Rabbi Afes was older than him by two and a half years and he did not want to precede him in accepting this position. Consequently, Rabbi Afes sat at the head of the yeshiva, and Rabbi Ḥanina sat outside, as it was unbefitting for him to sit as a student before Rabbi Afes. And Levi came and sat and studied with him outside.

[82] Rabbi Afes died, and Rabbi Ḥanina, taking his place, sat at the head of the yeshiva. And Levi did not have anyone to sit and study with, and so he came to Babylonia. And this is the background to the incident in which they said to Rav: A great man came to Neharde'a, and he limps, and he taught: It is permitted for a woman who is wearing a kelila, a tiara-like ornament, to go out into the public domain on Shabbat. Rav then said: Conclude from this that Rabbi Afes died and Rabbi Ḥanina, taking his place, sat at the head of the yeshiva, and Levi did not have anyone to sit and study with, and so he came to Babylonia.

[83] The Gemara asks: How did Rav know that it was Rabbi Afes who died? Say that Rabbi Ḥanina was the one who died, and Rabbi Afes sat as he had sat, i.e., he continued to sit at the head of the yeshiva, and Levi did not have anyone to sit with, and so he came to Babylonia. The Gemara answers: If you wish, say that Levi was subordinate to Rabbi Afes and would have sat before him as a student had Rabbi Afes still been alive, and the only reason why he sat outside in the first place was in deference to Rabbi Ḥanina, who sat outside because he did not consider himself subordinate to Rabbi Afes.

[84] And if you wish, say instead that since Rabbi Yehuda HaNasi had said: Ḥanina bar Ḥama will sit at the head of the yeshiva, it is not possible that he will not one day rule the yeshiva. Therefore, it must have been Rabbi Afes who died and Rabbi Ḥanina who took his place, as it is written about the righteous: "You shall also decree a thing, and it shall be established unto you" (Job 22:28).

[85] The Gemara asks: But wasn't Rabbi Ḥiyya there? Why didn't Rabbi Yehuda HaNasi appoint him as head of the yeshiva? The Gemara answers: He died before Rabbi Yehuda HaNasi. The Gemara asks: But didn't Rabbi Ḥiyya say: I saw the grave site of Rabbi Yehuda HaNasi and I shed tears over it? The Gemara answers: Reverse the names. It was Rabbi Yehuda HaNasi who said that he saw the grave site of Rabbi Ḥiyya.

[86] The Gemara asks: But didn't Rabbi Ḥiyya say: On that day that Rabbi Yehuda HaNasi died, sanctity ceased? The Gemara answers: Reverse the names. It was Rabbi Yehuda HaNasi who made this statement about Rabbi Ḥiyya.

87 The Gemara asks: But isn’t it taught in a baraita: When Rabbi Yehuda HaNasi fell ill, Rabbi Ḥiyya entered to be with him and found him crying. He said to him: My teacher, for what reason are you crying? Isn’t it taught in a baraita: If one dies while laughing, it is a good sign for him; while crying, it is a bad sign for him. If one dies with his face upward, it is a good sign for him; with his face downward, it is a bad sign for him. If one dies with his face facing the people standing around him, it is a good sign for him; with his face facing the wall, it is a bad sign for him. If one’s face is sallow, it is a bad sign for him; if his face is yellow or ruddy, it is a good sign for him. If one dies on the Shabbat eve it is a good sign for him, because he is heading straight into the Shabbat rest; if one dies at the conclusion of Shabbat it is a bad sign for him. If one dies on the eve of Yom Kippur, it is a bad sign for him, as his sins have not yet been forgiven; if one dies at the conclusion of Yom Kippur it is a good sign for him, because he died after his sins have been forgiven. If one dies due to an intestinal disease, it is a good sign for him, because most of the righteous die due to intestinal disease.

88 Rabbi Yehuda HaNasi said to him: I am crying for the Torah and the mitzvot that I will be unable to fulfill after I die. This indicates that Rabbi Ḥiyya was present at the time of Rabbi Yehuda HaNasi’s death.

89 The Gemara answers: If you wish, say that one must reverse the names and that it was Rabbi Yehuda HaNasi who came to visit Rabbi Ḥiyya prior to his death. And if you wish, say instead that actually we do not need to reverse the names in all of the above statements, but rather explain that Rabbi Ḥiyya was occupied with the performance of mitzvot and Rabbi Yehuda HaNasi thought: I will not hold him back from his performance of mitzvot by appointing him head of the yeshiva.

90 And this is the background to an exchange that took place when Rabbi Ḥanina and Rabbi Ḥiyya argued. Rabbi Ḥanina said to Rabbi Ḥiyya: You are arguing with me? If, Heaven forfend, the Torah would be forgotten from the Jewish people, I would restore it through my analyses, i.e., using my abilities of analysis I would be able to rediscover all that had been lost.

91 Rabbi Ḥiyya said to Rabbi Ḥanina: I am working to ensure that the Torah will not be forgotten from the Jewish people. For I bring flax and I plant it, and I then weave nets from the flax fibers. I then go out and trap deer, and I feed the meat to orphans, and I form scrolls from the skins of the deer. And I go to a town that has no teachers of children in it and I write the five books of the Torah for five children. And I teach the six orders of the Mishna to six children. To each and every one of these children I say: Teach your order to your friends. In this way all of the children will learn the whole of the Torah and the Mishna.

92 And this is what Rabbi Yehuda HaNasi referred to when he said: How great are the actions of Ḥiyya. Rabbi Shimon, son of Rabbi Yehuda HaNasi, said to his father: Even greater than your works? He said to him: Yes. Rabbi Yishmael, son of Rabbi Yosei, said to Rabbi Yehuda HaNasi: Even greater than the work of Rabbi Yosei, my father? Rabbi Yehuda HaNasi said to him: Heaven forfend. Such comments should not be made among the Jewish people.

93 § The Gemara returns to the narrative of the impending death of Rabbi Yehuda HaNasi: He said to them: I need my younger son. Rabbi Shimon entered his presence. He transmitted to him the orders of wisdom, including how he should conduct himself and the essential principles of the Torah.

94 He said to them: I need my older son. Rabban Gamliel entered his presence, and Rabbi Yehuda HaNasi transmitted to him the procedures of the office of the Nasi. Rabbi Yehuda HaNasi said to

Rabban Gamliel: My son, conduct your term as Nasi with assertiveness and cast fear upon your students, i.e., treat them in a firm manner so that they will fear you.

95 The Gemara asks: Is that so that it is correct to behave in such a manner? But isn't it written: "But he honors those that fear the Lord" (Psalms 15:4), and the Master said: This is referring to Jehoshaphat, king of Judea. When he would see a Torah scholar he would rise from his throne and hug him and kiss him and call to him: My teacher, my teacher, my master, my master. This demonstrates that it is appropriate even for a king to behave with affection toward Torah scholars.

96 The Gemara answers: This is not difficult. This display of affection should be applied in private, when only the teacher and student are present, and that stern demeanor should be applied in public, in order to ensure the teacher's authority.

97 It is taught in a baraita: Rabbi Yehuda HaNasi was lying ill in Tzippori and a burial site was ready for him in Beit She'arim. The Gemara asks: But isn't it taught in a baraita: "Justice, justice shall you follow" (Deuteronomy 16:20); follow Rabbi Yehuda HaNasi to Beit She'arim, i.e., one should seek to have his case adjudicated by Rabbi Yehuda HaNasi's court in Beit She'arim. This indicates that Beit She'arim, not Tzippori, was Rabbi Yehuda HaNasi's place of residence, and therefore he must have been lying ill in Beit She'arim.

98 The Gemara answers: Rabbi Yehuda HaNasi was in Beit She'arim, but when he became ill they transferred him to Tzippori,

99 which is situated at a high altitude and whose air is scented.

100 § It is related that on the day that Rabbi Yehuda HaNasi died, the Sages decreed a fast, and begged for divine mercy so that he would not die. And they said: Anyone who says that Rabbi Yehuda HaNasi has died will be stabbed with a sword.

101 The maidservant of Rabbi Yehuda HaNasi ascended to the roof and said: The upper realms are requesting the presence of Rabbi Yehuda HaNasi, and the lower realms are requesting the presence of Rabbi Yehuda HaNasi. May it be the will of God that the lower worlds should impose their will upon the upper worlds. However, when she saw how many times he would enter the bathroom and remove his phylacteries, and then exit and put them back on, and how he was suffering with his intestinal disease, she said: May it be the will of God that the upper worlds should impose their will upon the lower worlds.

102 And the Sages, meanwhile, would not be silent, i.e., they would not refrain, from begging for mercy so that Rabbi Yehuda HaNasi would not die. So she took a jug [kuza] and threw it from the roof to the ground. Due to the sudden noise, the Sages were momentarily silent and refrained from begging for mercy, and Rabbi Yehuda HaNasi died.

103 The Sages said to bar Kappara: Go and ascertain the condition of Rabbi Yehuda HaNasi. He went and found that Rabbi Yehuda HaNasi had died. He tore his clothing and reversed them so that the tear would be behind him and not be noticed. When he returned to the Sages he opened his remarks and said: The angels [erelim] and righteous mortals [metzukim] both clutched the sacred ark. The angels triumphed over the righteous, and the sacred ark was captured. They said to him: Has he died? He said to them: You have said it and I did not say it, as it had been decided that no one should say that he died.

[104] It is further related: At the time of the death of Rabbi Yehuda HaNasi, he raised his ten fingers toward Heaven and said in prayer: Master of the Universe, it is revealed and known before You that I toiled with my ten fingers in the Torah, and I have not derived any benefit from the world even with my small finger. May it be Your will that there be peace in my repose. A Divine Voice emerged and said: “He enters in peace, they rest in their beds” (Isaiah 57:2).

[105] The Gemara asks: Why does it say: “They rest in their beds,” in the plural? It should have said: In your bed, in the singular, as the beginning of the verse is phrased in the singular. The Gemara notes: This supports the opinion of Rabbi Ḥiyya bar Gamda. As Rabbi Ḥiyya bar Gamda said that Rabbi Yosei ben Shaul said: At the time when a righteous individual departs from the world, the ministering angels say before the Holy One, Blessed be He: Master of the Universe, the righteous individual so-and-so is coming. The Holy One, Blessed be He, then says to them: The righteous should come forth and they should go out toward him. And the righteous say to the newly deceased individual: He enters in peace, and subsequently, the righteous rest in their beds.

[106] Rabbi Elazar said: At the time when a righteous individual departs from the world, three contingents of ministering angels go out toward him. One says to him: Enter in peace; and one says to him: Each one that walks in his uprightness; and one says to him: He enters in peace, they rest in their beds. At the time when a wicked person perishes from the world, three contingents of angels of destruction go out toward him. One says to him: “There is no peace, says the Lord concerning the wicked” (Isaiah 48:22); and one says to him: “You shall lie down in sorrow” (Isaiah 50:11); and one says to him: “Go down, and be laid with the uncircumcised” (Ezekiel 32:19).

[107] MISHNA: As long as a widow is living in the house of her father and is being supported by her husband’s heirs, she may always collect payment of her marriage contract, even after many years. As long as she is living in the house of her husband, she may collect payment of her marriage contract until twenty-five years later, at which point she may no longer collect the payment. This is because there is enough time in twenty-five years for her to do favors and give to others, thereby spending the resources of the orphans, until what she has spent equals the value of her marriage contract. This is the statement of Rabbi Meir, who said it in the name of Rabban Shimon ben Gamliel.

[108] And the Rabbis say the opposite: As long as she is residing in the house of her husband she may always collect payment of her marriage contract, since during this time the heirs are caring for her and she is therefore embarrassed to sue them for payment of her marriage contract. However, as long as she is in the house of her father she may collect payment of her marriage contract until twenty-five years later, and if by then she has not sued for it, it is assumed that she has waived her rights to it.

[109] If she died, her heirs mention her marriage contract up until twenty-five years later.

[110] GEMARA: The mishna stated that according to Rabbi Meir, over a period of twenty-five years a woman will spend a sum equal to her marriage contract from the resources of the orphans. Abaye said to Rav Yosef: Is it true that the poorest woman among the Jewish people, whose marriage contract is of minimal value, will not spend this amount until twenty-five years have passed, and Marta bat Baitos, who was very wealthy and whose marriage contract was worth a huge sum, will also spend a sum equal to her marriage contract within twenty-five years?

[111] He said to him: According to the camel is the load, i.e., a wealthy woman, whose marriage contract is of greater value, will spend more money over a particular period of time than a poor woman, whose marriage contract is of lesser value.

[112] A dilemma was raised before the Sages: According to Rabbi Meir, the amount of benefit she gains is determined by the years that have passed. If so, what is the halakha with regard to whether she divides the value of her marriage contract in accordance with the number of years that have gone by, such that if some of the twenty-five years passed, she forfeits the proportionate value of her marriage contract? No answer was found for this dilemma, and the Gemara concludes: The dilemma shall stand unresolved.

[113] § We learned in the mishna: And the Rabbis say: As long as she is in her husband's house she may collect payment of her marriage contract at any time, but while she is in her father's house she may collect it only within twenty-five years. Abaye said to Rav Yosef: If she came before the setting of the sun at the end of the twenty-five-year period, she collects payment of her marriage contract, but if she came after the setting of the sun she may not collect it? In that slight period of time did she waive her rights to the payment of her marriage contract?

[114] He said to him: Yes. All the measures of the Sages that prescribe specific parameters or sizes are such that if one oversteps the fixed limits, he has not accomplished anything as far as the halakha is considered. Consequently, in a ritual bath containing forty se'a of water, one may immerse and become ritually pure. However, in a ritual bath containing forty se'a less one kortov, a small amount, he is unable to immerse therein and become ritually pure.

[115] Rav Yehuda said that Rav said: Rabbi Yishmael, son of Rabbi Yosei, testified before Rabbi Yehuda HaNasi and said in the name of his father, Rabbi Yosei: They taught all of the above only in a case where she does not have a marriage contract in her possession, such as in a locale where the custom is not to write a marriage contract, but in a situation where she does have a marriage contract in her possession, she may collect payment of her marriage contract forever. And Rabbi Elazar said: Even if she has a marriage contract in her possession, she still collects payment of her marriage contract only within twenty-five years after the death of her husband.

[116] Rav Sheshet raised an objection against the opinion of Rabbi Yishmael, son of Rabbi Yosei, based upon the Tosefta (Ketubot 12:3): A creditor may collect the money he is owed even after a long time has passed without his having mentioned the debt. The Gemara clarifies: What are the circumstances? If he does not hold the document that records the debt, with what is he collecting the debt? Rather, it must be that he does hold the document. It can be inferred that even so, it is specifically a creditor, who it could be assumed is not one to have forgiven his debt, who may continue to collect the debt after a long period of time. But a widow is presumed to have waived her rights to the payment of her marriage contract even if she has the marriage contract in her possession. This conclusion contradicts the statement of Rabbi Yishmael, son of Rabbi Yosei.

[117] The Gemara states that Rav Sheshet raised the objection and he resolved it: Actually, the case in the Tosefta is where the creditor does not hold a document that records the debt, and the reason he may collect the debt is because here we are dealing with a case where the debtor admits that he owes the creditor money. Consequently, it cannot be proven from this case that a widow who has a marriage contract in her possession is unable to collect its payment.

[118] The Gemara asks: But didn't Rabbi Ela say: The Sages teach in a baraita: A divorcée is like a creditor and may collect her marriage contract after a long period of time even if she has not made mention of it during the course of that time? The Gemara clarifies: What are the circumstances? If she does not hold a marriage contract in her possession, with what is she collecting payment? Rather,

is it not that she holds a marriage contract in her possession, and it is a divorcée who may collect under these circumstances, as she is not one who could be assumed to have waived the rights to the payment owed to her, as she does not maintain a relationship with the family that would prompt her to waive the rights to her claims? But a widow is likely to waive the rights to her claim, even though she is in possession of a contract.

119 The Gemara answers: Here too, the case is one where the debtor, i.e., the husband, admits to owing the divorcée payment for her marriage contract, although she does not have the marriage contract in her possession.

120 Rav Naḥman bar Yitzḥak said: Rav Yehuda bar Kaza teaches in a baraita of the school of bar Kaza: If the widow demanded payment of her marriage contract,

121 it is as though she is at the beginning of her period of widowhood, and she has another twenty-five years from that point during which she may demand payment of her marriage contract. And if she has a marriage contract in her possession, she may collect payment of her marriage contract forever.

122 The Gemara relates that Rav Naḥman, son of Rav Ḥisda, sent the following message to Rav Naḥman bar Ya'akov: Our teacher, instruct us. Does the dispute between Rabbi Meir and the Rabbis apply in a case where she has a marriage contract in her possession, or does it apply only in a case where she does not have a marriage contract in her possession? And in accordance with the statement of whom is the halakha decided?

123 Rav Naḥman bar Ya'akov sent back this answer to him: When she does not have a marriage contract in her possession, there is a dispute, but in a case where she has a marriage contract in her possession, all agree that she may collect payment of her marriage contract forever. And in a case where there is a dispute, the halakha is in accordance with the statement of the Rabbis.

124 When Rav Dimi came from Eretz Yisrael to Babylonia, he cited a dispute: Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of bar Kappara: They taught that a widow is presumed to have waived her rights to payment of her marriage contract after twenty-five years only with regard to one hundred dinars or two hundred dinars, which constitute the principal payment of the marriage contract. However, she still has the right to demand payment of the additional sum recorded in the marriage contract.

125 And Rabbi Abbahu said that Rabbi Yoḥanan said: She does not have the right to demand payment even of the additional sum recorded in the marriage contract, as Rabbi Aivu said that Rabbi Yannai said: The stipulation of an additional sum in the marriage contract is like the principal sum of the marriage contract. Consequently, if she waived her rights to the principal sum of the marriage contract, she has waived her rights to the additional sum as well.

126 It was also stated that other amora'im debated this matter: Rabbi Abba said that Rav Huna said that Rav said: They taught that she is considered as having waived her rights to payment of her marriage contract only with regard to the principal payment of one hundred or two hundred dinars, but she still has the right to demand payment of the additional sum recorded in the marriage contract.

127 Rabbi Abba said to Rav Huna: Did Rav really say so? Rav Huna said to Rabbi Abba: Did you say that in order to silence me, because you disagree with this ruling? Or did you say that because you are so satisfied with this ruling that you would like to give me wine to drink? Rabbi Abba said to

him: I said that in order to silence you. This indicates that Rabbi Abba disagrees with Rav and accepts the opinion of Rabbi Yoḥanan on this issue.

[128] § The Gemara relates that the mother-in-law of Rav Ḥiyya Arikha, so named because of his height, as the word arikha literally means long, was also the wife of his brother, and she was a widow who resided in the house of her father, and Rav Ḥiyya sustained her for twenty-five years in the house of her father, from his brother's estate.

[129] At the end of the twenty-five years, she said to him: Give me my sustenance. He said to her: You do not have the right to continue to demand sustenance. She said to him: In that case, give me the payment of my marriage contract. He said to her: After twenty-five years, you have no right to demand sustenance and you have no right to demand payment of your marriage contract.

[130] She summoned him for judgment before Rabba bar Sheila. He said to Rav Ḥiyya Arikha: Tell me, then, what was the essence of the case? Rav Ḥiyya Arikha said to him: I sustained her for twenty-five years in the house of her father, and I swear by the life of the Master, i.e., by your life, that I delivered her sustenance to her regularly on my own shoulders.

[131] Rabba bar Sheila said to him: What is the reason that the Sages said that as long as the widow is in the house of her husband, she may always collect payment of her marriage contract? It is because we say that it is due to embarrassment that she did not demand payment of her marriage contract, because she is in her husband's house and his heirs are treating her well. Here too, in this case, it is due to embarrassment that she did not demand payment of her marriage contract, as you treated her with great respect despite the fact that she was living in her father's house. Therefore, go and give her the payment of her marriage contract.

[132] Rav Ḥiyya Arikha did not heed the ruling of Rabba bar Sheila and did not give her the payment of her marriage contract. Rabba bar Sheila wrote an authorization for her to seize his property in payment of the debt. Rav Ḥiyya Arikha came before Rava, and he said to him: Let the Master see how Rabba bar Sheila has judged me. Rava said to him: He has judged you well.

[133] The woman said to Rava: If so, he should go and return to me the produce that has grown on the property that I have a right to receive as payment, from that day that I received authorization to seize his property until today. He said to her: Show me your document of authorization. He saw that it was not written in it: And it is known to us that these properties are from the estate of the deceased. Rava said to her: The authorization is not written well. Consequently, the property is not considered as though it were yours from the time that the authorization was written, and you do not have a right to the produce.

[134] She said to him: Let the authorization go, i.e., even if I have no right to the produce that grew from the time the authorization was written, I should have the right to take the produce that grew from the time when the days of announcement were completed, after the court assessed the value of the property, until now. He said to her: This applies only in a case where there was no error written into the authorization, but where there was an error written into the authorization, we have no right to collect the debt with it. You therefore have no rights to any of the produce.

[135] She said to him: But wasn't it you, Master, who said that omission of the guarantee of the sale from the document is a scribal error, and it is considered as though the guarantee were written in the

document? Here too, say that the omission of the above clause is regarded as a scribal error and is considered as though it were written in the authorization.

136 Rava said to her: In this case, it cannot be said that the clause was meant to be included in the document and it was left out due to a scribal error, because in this case even Rabba bar Sheila erred and thought that the clause should not be included. Initially, Rabba bar Sheila thought as follows: Since these properties that always belonged to Rav Ḥiyya Arikha and those properties that had belonged to his deceased brother are all his, i.e., Rav Ḥiyya Arikha's, as he inherited his brother's property, what difference does it make to me if she collects from these properties, and what difference does it make to me if she collects from those properties? Although only the property of her deceased husband is liened for the payment of her marriage contract, it should not really matter whether she collects from this property or from other property belonging to the heir.

137 Rava continues: But that is not so. Sometimes the widow will go and improve the property of the heir, thinking that she will receive her payment from it, and the property of her deceased husband will depreciate due to neglect on the part of the heir, who knows that it is this property that is liened to ensure payment of the widow's marriage contract. And eventually, the heir will say to her: Take your property, i.e., the property that belonged to your husband, and give me my property. And people will come to cast aspersion on the court as not being concerned for the welfare of the woman, who will be left with the depreciated property. Consequently, the document of authorization to seize property must specify exactly which property belonged to the widow's deceased husband, which she is entitled to collect. Since Rabba bar Sheila erred and did not write this specification, the document of authorization he wrote was useless.

## Chapter 13

1 MISHNA: There were two prominent judges who issued decrees in Jerusalem, Admon and Ḥanan ben Avishalom. Ḥanan states two matters about which the Sages disagreed; Admon states seven. The mishna elaborates: With regard to the case of one who went overseas and his wife is demanding sustenance, claiming that her husband left her without funds and she is seeking a ruling that would provide for her from her husband's property, Ḥanan says:

2 She takes an oath at the end of their marriage, i.e., when she learns that her husband died. The oath is to the effect that he did not leave her any funds when he departed overseas, as she is claiming full payment of her marriage contract. And she does not take an oath at the outset of his trip overseas, when she demands support soon after his departure. The sons of High Priests disagreed with Ḥanan's opinion and said: She takes an oath both at the outset and at the end. Rabbi Dosa ben Harkinas said: The halakha is in accordance with their statement, i.e., that of the sons of the High Priests. Rabban Yoḥanan ben Zakkai said that Ḥanan spoke well: She takes an oath only at the end.

3 GEMARA: The mishna states that there were two judges who issued decrees [gezeirot] in Jerusalem. And the Gemara raises a contradiction from the following baraita: There were three judges who adjudicated cases of theft [gezeilot] in Jerusalem: Admon ben Gaddai, Ḥanan the Egyptian, and Ḥanan ben Avishalom. The fact that the baraita mentions three judges is difficult, as the mishna includes only two; and the fact that the judges are described in the mishna as those who

issue decrees is also difficult as they are described in the baraita as judges who adjudicate cases of theft.

[4] The Gemara continues: Granted, the contradiction between the statement that there were three judges and the statement that there were two is not difficult, as those who are important to him the tanna teaches in the mishna, and those who are not important to him the tanna does not teach in the mishna. Although there were other judges, the tanna mentioned only those pertinent to the topic at hand. However, the contradiction between the ruling that refers to decrees and the ruling that refers to theft is difficult.

[5] Rav Naḥman bar Yitzḥak said: There is no contradiction, as they would issue decrees concerning matters of theft, as it is taught in a baraita: With regard to an animal that severed a young plant in the field of another, Rabbi Yosei says that those who issue decrees in Jerusalem said: For a plant one year old, the animal's owner must pay two silver pieces; for a plant two years old, he pays four silver pieces.

[6] The Gemara raises a contradiction between the baraita cited above and another baraita: There were three prominent judges who issued decrees in Jerusalem: Admon, Ḥanan, and Naḥum. In the previous baraita, Naḥum was not listed. Rav Pappa said: Who is the tanna who taught that the third judge was Naḥum? It is Rabbi Natan, as it is taught in a baraita that Rabbi Natan says: Naḥum HaMadi was also among those who would issue decrees in Jerusalem, but the Sages did not agree with his opinion.

[7] The Gemara asks: And were there no more judges? Didn't Rabbi Pineḥas say that Rabbi Oshaya said: There were 394 courts in Jerusalem, and a comparable number of synagogues, and a comparable number of study halls, and a comparable number of houses of teachers of schoolchildren. The Gemara answers: There were many judges, but when we say that there were a small number, it is specifically concerning those who issue decrees that we say so.

[8] § Rav Yehuda said that Rav Asi said: Those who issue decrees in Jerusalem would take their wages, ninety-nine maneh, equal to 9,900 dinars per year, from the collection of the Temple treasury chamber. If they did not wish to do so, one adds to their wages. The Gemara asks: What is the meaning of the phrase: If they did not wish to do so? Does this mean that if they desired higher wages, they were paid more? Is that to say that we are dealing with wicked people who demand wages beyond what they need? Rather, on the contrary, Rav Asi said that if their wages were insufficient for their needs, then even if they did not wish to receive higher wages, one adds to their wages so that they may devote themselves to their communal service.

[9] The Gemara relates: The Sage Karna would take an istera, a small coin, from the innocent party, and an istera from the guilty party, i.e., he would charge both parties that came to him for judgment, and then he would judge their case. The Gemara asks: But how could he do so? Isn't it written: "And you shall take no bribe" (Exodus 23:8), which indicates that a judge may not take money from either of the two litigants?

[10] And if you say that this prohibition against taking a bribe applies only when a judge does not take from both parties, as there is a concern that perhaps he may come to pervert the judgment in favor of the party that gave him the bribe, whereas in the case of Karna, since he took from both parties he will not come to pervert the judgment, who says that the verse is referring only to those circumstances? Is it permitted to take a bribe even in a case when one will not pervert the judgment?

[11] But isn’t it taught in a baraita: “And you shall take no bribe” (Exodus 23:8); what is the meaning when the verse states this? If it comes to teach that one should not acquit the guilty and one should not convict the innocent due to a bribe, it is already stated: “You shall not wrest judgment” (Deuteronomy 16:19). Rather, this verse teaches that even if the purpose of the bribe is to ensure that one acquit the innocent and convict the guilty, the Torah nevertheless says: “And you shall take no bribe.” This indicates that it is prohibited for a judge to receive anything from the litigants, even if there is no concern at all that justice will be perverted.

[12] The Gemara answers: This applies only when one takes the money in the form of a bribe, even if he does not intend to pervert the judgment, whereas Karna took the money in the form of a salary, not a bribe. The Gemara asks: But is it permitted to take money from litigants in the form of a salary? Didn’t we learn in a mishna (Kiddushin 58b): With regard to one who takes a salary to judge cases, his judgments are void? The Gemara answers: This applies only when he took money as his compensation for judging the case, whereas Karna accepted the money as compensation for unemployment, i.e., as he could not engage in his usual work while dealing with the case, he would take compensation for this unemployment.

[13] The Gemara asks: And is it permitted to take money as compensation for unemployment? Isn’t it taught in a baraita: Ugly is the judge who takes a salary to judge cases; however, his judgments are valid judgments? The Gemara clarifies: What are the circumstances of this baraita? If we say that it is referring to one who accepted money as his compensation for judging, are his judgments valid judgments? But didn’t we learn in a mishna (Kiddushin 58b): With regard to one who takes a salary to judge cases, his judgments are void? Rather, it must certainly be referring to a situation where he takes money as compensation for unemployment, and yet the baraita teaches: Ugly is the judge.

[14] The Gemara answers: This statement that the judge is ugly applies only when the fact that he is taking a salary for his unemployment is not evident, as he was not engaged in some other type of work at the time. Karna, however, would take money for his unemployment when it was evident that he was taking time off work to judge the case, as he was examining people's wine stores [ambara] to see which casks would last and which were going sour, and they would pay him one dinar as a salary. Consequently, when Karna paused from his work to deal with a case, it was clear that he was losing money.

[15] This resembles an incident involving Rav Huna. When people would come for judgment before him, he would say to them: As I am unable to take time off from my work, give me a man who can draw water for me, to irrigate the fields in my place, and I will judge your case.

[16] Rabbi Abbahu said: Come and see how blind are the eyes of those who accept bribes, and how they ruin themselves. If a person has pain in his eyes, he gives a doctor money, and even then it is uncertain whether he will be healed or whether he will not be healed. And yet those judges take the value of a peruta, a small amount of money as a bribe, and actively blind their eyes, as it is stated: “For a bribe blinds those who have sight” (Exodus 23:8).

[17] The Sages taught: “For a bribe blinds the eyes of the wise” (Deuteronomy 16:19); a fortiori it will certainly blind the eyes of fools. “And perverts the words of the righteous” (Deuteronomy 16:19); a fortiori it will certainly pervert the statements of the wicked. The Gemara asks: Are fools and the wicked suitable for judgment, i.e., to be appointed as judges? Rather, this is what the tanna of the baraita said: “For a bribe blinds the eyes of the wise”; even if he were very wise but he took a bribe,

he will not leave this world without suffering blindness of the heart, i.e., he will eventually turn foolish. “And perverts the words of the righteous”;

[18] even if he is completely righteous but he took a bribe, he will not leave this world without becoming demented.

[19] When Rav Dimi came from Eretz Yisrael to Babylonia, he said that Rav Naḥman bar Kohen interpreted a verse homiletically as follows. What is the meaning of that which is written: “The king by justice establishes the land, but he who exacts gifts [terumot] overthrows it” (Proverbs 29:4)? If a judge is like a king, in that he does not need anything and is not dependent on anyone, he establishes the land, i.e., he can serve as a judge. But if he is like a priest, who seeks out his terumot from various granaries, as he is dependent on others, he overthrows the land.

[20] § Rabba bar Rav Sheila said: This judge who borrows items from others is disqualified from rendering judgment because it is as though he accepts a salary. And we said this only in a case where he does not have articles to lend out to others but is constantly borrowing without lending objects in turn. However, if he has items to lend out to others, we have no problem with it.

[21] The Gemara asks: Is that so? But Rava would borrow items from the house of bar Maryon even though they would not borrow from him. The Gemara answers: There, he wanted to cause them to be considered more important in the community. Rava was very wealthy and did not need to borrow for his own benefit. On the contrary, by borrowing from the house of bar Maryon he raised their standing in the community.

[22] Rava said: What is the reason for the prohibition against taking a bribe? Once a judge accepts a bribe from one party, his thoughts draw closer to him and he becomes like his own self, and a person does not find fault in himself. The Gemara notes that the term itself alludes to this idea: What is the meaning of shoḥad, bribe? It can be read as: Shehu ḥad, as he is one, i.e., at one mind with the litigant. Rav Pappa said: A person should not judge a case involving one whom he loves, nor involving one whom he hates. He should not judge one whom he loves, as he will not find any fault in him, while with regard to one whom he hates, he will not find any merit in him.

[23] Abaye said: With regard to this Torah scholar who is beloved by the residents of his town, it is not because he is a superior Sage than others; rather, it is because he does not reprove them in Heavenly matters. He is beloved because he is not strict with them with regard to the observance of mitzvot.

[24] Rava said: At first I would say that all these residents of Meḥoza love me; however, once I became a judge I said that some of them hate me and some of them love me, as I assumed that their feelings toward me depended on the success of their case. When I saw that the one I declared guilty today would be found innocent the following day, I realized that my rulings do not determine their attitudes, and therefore I said: If they love, then they all love me, and if they hate, then they all hate me, regardless of what happens in the courtroom.

[25] § The Sages taught: “And you shall take no bribe” (Exodus 23:8). It is not necessary to say that this includes bribery by means of money; however, even verbal bribery, assisting by means of speech, is also prohibited. The halakha that a bribe is not necessarily monetary is derived from the fact that it is not written: And you shall take no profit. The Gemara asks: What are the circumstances of bribing with words?

[26] The Gemara explains: This can be demonstrated by that episode involving Shmuel, who was once crossing a river on a narrow ferry. A certain man came along and gave him a hand to help him out of the ferryboat. Shmuel said to him: What are you doing in this place? The man said to him: I have a case to present before you for judgment. Shmuel said to him: I am disqualified from presiding over your case, as you did me a favor. Although no money changed hands, a bond was formed between the pair.

[27] The Gemara relates a similar story. Ameimar was sitting and judging a case when a feather floated and landed on his head. A certain man came by and removed it from his head. Ameimar said to him: What are you doing here? He said to him: I have a case to present before you. Ameimar said to him: I am disqualified from presiding over your case, due to the favor you performed for me. The Gemara likewise relates: There was spittle lying before Mar Ukva. A certain man came by and covered it. He said to him: What are you doing here? He said to him: I have a case to present before you. Mar Ukva said to him: I am disqualified from presiding over your case.

[28] The Gemara cites another incident. The sharecropper of Rabbi Yishmael, son of Rabbi Yosei, was accustomed to bringing him a basket [kanta] full of fruits every Shabbat eve. One day, he brought him the basket on a Thursday. Rabbi Yishmael said to him: What is different that you came early now, this week? The sharecropper said to him: I have a case to present before you, and I said to myself that along my way I will bring to the Master the basket of fruits, as in any case I am coming on Thursday, the day the courts are in session. Rabbi Yishmael did not accept the basket of fruits from him, and he said to him: I am disqualified from presiding over your case.

[29] Rabbi Yishmael seated a pair of rabbinic scholars and they judged the sharecropper’s case. As Rabbi Yishmael was coming and going, he said to himself: If he wants, he could claim this, and if he wants, he could claim that, i.e., he kept thinking of all the ways in which the litigant who brought him the fruits could win his case. He said to himself: Blast the souls of those who accept bribes. If I, who did not accept anything, and if I had accepted, I would have accepted my own property, as it is my sharecropper and the fruits legally belong to me, am nevertheless in this state of mind due to the proposed gift, all the more so are those who actually accept bribes inevitably biased in favor of the one who bribed them.

[30] The Gemara likewise relates with regard to Rabbi Yishmael bar Elisha, who was a priest, that a certain man once brought him the first shearing. Rabbi Yishmael said to him: From where are you? The man said to him: I am from such and such a place. Rabbi Yishmael said to him: And from there to here was there no priest to whom you could give the first shearing? He said to him: I have a case to present before you, and I said to myself that along my way I will bring to the Master the first shearing. Rabbi Yishmael said to him: I am disqualified from presiding over your case, and he would not accept the first shearing from him.

[31] Rabbi Yishmael bar Elisha seated a pair of rabbinic scholars and they judged his case. As Rabbi Yishmael was coming and going, he said to himself: If he wants, he could claim this, and if he wants, he could claim that. He said to himself: Blast the souls of those who accept bribes. If I, who did not accept anything, and if I had accepted, I would have accepted my own property, as I am a priest and am entitled to receive the first shearing, am nevertheless in this state of mind, all the more so are those who accept bribes.

[32] The Gemara relates: There was a certain man who once brought to Rav Anan a basket of small fish [gildanei devei gilei]. He said to him: What are you doing here? The man said to him: I have a case to present before you. Rav Anan would not accept the basket from him, and he said to him: I am disqualified from presiding over your case, due to your actions.

[33] The man said to him: I do not need the Master's judgment. However, let the Master accept my gift anyway, so that the Master does not prevent me from presenting first fruits. What does the mitzva of first fruits have to with this situation? As it is taught in a baraita: "And there came a man came from Ba'al Shalisha, and he brought the man of God bread of the first fruits, twenty loaves of barley and fresh ears of corn in his sack" (II Kings 4:42). But did Elisha, the recipient of these gifts, eat first fruits? After all, he was not a priest. Rather, this verse comes to tell you: Whoever brings a gift to a Torah scholar, it is as though he has presented first fruits. This visitor to Rav Anan wished to fulfill this mitzva.

[34] Rav Anan said to him: I do not want to take it from you, but now that you have explained to me the reason that you wish to give it to me I will accept it from you. Rav Anan sent the man to Rav Naḥman, and he also sent him a letter: Let the Master judge this man's case because I, Anan, am disqualified from judging his cases. Rav Naḥman said to himself: From the fact that he sent me this letter, I can conclude from here that the reason he is disqualified from judging the case is because he is his relative. At that time, a case involving orphans was being heard before Rav Naḥman. He said:

[35] This is a positive mitzva, for judges to judge cases properly, and this is a positive mitzva, to honor Torah scholars and their families. Rav Naḥman concluded that the positive mitzva of giving honor to the Torah takes precedence. Therefore, he put aside the case of the orphans and settled down to judge the case of that man, under the mistaken assumption that he was a relative of Rav Anan. Once the other litigant saw the honor being accorded to that man by the judge, he grew nervous until his mouth, i.e., his ability to argue his claim, became closed, and he lost the case. In this manner, justice was perverted by Rav Anan, albeit unwittingly and indirectly.

[36] Elijah the Prophet was accustomed to come and visit Rav Anan, as the prophet was teaching him the statements that would later be recorded in the volume Seder deEliyahu, the Order of Elijah. Once Rav Anan did this and caused a miscarriage of justice, Elijah departed. Rav Anan sat in observance of a fast and prayed for mercy, and Elijah came back. However, when Elijah came after that, he would scare him, as he would appear in frightening forms.

[37] And Rav Anan made a box where he settled himself down and he sat before Elijah until he took out for him, i.e., taught him, all of his Seder. And this is what the Sages mean when they say: Seder deEliyahu Rabba, the Major Order of Elijah, and Seder Eliyahu Zuta, the Minor Order of Elijah, as the first order was taught prior to this incident and the second came after it.

[38] § The Gemara relates: In the years of Rav Yosef there was a divine anger, manifested by world hunger. The Sages said to Rav Yosef: Let the Master pray for mercy concerning this decree. He said to them: Now, if in the case of the prophet Elisha, when the Sages would take their leave of him, 2,200 Sages would remain behind whom he would support from his own pocket, and yet he would not pray for mercy at a time of divine anger and famine, should I pray for mercy?

[39] The Gemara asks: And from where is it derived that this number of scholars would remain behind with Elisha? As it is written: "And his servant said: How should I set this before a hundred men" (II Kings 4:43). What is the meaning of "before a hundred men"? If we say that all of the gifts that he

had received, i.e., the first fruits, twenty loaves of barley, and fresh ears of corn mentioned in the preceding verse, were meant to be placed before one hundred men, in years of drought and famine this was a good deal of food, which would have sufficed for them. Rather, it must mean that each and every one of the loaves was to be placed before one hundred men. Since he had twenty loaves plus two meals of first-fruits and ears of corn, there must have been 2,200 people present.

40 § Incidentally, the Gemara relates: When the Sages would take their leave from the school of Rav, 1,200 Sages would remain behind to continue their studies. When the Sages would take their leave from the school of Rav Huna, eight hundred Sages would remain behind. Rav Huna would expound the lesson by means of thirteen speakers, who would repeat his statements to the crowds that had gathered to hear him. When the Sages would arise from listening to lectures in the yeshiva of Rav Huna and dust off their cloaks, the dust would rise and block out the sun, forming a dust cloud that could be seen from afar. And they would say in the West, in Eretz Yisrael: The scholars have just arisen in the yeshiva of Rav Huna the Babylonian.

41 When the Sages would take their leave from the school of Rabba and Rav Yosef, four hundred Sages would remain behind, and they would refer to themselves as orphans, as they were the only ones left from the entire crowd. When the Sages would take their leave from the school of Abaye, and some say from the school of Rav Pappa, and some say from the school of Rav Ashi, two hundred scholars would remain behind, and they would refer to themselves as orphans of orphans.

42 § The Gemara returns to the issue of those who receive their wages from public funds. Rabbi Yitzḥak bar Redifa said that Rabbi Ami said: Inspectors of blemishes of consecrated animals in Jerusalem, who would examine all animals brought to be sacrificed in the Temple to verify that they were free of any blemishes that would disqualify them from being sacrificed on the altar, would take their wages from the collection of the Temple treasury chamber. Rav Yehuda said that Shmuel said: Torah scholars who teach the halakhot of slaughter to the priests of the Temple would take their wages from the collection of the chamber.

43 Rav Giddel said that Rav said: Torah scholars who teach the halakhot of the removal of a handful to the priests would take their wages from the collection of the chamber. All these scholars were constantly engaged in work necessary for the functioning of the Temple, and therefore they would receive their wages from the Temple treasury. Rabba bar bar Ḥana said that Rabbi Yoḥanan said: The proofreaders of the Torah scrolls in Jerusalem would take their wages from the collection of the chamber.

44 Rav Naḥman said that Rav said: The women who weave the curtains that separate the Temple Sanctuary from the Holy of Holies would take their wages from the collection of the chamber. Rav Naḥman added: But I say that they would not be paid from the collection of the chamber; rather, their salary would come from the funds consecrated for Temple maintenance. Why? Since the curtains served in place of the solid construction of the building, they were part of the Temple itself. Therefore, any work performed for the curtains should be paid for from money allocated for building purposes, not from the funds collected to pay for offerings and the daily needs of the Temple.

45 The Gemara raises an objection to this: The women who weave the curtains, and the house of Garmu, who were in charge of the preparation of the shewbread, and the house of Avtinas, who were in charge of the preparation of the incense, all would take their wages from the collection of the chamber. This contradicts Rav Naḥman’s claim.

46 The Gemara answers: There, it is referring to the curtains of the gates, which were not considered part of the actual Temple building but were decorative in purpose. As Rabbi Zeira said that Rav said: There were thirteen curtains in the Second Temple, seven opposite, i.e., on the inside of, seven gates, one at the entrance to the Sanctuary, one at the entrance to the Entrance Hall, two additional curtains within the partition, in the Holy of Holies in place of the one-cubit partition, and two corresponding to them above in the upper chamber.

47 The Sages taught: With regard to the women who raise their children for the red heifer, i.e., who would raise their children in special places so that they would live their entire lives up to that point in a state of ritual purity, enabling them to draw the water for the purposes of the ritual of the red heifer, these women would take their wages from the collection of the chamber. Abba Shaul said: Their wages would not come from the collection of the chamber. Instead, wealthy and prominent women of Jerusalem would sustain them and provide them with a livelihood.

48 Rav Huna raised a dilemma before Rav:

49 Concerning Temple service vessels, what is the halakha with regard to the possibility that they may be prepared by using money consecrated for Temple maintenance? The Gemara explains the two sides of the dilemma: Are they requirements of the altar, and therefore they came from money consecrated for Temple maintenance, or are they requirements of offerings, and therefore they were prepared from the collection of the Temple treasury chamber? Rav said to him: They are prepared only from the collection of the chamber.

50 Rav Huna raised an objection to this from a verse that deals with those in charge of maintaining the Temple structure: “And when they had made an end, they brought the rest of the money before the king and Jehoiada, of which were made vessels for the house of the Lord, vessels with which to minister, and buckets, and pans, and vessels of gold and silver” (II Chronicles 24:14). This indicates that vessels may be prepared with money consecrated for Temple maintenance.

51 Rav said to him: Whoever taught you the Writings did not teach you the Prophets, as you forgot about the parallel verse in the Prophets: “But there were not made for the house of the Lord cups of silver, snuffers, basins, trumpets, any vessels of gold, or vessels of silver, of the money that was brought into the house of the Lord; for they gave that to those who did the work” (II Kings 12:14–15). This verse proves that vessels were not prepared with the money donated for Temple maintenance.

52 The Gemara asks: If so, the verses contradict each other, as in one place it states that the Temple vessels may be funded with the money donated for Temple maintenance, while in the other verse it states that this money was used exclusively for those involved in the actual work of Temple maintenance. The Gemara answers: This is not difficult; here it is speaking of a case where they collected funds and there was money left over. These funds could be used for Temple vessels. Conversely, here, the verse is referring to a situation where they collected funds and there was nothing left over, and therefore all of the money was allocated to actual Temple maintenance.

53 The Gemara asks: And if they collected money and there was some left over, what of it? After all, that money was consecrated for another purpose. If the Temple vessels could not be prepared with money consecrated for Temple maintenance, how were they able to use any of these funds for this purpose? Rabbi Abbahu said: The court initially sets a mental stipulation about the money collected:

If it is required for Temple maintenance, it is required and is allocated accordingly, and if not, it will be used for the service vessels.

[54] The school of Rabbi Yishmael taught: The funding for the service vessels of the Temple comes from the collection of the Temple treasury chamber, as it is stated: “The rest of the money” (II Chronicles 24:14). Which money has a remainder? You must say that this is referring to the collection of the chamber. After the money was brought into the chamber, a certain portion of it would be set aside for the requirements of the offerings, while the remainder was used for other purposes.

[55] The Gemara asks: But one can say that the remainder itself was used for the Temple vessels, and the phrase “the rest of the money” does not refer to the funds of which there is a remainder, but to the remainder of the donations left in the chamber after the first collection was removed. The Gemara answers: This is as Rava said elsewhere, that the phrase “the burnt-offering” (Leviticus 6:5), with the definite article, is referring to the first burnt-offering; so too, the term “the money” (II Chronicles 24:14) is referring to the first money, i.e., the money removed from the collection of the chamber.

[56] The Gemara raises an objection from the following source: The funds for the incense and all communal offerings come from the collection of the Temple treasury chamber. The funds for the golden altar, located inside the Sanctuary and upon which the incense was offered, the frankincense, and the service vessels all come from the leftover money of the funds set aside for the libations.

[57] The funds for the upkeep of the altar of burnt-offerings, which was located outside the Sanctuary and on which most offerings were burned, and for the chambers, and for the various courtyards, come from money consecrated for Temple maintenance. Funds for those matters that are outside the walls of the Temple courtyard come from the remainder of the chambers. And with regard to this we learned: The wall of the city, its towers, and all of the requirements of the city of Jerusalem likewise come from the remainder of the chamber. According to this source, the funds for the sacred vessels came from the leftover money of the funds set aside for the libations, not the collection of the Temple treasury chamber.

[58] The Gemara answers: It is a dispute between tanna’im, as we learned in a mishna (Shekalim 6a): What would they do with the leftover funds of the collection of shekels that had not been spent on communal offerings? They would purchase golden plates as a coating for the walls and floor of the Holy of Holies. Rabbi Yishmael says: There were different types of remainders in the Temple, each of which had separate regulations. The leftover produce was used to purchase the repletion [keitz] of the altar, i.e., burnt-offerings sacrificed when the altar would otherwise be idle. The leftover funds of the collection were used to purchase service vessels.

[59] Rabbi Akiva says: The leftover funds of the collection of shekels were used to purchase the animals for the repletion of the altar, as they had originally been collected for offerings. The leftover libations were used to purchase service vessels. Rabbi Ḥanina, the deputy High Priest, says: The leftover libations were used to purchase animals for the repletion of the altar, while the leftover funds of the collection of shekels were used to purchase service vessels. Both this Sage, Rabbi Akiva, and that Sage, Rabbi Ḥanina, did not agree with Rabbi Yishmael’s opinion with regard to the leftover produce.

[60] The Gemara asks: What is this produce? As it is taught in a baraita: What would they do with the leftover funds of the collection? They would use it to buy produce at a cheap price and subsequently

sell that produce at an expensive price, and the profit earned from this trade would be used for the repletion of the altar. And with regard to this we learned: The leftover funds of produce were used to purchase the animals for the repletion of the altar.

61 The Gemara asks: If so, what is the reason that both this Sage, Rabbi Akiva, and that Sage, Rabbi Ḥanina, did not agree with Rabbi Yishmael's opinion with regard to the leftover produce? The Gemara answers: Rabbi Akiva is consistent with his opinion elsewhere, as we learned in a mishna (Shekalim 6a): What would they do with the leftover remainder of the chamber? They would purchase wine, oil, and fine flour and sell them to those who needed them for their private offerings. And the profit from these sales would go to consecrated property, i.e., to the Temple treasury. This is the statement of Rabbi Yishmael. Rabbi Akiva says: One may not generate profit by selling consecrated property, nor may one profit from funds set aside for the poor.

62 The Gemara explains the reason for Rabbi Akiva's ruling: What is the reason that one may not use consecrated property to generate a profit? It is because there is no poverty in a place of wealth, i.e., the Temple must always be run in a lavish manner. Therefore, one may not use Temple funds to generate small profits in the manner of paupers. What is the reason that one may not use funds set aside for the poor to make a profit? It is because perhaps one will encounter a poor person and there will be nothing to give him, as all of the money is invested in some business transaction.

63 § The Gemara returns to the mishna, which deals with the case of one who went overseas and his wife is demanding sustenance. It was stated that amora'im debated the following issue. Rav said:

64 The court apportions sustenance for a married woman, i.e., if a husband went overseas and left behind nothing with which his wife could provide for her sustenance, the court withdraws money from his estate for this purpose. And Shmuel said: The court does not apportion sustenance for a married woman. Shmuel further said: Abba, i.e., Rav, concedes to me that the court does not touch the husband's estate for the first three months. This is because a person does not leave his house empty, and therefore it is certain that he left something with which his wife can sustain herself at least in the short term.

65 The Gemara comments: In a case where they heard that the husband died, everyone agrees that the court sustains his wife from his estate. When they disagree it is in a case where they did not hear that he had died abroad. Rav said that the court apportions sustenance for the wife, as his estate is legally mortgaged to her and must provide her with sustenance, and Shmuel said that in this case the court does not apportion sustenance for her.

66 The Gemara asks: What is the reason for Shmuel's ruling? Rav Zevid said: One can say that he gave her a bundle of money before he departed. Rav Pappa said: We are concerned that perhaps he said to her before his departure: Spend your earnings to sustain yourself, i.e., he renounced his rights to her earnings and in exchange he is no longer required to provide her with support.

67 The Gemara asks: What is the practical difference between these two explanations? The Gemara answers: There is a practical difference between them in a case where the woman is an adult, and therefore it is possible that he left her money, and the amount she earns is not enough for her needs. According to the opinion of Rav Zevid, one can assume that he gave her money and therefore it is not necessary for the court to allocate her sustenance from his estate, whereas according to the opinion of Rav Pappa, as her earnings are not enough for her sustenance the court apportions more for her from his estate, despite the husband's possible stipulation.

[68] Alternatively, there is a difference between them in the case of a minor wife, with whom the husband would not have left money, but her earnings are enough for her sustenance. Rav Zevid would claim that the court must provide for her from his estate, as he would not have left her money, whereas Rav Pappa would argue that he might have told her to sustain herself from her own earnings.

[69] § We learned in the mishna: With regard to one who went overseas and his wife is demanding sustenance, Ḥanan says: She takes an oath at the end, and she does not take an oath at the outset. The sons of High Priests disputed Ḥanan's opinion and said: She takes an oath both at the outset and at the end. The Gemara comments: They disagree only with regard to an oath; however, with regard to sustenance everyone agrees that the court gives it to her. This apparently contradicts the opinion of Shmuel. The Gemara explains that Shmuel interpreted the mishna in accordance with his opinion as referring to a case when they heard concerning him that he died overseas. In this scenario, everyone agrees that the court provides her with sustenance from the husband's estate.

[70] Come and hear a baraita: With regard to one who went overseas and his wife is demanding sustenance, the sons of High Priests say: She takes an oath. Ḥanan says: She does not take an oath, i.e., she receives sustenance without having to swear. And if he came and said: I apportioned money for her sustenance and left her with sufficient funds, he is deemed credible and she must return all that she received from his estate through the court. This poses a difficulty for the opinion of Shmuel, who maintains that the court does not supply her with sustenance ab initio.

[71] The Gemara answers: Here, too, it is referring to a case where they heard concerning him that he died abroad. The Gemara asks: But the tanna said: If he came and said, which indicates that the husband is not dead. The Gemara explains that the baraita means: If he came after the rumor. There was a rumor that he had died, and for this reason the court provided her with sustenance, and later it was determined that the rumor was false.

[72] Come and hear another baraita: With regard to one who went overseas and his wife is demanding sustenance, if he came and said that prior to his departure he told her: Spend your earnings to sustain yourself, he is permitted to act accordingly. If the court went ahead and apportioned sustenance for her, what they apportioned is apportioned, and she is not required to return it. Again, this poses a difficulty for the opinion of Shmuel. The Gemara answers: Here, too, it is referring to a case where they heard concerning him that he died abroad.

[73] Come and hear another baraita: With regard to one who went overseas and his wife is demanding sustenance, the court descends to his property and feeds and provides a livelihood for his wife, but not for his sons and daughters, and they do not give her something else. Once again this presents a difficulty for the opinion of Shmuel.

[74] Rav Sheshet said: This is referring to one who feeds his wife by means of a third party. In this case, even if the husband was available he would not be providing her with her sustenance directly, as he appointed someone else to give her money in accordance with her needs. The Gemara asks: If so, his sons and daughters should also receive this support. The Gemara answers: It is referring to a case where he appointed a third party for this purpose, his wife's sustenance, but he did not appoint a third party for this purpose, the sustenance of his children. The Gemara asks: If that is correct, why was it stated without qualification? There is no hint in the baraita that the husband differentiated in this manner.

[75] Rather, Rav Pappa said that Shmuel would explain this baraita as referring to a case where she heard that he had died, and she was told this by one witness. Therefore, as far as she is concerned, since this is a case where if she wanted to remarry based on the testimony of that one witness she may marry, as in this situation the Sages permitted her to rely on the account of a single witness so that she not end up a deserted woman, the court also provides her with sustenance, as she may claim her marriage contract based on this testimony.

[76] However, with regard to his sons and daughters, since this is a case where if they wanted to descend to his estate on the basis of the testimony of one witness, they may not descend and take the property, as two witnesses are required for matters of inheritance, the court also does not provide them with sustenance. As far as the children are concerned, there is still insufficient evidence for the death of their father.

[77] Incidentally, the Gemara asks: What is: Something else, mentioned in the baraita? Rav Ḥisda said: This is a wife's ornaments, to which she is entitled in addition to her sustenance. Rav Yosef said: It is money for charity. The Gemara comments: According to the one who said that the court does not pay for her ornaments if the husband has gone overseas, all the more so

[78] he maintains that she does not receive money from his property for charity, as the court does not take donations of charity from one's property without his knowledge. Conversely, the one who said that the court does not give money for charity would argue: However, they do give her ornaments, as it is assumed that it is not satisfactory for him for his wife to be degraded by a lack of jewelry.

[79] The Gemara further suggests: Come and hear: With regard to a yevama, a woman whose husband died childless and he has a brother [yavam], and who is waiting either to enter into levirate marriage with the yavam or perform ḥalitza, for the first three months after her husband's death she is sustained from the property of her husband.

[80] From then on, as long as she has not entered into levirate marriage, she is not sustained, neither from the property of her husband nor from that of the yavam. If the yavam stood in judgment and the court ruled that he should enter into levirate marriage, and he fled, she is sustained from the property of the yavam. This apparently contradicts Shmuel's ruling, as here the woman is provided with sustenance from the estate of the yavam in his absence, despite the fact that his obligation toward her is less than that of a husband.

[81] The Gemara answers that Shmuel could have said to you: With regard to what need we be concerned in this case? If the concern is due to the possibility that he gave her a bundle of money before his departure, the mind of the yavam is not that close to this woman that he would leave money with her; if the concern is due to her earnings, i.e., that he said to her: Spend your earnings to sustain yourself, she is not yet obligated to give him her earnings.

[82] Come and hear: With regard to a wife who went with her husband overseas, and she came back and said: My husband died, if she wishes she is sustained from his property, and if she wishes she collects payment of her marriage contract. If she said: My husband divorced me, but she does not present a bill of divorce, she is continually sustained from his property up to the amount of her marriage contract. The reason is that she may collect this money whether or not her claim is believed: If she is still married, she is entitled to her sustenance, and if she is divorced she receives the marriage contract. This once again presents a difficulty for the opinion of Shmuel, as she collects money from her husband's estate in his absence.

[83] The Gemara answers: Here, too, it is referring to a case where they heard concerning the husband that he died. The Gemara asks: And what is different about the sum up to the amount of her marriage contract; why is she given no more than this? If he is dead, she should be allowed to sustain herself from all his property until she weds another. The Gemara answers: The reason is that she is the one who caused the loss to herself. By claiming that she was divorced, she forfeits her right to more sustenance.

[84] The Gemara further suggests: Come and hear: How, i.e., in what case, did the Sages say that a minor who refuses her husband does not receive sustenance? You cannot say that this halakha applies to a young girl who is living under the authority of her husband, as her husband is obligated in her sustenance. Rather, it applies to a case where her husband went overseas, and she borrowed money and sustained herself for a while, and subsequently she arose and refused him. The Gemara infers: The reason is that she refused him, which indicates that if she did not refuse her husband, the court gives her sustenance. This apparently shows that a woman is sustained from her husband's property when he goes overseas.

[85] The Gemara answers that Shmuel could have said to you: With regard to what need we be concerned here? If the concern is due to the possibility that he left her a bundle of money before his departure, one does not give a bundle of money to a minor. If the concern is due to the possibility that he instructed her to subsist on her earnings, the earnings of a minor are not enough to cover the expenses of her sustenance. In summary, no resolution has been found for the dispute between Rav and Shmuel, notwithstanding the numerous sources cited by the Gemara.

[86] The Gemara asks: What is the conclusion that was reached about this dispute? How should this case be treated in practice? When Rav Dimi came from Eretz Yisrael, he said: An incident of this kind came before Rabbi Yehuda HaNasi in Beit She'arim, and he apportioned sustenance for her. However, a similar incident came before Rabbi Yishmael in Tzippori, and he did not apportion sustenance for her. Rabbi Yoḥanan wondered about this ruling: And what did Rabbi Yishmael see such that he did not apportion sustenance for her? After all, the sons of High Priests and Ḥanan disagreed in the mishna only with regard to whether she is obligated to swear an oath, but as far as sustenance is concerned, they concur that the court gives it to her.

[87] Rav Shemen bar Abba said to Rabbi Yoḥanan: Our Rabbi in Babylonia, Shmuel, already interpreted it as referring to a case where they heard concerning the husband that he died. Rabbi Yoḥanan said to him in astonishment: Have you gone that far in your analysis of this case that you were able to resolve this problem?

[88] When Ravin came from Eretz Yisrael, he said a different version of this discussion: An incident came before Rabbi Yehuda HaNasi in Beit She'arim, and he did not apportion sustenance for her; an incident came before Rabbi Yishmael in Tzippori, and he apportioned sustenance for her. Rabbi Yoḥanan said: And what did Rabbi Yehuda HaNasi see such that he did not apportion sustenance for her? As, the sons of High Priests and Ḥanan disagreed only with regard to an oath, but when it comes to sustenance, the court gives it to her. Rav Shemen bar Abba said to Rabbi Yoḥanan: Shmuel in Babylonia already interpreted it as referring to a case where they heard concerning him that he died. Rabbi Yoḥanan said to him in astonishment: Have you gone that far in your analysis of this case?

[89] The Gemara concludes: And the halakha is in accordance with the opinion of Rav, and therefore one apportions sustenance for a married woman whose husband went overseas. In passing, the

Gemara mentions other rulings of halakha. And the halakha is in accordance with that which Rav Huna said that Rav said. As Rav Huna said that Rav said: A woman can say to her husband: I will not be sustained by you and in turn I will not work, i.e., you will not keep my earnings. The reason is that this arrangement was enacted by the Sages for the wife's benefit. Consequently, she can relinquish her rights to her sustenance in this manner.

[90] And the halakha is in accordance with the opinion of Rav Zevid with regard to glazed [kunya] vessels. As Rav Zevid said: With regard to these glazed vessels [manei dekunya], i.e., earthenware vessels that are glazed over, the white and black ones are permitted after they have been washed, as the glazing prevents the vessels from absorbing the foods placed inside them. Some earthenware vessels absorb the food and drink that is cooked in them and are therefore rendered forbidden if at any time they contained forbidden food, e.g., wine poured as a libation or leaven on Passover. The white and black vessels are not considered like regular earthenware vessels, which are rendered permanently forbidden.

[91] Conversely, green ones are forbidden, as they absorb from the substances placed inside them. And we said that white and black ones are permitted only if they do not have cracks; however, if they have cracks they are forbidden, as the forbidden food is absorbed by the earthenware through the cracks.

[92] MISHNA: In the case of a husband who went overseas, and someone arose and sustained his wife in his absence, and upon the husband's return the provider demands from him the money he spent on his wife, Ḥanan says: He has lost his money, i.e., the husband is not obligated to repay him, as the provider acted of his own free will and was not instructed to do so by the husband.

[93] The sons of High Priests disagreed with Ḥanan's opinion and said: The man swears how much he spent on behalf of the woman, and he takes that sum from the husband. Rabbi Dosa ben Harkinas said that the halakha is in accordance with their statement. Rabbi Yoḥanan ben Zakkai said: Ḥanan spoke well in this case, as this man is like one who placed his money on the horn of a deer in midflight, i.e., he has no reasonable expectation of reimbursement.

[94] GEMARA: We learned in a mishna there (Nedarim 33a): With regard to one who is prohibited by a vow from deriving benefit from another,

[95] the other may contribute his shekel for him, i.e., it is permitted for the second individual to donate the half-shekel from his own money to the Temple on behalf of the first one, who is prohibited by the vow from deriving benefit; and he may repay his debt for him, i.e., if the one prohibited by the vow owes money to a third party, the one from whom he may not derive benefit may pay off that debt on his behalf. And he may return to him his lost object, and in a place where one takes a wage for returning a lost article, the benefit paid for the return of the item goes to the Temple treasury of consecrated property.

[96] The Gemara discusses this mishna: Granted, he may contribute his shekel for him, as he thereby performs a mitzva. The one prohibited by the vow from deriving benefit does not derive any direct benefit from this action, as even if he did not pay the half-shekel, all Jews have a share in the communal offerings brought in the Temple, as we learned in a baraita: One performs the collection of money from the chamber with the intention that the ceremony apply to money that is lost, and money that has already been gathered but has not yet been brought to the Temple, and money that will be

gathered in the future. This shows that even if one did not give a half-shekel, the communal offerings are nevertheless sacrificed in his name.

97 And concerning the halakha that he may return to him his lost object, he also performs a mitzva by means of this action. However, with regard to the statement that he may repay his debt for him, this is problematic because it provides a gain for the one prohibited by the vow from deriving benefit; if he did not repay the person's debt, that person would have to pay it from his own pocket. Consequently, it should be considered as though the one prohibited from deriving benefit received money.

98 Rav Oshaya said: In accordance with whose opinion is this mishna? It is in accordance with the opinion of Ḥanan, who said in the mishna: He has lost his money. In other words, this is referring to a case in which he repays a debt that the other does not really have to repay at all, and therefore he is doing a favor to the creditor, not to the one who is prohibited from deriving benefit.

99 And Rava said: You can even say that this is in accordance with the opinion of the Rabbis, and here we are dealing with a situation where the borrower borrowed money on the condition that he need not pay it back until he chooses to do so. In that case, if the one from whom this borrower may not derive benefit repaid the debt for him, he performed a favor only to the lender, not to the borrower.

100 The Gemara analyzes these opinions: Granted, Rava did not say his statement in accordance with the explanation of Rav Oshaya, as he establishes the mishna in Nedarim not only in accordance with the view of Ḥanan, but also in accordance with the opinion of the Rabbis. However, what is the reason that Rav Oshaya did not say that the mishna is referring to a loan that did not have to be repaid, in accordance with the explanation of Rava? The Gemara answers that Rav Oshaya could have said to you: Although in this type of loan there is no benefit to the borrower, as he need not repay it within a certain period of time,

101 doesn't he have shame due to his failure to repay the debt? There too, in the case of one prohibited by a vow, he has benefit; namely, the benefit that he is ashamed before him until the loan is repaid.

102 MISHNA: Admon states a dissenting opinion to that of the Rabbis in seven cases. The mishna elaborates: With regard to one who died and left behind both sons and daughters, when the estate is large the sons inherit the property and the daughters are provided with sustenance from it. And with regard to a small estate, which is insufficient to provide for both the sons and the daughters, the daughters are provided with sustenance and the sons have neither inheritance nor sustenance, and therefore, if they have no other means with which to support themselves, they must go round begging at the doors. Admon says: Because I am a male, will I lose out? Rabban Gamliel said: I see as correct the statement of Admon.

103 GEMARA: With regard to Admon's statement: Because I am a male will I lose out, the Gemara asks: What is he saying? What is the significance of the fact that one is male? Abaye said that this is what he is saying: Because I am a male and, unlike women, I am fit to engage in Torah study, should I lose out?

104 Rava said to him: Is that to say that it is one who is engaged in Torah study who inherits, whereas one who is not engaged in Torah study does not inherit? What does the study of Torah have to do

with the matter at hand? Rather, Rava said that this is what Admon is saying: Because I am a male, who has a greater right to the property by Torah law, and therefore it is fitting for me to inherit when the estate is large, will I now lose out entirely in a case of a small estate?

105 MISHNA: The mishna cites another case involving a dispute between Admon and the Rabbis. With regard to one who claims that another owes him jugs of oil, and the other admits to the claim of pitchers but not the oil, Admon says: Since he made a partial admission to the claim, he takes an oath swearing that he owes only what he has admitted to and no more. And the Rabbis say: The partial admission in this case is not of the same type as the claim, as the claim specified oil and the admission referred to pitchers. Rabban Gamliel said: I see as correct the statement of Admon.

106 GEMARA: One can conclude from here that according to the opinion of the Rabbis, if one claimed that another owed him wheat and barley, and the other party partially admitted that the claim was true only with regard to the barley, he is exempt, just as he is exempt in this case when the claim was for jugs of oil and the admission referred only to jugs.

107 The Gemara suggests: Let us say that it is a conclusive refutation of the opinion that Rav Naḥman said that Shmuel said. As Rav Naḥman said that Shmuel said: If one claimed against another that he owed him wheat and barley, and the other admitted to owing one of the types, he is obligated to take an oath, as he partially admitted to the claim.

108 Rav Yehuda said that Rav said: The mishna is not referring to a case where one claimed that another owed him oil and pitchers. Rather, he claimed that another owed him a certain measure of oil, i.e., an amount of oil that would fill a certain number of jugs, while he did not claim the jugs at all. Consequently, the admission was not of the same type as the claim at all. The Gemara asks: If so, what is the rationale for the ruling of Admon that he must take an oath? Clearly, the admission and the claim do not refer to the same objects.

109 Rather, Rava said: Everyone agrees that in a case where he said to him: I have ten jugfuls of oil in your pit, he is claiming oil from him and he is not claiming pitchers from him at all. In this case, it is clear that admitting to owing pitchers is not a partial admission whatsoever that would lead to an obligation to take an oath. Similarly, if he said to him: I have ten full jugs of oil with you, he is claiming from him both oil and pitchers, and therefore if the other party concedes to owing pitchers, this is a partial admission to the claim and everyone agrees that he must take an oath.

110 When they disagree in the mishna is in a case where he said to him simply: I have ten jugs of oil with you. Admon says: This expression includes a reference to the pitchers, while the Rabbis hold that this expression does not include a reference to the pitchers.

111 The Gemara infers: Rather, the reason for the ruling of the Rabbis is specifically that the expression does not include a reference to pitchers, which indicates that if the expression includes a reference to pitchers, one is obligated to take an oath. If so, let us say that this is a conclusive refutation of the opinion of Rabbi Ḥiyya bar Abba. As Rabbi Ḥiyya bar Abba said: If one claimed against another that he owed him wheat and barley, and the other admitted to one of the types, he is exempt from an oath.

112 Rav Shimi bar Ashi said: The case of the mishna is not similar to that of wheat and barley, as those two types are not connected to one another. Rather, the case of jugs of oil is more like that of one who claimed that the other owed him a pomegranate in its peel, as the jugs are as necessary for

the oil as the peel of a pomegranate protecting its fruit. Ravina strongly objects to this: The comparison between these cases does not bear close scrutiny. A pomegranate without its peel cannot be preserved, and therefore it is obvious that when one claims a pomegranate, he must be referring to the peel as well. By contrast, oil can be preserved without the pitchers, as it can be placed in another receptacle.

[113] Rather, here we are dealing with a case where one said to another: I have ten jugs of oil with you, and the other said to him: With regard to the oil, these matters never occurred; I never borrowed oil from you. Concerning the pitchers as well, you do have five of them with me and these I admit I took from you, but you do not have the other five you claim.

[114] Admon says: This expression includes a reference to pitchers, and since he takes an oath about the pitchers, as he partially admitted to owing them, he takes an oath about the oil as well, by means of an extension of the first oath. And the Rabbis hold that this expression does not include a reference to the pitchers, and therefore that which the first person claimed from him the second person did not admit to at all, and that which the second person admitted to, the first person had not claimed from him. The second individual denied owing any oil, and as for his partial admission with regard to the pitchers, there was no claim about pitchers at all. Consequently, no oath is required whatsoever.

[115] MISHNA: The mishna states another case involving a ruling of Admon. With regard to one who promises and apportions money for his son-in-law as a dowry, and he went bankrupt, and he now claims that he does not have the money to fulfill his financial obligations,

[116] the betrothed woman can be left to sit unwed in her father’s house until her head turns white. If the groom does not wish to marry without a dowry he cannot be forced to do so, as the father failed to fulfill his promise. Admon says that she can say: Had I apportioned the money myself and broken my promise, I would agree to sit until my head turns white. However, now that my father was the one who apportioned the dowry, what can I do? Either marry me or release me by a bill of divorce. Rabban Gamliel said: I see as correct the statement of Admon.

[117] GEMARA: The mishna is not in accordance with the opinion of this tanna, as it is taught in the Tosefta (13:1) that Rabbi Yosei, son of Rabbi Yehuda, said: Admon and the Rabbis did not disagree with regard to one who promises and apportions money for his son-in-law as a dowry and subsequently went bankrupt, that the betrothed woman can say: My father apportioned money for me; what can I do?

[118] With regard to what did they disagree? It is with regard to a case where she apportioned money for herself, as the Rabbis say: Let her sit until her head turns white, as she did not fulfill her promise. However, Admon says that she can say: I thought that my father would give the money for me, and now that my father is not giving the money for me, what can I do? Either marry me or release me. And it is with regard to this case that Rabban Gamliel said: I see as correct the statement of Admon, as the betrothed woman has no money of her own, and she was clearly relying on her father to provide the dowry.

[119] § It is taught: In what case is this statement said? It is said in the case of an adult woman. However, with regard to a minor girl, the court compels payment. The Gemara asks: Whom do they compel? If we say that they coerce the father to pay, the tanna should have stated the opposite. It is more reasonable to suggest that the father is compelled to pay when an adult woman promises the money, as the promises of an adult are legally valid, whereas a minor is not legally competent and

therefore her promises are of no consequence. Rather, Rava said: In the case of a minor, the court compels the groom either to give her a bill of divorce or to marry her.

[120] § Rabbi Yitzḥak ben Elazar said in the name of Ḥizkiyya: Anywhere it is recorded that Rabban Gamliel said: I see as correct the statement of Admon, the halakha is in accordance with his opinion. Rava said to Rav Naḥman: Does this halakhic principle apply even when the debate between Admon and the Rabbis is recorded in a baraita? Rav Naḥman said to him: Did we say: Anywhere it is recorded in the Mishna? We said: Anywhere it is recorded that Rabban Gamliel said, which means even in a baraita.

[121] Rabbi Zeira said that Rabba bar Yirmeya said: With regard to the two statements that Ḥanan said, the halakha is in accordance with he who ruled similarly to him, i.e., Rabban Yoḥanan ben Zakkai (see 107b); however, with regard to the seven statements that Admon said, the halakha is not in accordance with he who ruled similarly to him, i.e., Rabban Gamliel. The Gemara asks: What is he saying? What does this ruling mean?

[122] If we say that this is what he is saying: With regard to the two statements that Ḥanan said, the halakha is in accordance with his opinion and in accordance with he who ruled similarly to him, and with regard to the seven statements that Admon said, the halakha is not in accordance with his opinion and also not in accordance with he who ruled similarly to him, but didn’t Rabbi Yitzḥak ben Elazar say in the name of Ḥizkiyya: Anywhere it is recorded that Rabban Gamliel said: I see as correct the statement of Admon, the halakha is in accordance with his opinion.

[123] Rather, this is what Rabbi Zeira is saying: With regard to the two statements that Ḥanan said, the halakha is in accordance with his opinion and is also in accordance with he who ruled similarly to him, i.e., Rabban Yoḥanan ben Zakkai. With regard to the seven statements that Admon said, the halakha is not only in accordance with the ruling of Rabban Gamliel, who ruled similarly to Admon in three of these cases. Rather, the halakha is in accordance with Admon’s ruling in all seven cases.

[124] The Gemara questions this interpretation: Didn’t Rabbi Yitzḥak ben Elazar say in the name of Ḥizkiyya: Anywhere it is recorded that Rabban Gamliel said: I see as correct the statement of Admon, the halakha is in accordance with his opinion? It may be inferred from here that in those cases concerning which Rabban Gamliel said his statement, yes, the halakha is in accordance with Admon’s ruling, but in those cases where Rabban Gamliel did not say his statement, no, the halakha is not in accordance with the opinion of Admon.

[125] Rather, this is what Rabbi Zeira is saying: With regard to the two statements that Ḥanan said, the halakha is in accordance with his opinion and is also in accordance with he who ruled similarly to him. With regard to the seven statements that Admon said, there are among these rulings those in which the halakha is in accordance with his opinion and in accordance with he who ruled similarly to him, and there are among these rulings those in which the halakha is not in accordance with his opinion but in accordance with he who ruled similarly to him.

[126] The Gemara explains the above statement. In other words, anywhere it is recorded that Rabban Gamliel said: I see as correct the statement of Admon, the halakha is in accordance with his opinion, whereas in those other cases, where Rabban Gamliel remained silent, indicating that he did not agree with him, the halakha is not in accordance with Admon.

[127] MISHNA: With regard to one who contests ownership of a field, claiming that a field under the control of someone else actually belongs to him, and the claimant himself is signed as a witness on the bill of sale to that other person, Admon says: His signature does not disprove his claim of ownership of the property, as it is possible that the claimant said to himself: The second person is easier for me, as I can reason with him, but the first owner, who sold the field to the current holder, is more difficult to deal with than him. The claimant might have been afraid to protest against the first one, who is perhaps violent, and therefore he was even willing to sign as a witness to transfer the field to the control of someone more amenable to his ensuing protest.

[128] And the Rabbis say: He has lost his right to contest ownership, as he signed a bill of sale that states that the field belongs to the present holder. If he established that field as a marker for another field, everyone agrees that he has lost his right. In other words, if the claimant wrote a document concerning another field and in that document he listed the first field as a boundary marker and described it as belonging to someone else, even Admon concedes that he has lost his right, as he had no reason to say it belonged to someone else other than his belief this was in fact the case.

[129] GEMARA: Abaye said: They taught this dispute only with regard to a witness who signed on a bill of sale. However, a judge who was contesting the ownership of a field and at the same time sat on a court that certified the bill of sale for that very tract of land has not lost his right. This is as Rabbi Ḥiyya taught: Witnesses do not sign a document unless they have read it, which means that a witness cannot reasonably claim that he is certifying only part of document; it is assumed that he read and is aware of everything it contains.

[130] However, judges do sign a document even though they have not read it, as they are merely certifying the signatures without relating to the content of the document at all.

[131] § The mishna taught that if someone established a field as a marker for another field, everyone agrees that he has lost his right to contest its ownership. Abaye said: They taught this only in a case where he stated this in a document unrelated to the field in question, which was written for another person. However, if he established it as a marker for himself, when he was buying a different field owned by the person who is in possession of the contested field, he has not lost his right.

[132] The reason is that the claimant can say: Had I not done this act of writing that the field belongs to him, he would not have sold me this other field. What have you to say against this argument? Will you say that I should have put out a notice and declared in the presence of witnesses that I am forced to write this way in the contract? I was concerned about doing this, as your friend has a friend and your friend’s friend has a friend. In other words, it is hard to keep an announcement of this kind secret, and ultimately my notice would have become public knowledge and would have reached the owner of the field himself, and he would have refused to sell me the other tract of land.

[133] § The Gemara relates: There was a certain individual who established a field as a marker for another field, with ownership of the first field ascribed to someone else. Later he contested the ownership of the first field, claiming it as his own, and he subsequently died. And prior to his death he had appointed a steward to manage the properties of his orphans. The steward came before Abaye. Abaye said to him: The deceased established the field as a marker for another, and therefore he has lost his right to contest ownership of the land.

[134] The steward said to Abaye: If the father of these orphans were alive he would have claimed and said: I established one furrow for you. In other words, the marker I established by means of this field

was not meant as a reference to the entire field but only to a furrow at the edge of the field. Abaye said to him: You have spoken well, as Rabbi Yoḥanan said: If he claimed and said: I established one furrow for you, he is deemed credible. Go and give him one furrow in any event, as you freely admit that at least one furrow belongs to the one currently in control of the property.

135 On that particular furrow there was a row of palm trees, which the steward did not want to lose. He said to Abaye: If the father of these orphans were alive he would have claimed and said: I did in fact sell the field to him, but I went back and bought it from him sometime later. Abaye said to him: You have spoken well, as Rabbi Yoḥanan said: If he claimed and said: I went back and bought it from him, he is deemed credible. After the steward won his suit in court, Abaye said: One who wants to appoint a steward should appoint someone like this person, who knows how to look out for the rights of the orphans and how to argue on their behalf.

136 MISHNA: With regard to one who went overseas and in the meantime the path leading to his field was lost, e.g., the path he used to reach his land was taken over by the owner of the field through which it passed, so that its exact position is now unknown, Admon says: Let him go to his field by the shortest possible route. And the Rabbis say: Let him buy himself a path from an owner of a neighboring field at whatever price he can, even if it is one hundred dinars [maneh], or let him fly through the air.

137 GEMARA: The Gemara asks: What is the reason for the opinion of the Rabbis that he is not automatically entitled to a path leading to his field? After all, Admon speaks well, as it was established that he owned a path beforehand. Rav Yehuda said that Rav said: The mishna is dealing with a case where the field was surrounded on four sides by the property of four different people. Each of the four properties adjoining his field belonged to a different person, each of whom denied that his path cut through his land. Since he is unable to prove his claim with regard to each one of them, he has no choice but to buy himself a new path. The Gemara asks: If so, what is the reason for the opinion of Admon?

138 Rava said: In a case where there are four owners of fields who come by virtue of four previous owners, and in a case where there are four owners who come by virtue of one previous owner of all four properties, everyone agrees that they may put off the claims of the owner of the field in the middle, as each can say: Your path did not cut through my property. When they disagree is in a case where there is one current owner of four fields who comes by virtue of four previous owners.

139 Rava elaborates: Admon holds that the claimant can say to the landowner: In any case, I have a path through your property. Although he cannot prove where the path ran, it was certainly within the perimeter of the landowner’s property that borders his own tract of land, and for this reason he selects the shortest route. And the Rabbis hold that the landowner can say to the man: If you will stay silent, then stay silent and we will compromise; and if not, I will return the document of each field to its previous owner and you will not be able to negotiate with them, as you do not know through which field your path passed.

140 § The Gemara relates: There was a certain man who said to his heirs, in his will: I am leaving a palm tree for my daughter. The orphans went and divided up the property and they did not give the daughter a palm tree at all. Rav Yosef thought to say that this is exactly like the case of the mishna, as each heir can say to her: The tree designated for you is not in my portion but in that of a different heir.

[141] Abaye said to him: Are the cases comparable? There, each and every one of the fields' owners can put him off, as in fact the path might not have passed through his property, whereas here, the palm tree is in their possession, i.e., they all share the obligation to give her a tree, and each is illegally holding on to a share of it. Abaye adds: What is their remedy? Let them give her a palm tree and go back and divide the inherited property once again from the outset. Since the palm tree will be taken from one of the shares, they must redistribute the estate afresh.

[142] The Gemara relates a similar story: There was a certain man who said to his heirs, in his will: I am leaving a palm tree for my daughter. He died and left behind two halves of palm trees, as there had been two trees he had shared with different business partners. The heirs wished to give the girl these two halves, despite the fact that tending to them would involve considerably more trouble than taking care of a single tree.

[143] Rav Ashi sat and posed a difficulty to the proposal of the heirs. Do people refer to two halves of a palm tree as a whole palm tree or not? If the statement of the dying father can reasonably be interpreted as referring to these two halves she is at a disadvantage, as the burden of proof rests upon the claimant. Alternatively, if this is an unreasonable explanation of his wishes, they must give her a whole tree. Which alternative is correct? Rav Mordekhai said to Rav Ashi: Avimi of Hagronya said as follows in the name of Rava: People do in fact refer to two halves of a palm tree as a whole palm tree. Consequently, the heirs may fulfill their father's dying wish by giving the girl the two halves they inherited.

[144] MISHNA: With regard to one who produces a promissory note against another, and this borrower produced a bill of sale dated after the promissory note that states that the lender sold him a field of his, Admon says that the borrower can say: Were I really indebted to you, you should have collected your loan when you sold me the field, and you would not have needed to sell it. And the Rabbis say: This is no proof, as it is possible that this lender was perspicacious, as he sold the borrower the land for a good reason, because now he can take the field as collateral from him in lieu of the outstanding loan.

[145] GEMARA: The Gemara asks: What is the rationale for the opinion of the Rabbis? After all, Admon is saying well. The Gemara explains: In a place where people first give money and only afterward they write the bill of sale, everyone agrees that the borrower can say to the lender: You should have collected your debt when you sold me the field, i.e., when you received money from me you should have said that it is not for the field but is repayment of the debt I owed you.

[146] When they disagree is with regard to a place where people first write out the bill of sale and only afterward they give money. Admon holds that the lender should have put out a preemptive declaration, i.e., he should have earlier told witnesses that he is selling the field only so it can be used as collateral, and this transaction should not be taken as an indication that the buyer is not indebted to him. And the Rabbis hold that the lender may argue: Your friend has a friend and your friend's friend has a friend, i.e., word of my intention to use the field as collateral would have come back to the borrower and he would not have agreed to the transaction, and that is why I did not issue any declaration.

[147] MISHNA: With regard to two people who each produced a promissory note of a monetary debt against the other, Admon says: The one holding the note with the later date can say to the first: If I owed you money, how is it that you are borrowing from me? You should have sued to collect your

debt. This is proof that your document is a forgery. And the Rabbis say: This one collects his promissory note, and that one collects his promissory note.

148 GEMARA: It was stated that amora’im disputed the case of two people who each produced a promissory note against the other for the same value. Rav Naḥman said: This one collects his debt and that one collects his debt. Rav Sheshet said: Why do I need to shift donkey packs [matrata] from one side to the other? Rather, as each will retain the same sum, let this one stand with his money and let that one stand with his money.

149 The Gemara analyses this dispute: Everyone agrees that if the field of one of the parties, which served as guarantee for the promissory note, was superior-quality land and the other person also had superior-quality land, or one had intermediate-quality land and the other had intermediate-quality land, or one had inferior-quality land and the other had inferior-quality land, this is certainly considered like shifting donkey packs, i.e., it is an exercise in futility, as there is no reason to exchange their money.

150 When they disagree is in a case where one has intermediate-quality land and the other one has inferior-quality land. Rav Naḥman holds that this one collects his debt and that one collects his debt, as he holds that one assesses the quality of land on the basis of his own fields, i.e., if the borrower has different types of land, then his best land is classified as superior-quality land, the next best is considered intermediate-quality land, and his worst fields are called inferior-quality land.

151 Consequently, the owner of inferior-quality land, Reuven, will come and collect his debt from the intermediate-quality land of his debtor, Shimon, in accordance with the halakha that a creditor collects payment from intermediate-quality land. Since Shimon does not have any land that is inferior, Reuven necessarily takes his debt from that land. However, at this stage the land Reuven took from Shimon is considered for him superior-quality land, as all of his other fields are of lower quality than the field he took. And therefore, that other creditor, Shimon, comes to collect his debt from Reuven, and takes from inferior-quality land, as the intermediate-quality land that Reuven took from Shimon is now, relative to Reuven’s other field, classified as superior-quality land. Consequently, each debtor will take different fields from the other, despite the fact that they owe the same sum.

152 And Rav Sheshet, who said: Why do I need to shift donkey packs, holds that the quality of the land is not assessed differently for each individual borrower. Rather, one assesses the quality of land on the basis of the lands of all people, i.e., there is a standard measure of land quality which applies to everyone. If so, then ultimately, when that second debtor, Shimon, comes to collect from Reuven he will take back his own intermediate-quality land, i.e., the field that Reuven took from him only a short while earlier. Consequently, no purpose is served by going through this process.

153 The Gemara asks: And according to the opinion of Rav Naḥman, what did you see that led you to establish that the owner of inferior-quality land will come and collect his debt first, as described above? Let the owner of intermediate-quality land come first and collect inferior-quality land from the other party, as that is all he possesses. In this scenario, the intermediate-quality land in the possession of the one who collected his debt will be classified as high quality, while his inferior-quality field will be considered of intermediate quality. And therefore let the other return and collect the same portion of land that he took from him. Once again, this is an apparently unnecessary exchange.

[154] The Gemara answers: No, it is necessary only in a case where the owner of the low-quality land happened to precede the other and claim from him first. The Gemara raises a difficulty: Ultimately, when they come to collect their respective debts, they come together, which means that they will pass the same portion of land back and forth.

[155] Rather, the Gemara provides an alternative explanation: No, this dispute is necessary in a case where one has superior-quality land and intermediate-quality land, and the other one has only inferior-quality land. One Sage, Rav Naḥman, holds that one assesses the quality of land on the basis of his own fields. Consequently, the owner of the low-quality land stands to gain, as he collects intermediate-quality land from the other and pays low-quality land in return, regardless of the order of the claims. And one Sage, Rav Sheshet, holds that the court appraises the quality of land on the basis of the lands of all people, which means that they will be trading the same plot of land back and forth.

[156] We learned in the mishna: And the Rabbis say: This one collects his promissory note and that one collects his promissory note. This ruling apparently contradicts the opinion of Rav Sheshet. Rav Naḥman himself interpreted the mishna in accordance with the opinion of Rav Sheshet: This is referring to a situation, for example, where this one borrowed for a period of ten years and that one borrowed for five years. In this case it makes sense to say that each collects as stated in the promissory note in his possession.

[157] The Gemara asks: What are the circumstances of this case? If we say that the first one borrowed for ten years and the second for five, is this the case in which Admon would say: If I owed you money, how is it that you are borrowing from me? After all, the due date has not yet arrived for the second person to pay his debt. Perhaps the other creditor needs money to sustain himself for the next five years. Rather, the first one borrowed for five years and the second for ten years.

[158] The Gemara continues to inquire: What are the circumstances? If this is referring to a case where the due date of the first promissory note had already arrived when the second loan was issued, what is the rationale for the ruling of the Rabbis? The second person should not have borrowed money from the first, as he should have instead collected payment on the debt owed to him. And if the due date had not yet arrived, the second person clearly cannot demand his money, as the due date had not yet arrived, and perhaps he simply was in need of available money. And if so, what is the rationale for the opinion of Admon?

[159] The Gemara answers: No, it is necessary in a case where he came on exactly that day when the five years of the first loan were completed. The dispute is as follows: One Sage, the Rabbis, holds that a person will take out a loan even for one day, and one Sage, Admon, holds that a person will not take out a loan for one day, and therefore he would have waited one day to receive payment of the debt owed to him.

[160] Rami bar Ḥama stated a different answer: Here we are dealing with orphans, i.e., one of the debtors died without leaving any landed properties, as orphans collect debts owed to their father but others do not collect from them the debts their father owed. Consequently, the statement of the Rabbis that each collects based on the document in his possession has practical ramifications. The Gemara asks: But the mishna teaches that this one collects his promissory note and that one collects his promissory note, whereas according to this interpretation only the orphans collect the debts they

are owed. The Gemara answers: The mishna means that this one collects, and that one has the potential to collect but he does not have any land from which he may legally collect his debt.

161 Rava said: There are two responses to this explanation. One is that the mishna teaches that this one collects his promissory note and that one collects his promissory note, which indicates that each actually collects what is owed to him, not that one is entitled to collect it but may not do so in practice. And furthermore, let him give land to the orphans and return and collect it from them, in accordance with the opinion of Rav Naḥman. As Rav Naḥman said that Rabba bar Avuh said: With regard to orphans who collected land in payment of their father's debt, a creditor may come back and collect it from them. The Gemara comments: This does pose a difficulty for the explanation of Rami bar Ḥama.

162 § The Gemara asks: And let us establish the mishna as referring to a case where the orphans have inferior-quality land, and he himself, the other creditor, has both superior-quality land and intermediate-quality land. In this scenario the orphans go and collect intermediate-quality land from him, while they give him inferior-quality land in payment of the debt owed to him by their father. The reason is that even if the halakha is that one assesses the quality of land on the basis of the lands of all people, and therefore the other creditor should be able to collect intermediate-quality land from the orphans, there is a principle that one collects a debt from the property of orphans only from inferior-quality land.

163 The Gemara answers: This applies only to a case where the lender has not as yet seized any land from the orphans in payment of his debt. However, where he has seized intermediate-quality land, he has seized that land. Since he is already in possession of a field, it is not taken from him. In these circumstances there is no significance to each party collecting from the other.

164 MISHNA: Eretz Yisrael is divided into three separate lands with regard to marriage: Judea, Transjordan, and the Galilee. If a man marries a woman in one of these lands he may not remove her from one town to another town in another of these lands or from one city to another city, i.e., he cannot compel her to move to another land. However, in the same land one may remove her from one town to another town or from one city to another city.

165 However, even within the same land one may not force his wife to move from a town to a city, nor from a city to a town.

166 The mishna adds: One may remove his wife from a noxious residence to a pleasant residence, even if it is in another land. However, one may not compel his wife to move from a pleasant residence to a noxious residence. Rabban Shimon ben Gamliel says: One may also not remove her from a noxious residence to a pleasant residence, because a pleasant residence tests the individual, i.e., one accustomed to certain environments can suffer even in more comfortable living quarters.

167 GEMARA: With regard to the statement in the mishna that one may not force one's spouse to move from a city to a town or from a town to a city, the Gemara asks: Granted, one may not remove her from a city to a town, as all items are readily available in a city, whereas in a town all items are not as available, and therefore the wife can argue that living in a town is inconvenient for her. However, what is the reason that the husband cannot compel her to move from a town to the city?

168 The Gemara answers: This supports the opinion of Rabbi Yosei bar Ḥanina, as Rabbi Yosei bar Ḥanina said: From where is it derived that dwelling in cities is difficult? As it is stated: "And the

people blessed all the men who willingly offered themselves to dwell in Jerusalem” (Nehemiah 11:2). This shows that living in a city is difficult, due to the noise and the general hubbub of an urban area.

169 § The mishna taught: Rabban Shimon ben Gamliel says that a pleasant residence tests the individual. The Gemara asks: What is the meaning of the term tests in this context? The Gemara explains: This is in accordance with the opinion of Shmuel, as Shmuel said: A change in one’s eating habits [veset] or in one’s place of residence is the start of intestinal disease. Similarly, it is written in Sefer Ben Sira: All the days of the poor are terrible. And yet there are Shabbatot and Festivals, when even the poor eat well. Once again, the Gemara answers: This is in accordance with the opinion of Shmuel, as Shmuel said: A change in one’s eating habits or in one’s place of residence is the start of intestinal disease, and as a result the poor suffer even from a change for the better.

170 Since the Gemara quoted from Sefer Ben Sira, it cites the rest of the passage concerning the terrible days of the poor. Ben Sira says: Even the nights of the poor are bad. His roof is at the low point of the roofs, i.e., his residence is at the lowest point in the city, and his vineyard is at the mountain peaks, at the highest point of the slope, which means that the rain of roofs washes down to his roof, and the soil of his vineyard to other vineyards, i.e., the rain washes away the soil in his vineyard and carries it away to the vineyards below.

171 MISHNA: All may force their family to ascend to Eretz Yisrael, i.e., one may compel his family and household to immigrate to Eretz Yisrael, but all may not remove others from Eretz Yisrael, as one may not coerce one’s family to leave. Likewise, all may force their family to ascend to Jerusalem, and all may not, i.e., no one may, remove them from Jerusalem. Both men and women may force the other spouse to immigrate to Eretz Yisrael or to move to Jerusalem.

172 The mishna lists other halakhic distinctions between various geographic locations: If one married a woman in Eretz Yisrael and divorced her in Eretz Yisrael, and the currency of the sum in the marriage contract was not specified, he gives her the sum of her marriage contract in the currency of Eretz Yisrael. If one married a woman in Eretz Yisrael and divorced her in Cappadocia, where the currency holds greater value, he gives her the currency of Eretz Yisrael. If one married a woman in Cappadocia and divorced her in Eretz Yisrael, he likewise gives her the currency of Eretz Yisrael. Rabban Shimon ben Gamliel says: He gives her the currency of Cappadocia. Everyone agrees that if one married a woman in Cappadocia and divorced her in Cappadocia, he gives her the currency of Cappadocia.

173 GEMARA: The mishna stated: All can force the members of their family to ascend. The Gemara asks: This inclusive phrase serves to include what case? The Gemara answers: It comes to include slaves, i.e., Hebrew slaves as well may be coerced to immigrate to Eretz Yisrael with their master’s family against their will.

174 The Gemara asks: And according to the one whose text of the mishna expressly teaches the case of slaves, this phrase comes to include what case? As stated later in the Gemara, there are some editions of the mishna that state that this halakha applies equally to men, women, and slaves. The Gemara answers: It comes to include one who moves from a pleasant residence to a noxious residence, i.e., one may coerce his family to ascend to Eretz Yisrael even from a good residence abroad to an inferior one in Eretz Yisrael.

[175] § The mishna further taught: But all may not remove others. Once again the Gemara asks: This phrase comes to include what case? The Gemara answers: It comes to include a Canaanite slave who ran away from his master and came from outside Eretz Yisrael to Eretz Yisrael, as we say to the master: Sell your slave here, in Eretz Yisrael, and then you may go and return abroad, but you may not take the slave abroad with you, due to the mitzva of settling Eretz Yisrael.

[176] § The mishna taught: All may force others to ascend to Jerusalem. The Gemara asks once again: This phrase comes to include what case? The Gemara answers: It comes to include a move from a pleasant residence elsewhere in Eretz Yisrael to a noxious residence in Jerusalem.

[177] § The mishna taught: And all may not remove them from Jerusalem. The Gemara asks: This phrase comes to include what case? The Gemara answers: It comes to include even a move from a noxious residence to a pleasant residence. The Gemara adds: And since the tanna of the mishna taught: But one may not remove, in the first clause, he also taught: But one may not remove, in the latter clause, despite the fact that this halakha could have been inferred from the first clause.

[178] § The Sages taught: If the husband says that he wishes to ascend, i.e., to immigrate to Eretz Yisrael, and his wife says that she does not wish to ascend, one forces her to ascend. And if she will not do so, as she resists all attempts to force her to make the move, she is divorced without receiving her marriage contract, i.e., she forfeits her rights to the benefits outlined in the marriage contract. If she says that she wishes to ascend to Eretz Yisrael and he says that he does not wish to ascend, one forces him to ascend. And if he does not wish to immigrate, he must divorce her and give her the marriage contract.

[179] If she says that she wishes to leave Eretz Yisrael, and he says that he does not wish to leave, one forces her not to leave. And if she does not wish to stay in Eretz Yisrael and resists all attempts to force her to stay, she is divorced without receiving her marriage contract. If he says that he wishes to leave Eretz Yisrael and she says that she does not wish to leave, one forces him not to leave. And if he does not wish to stay in Eretz Yisrael, he must divorce her and give her the marriage contract.

[180] § The mishna taught that if one married a woman in Eretz Yisrael and divorced her in Cappadocia, he must pay her the marriage contract in the currency of Eretz Yisrael. The same is true if he married her in Cappadocia and divorced her in Eretz Yisrael. The Gemara asks: This matter itself is difficult, i.e., there is an internal contradiction in the rulings provided by the mishna.

[181] The Gemara elaborates: The mishna first teaches that if one married a woman in Eretz Yisrael and divorced her in Cappadocia, he gives her the currency of Eretz Yisrael. Apparently, one follows the customs of the place of the lien, i.e., he pays with the currency of the location of the wedding, where the obligation came into force. Now, say the latter clause of the mishna: If one married a woman in Cappadocia and divorced her in Eretz Yisrael, he likewise gives her currency of Eretz Yisrael. Apparently, one follows the place of the collection of the money.

[182] Rabba said: The Sages taught here one of the leniencies that apply to a marriage contract. The leniency is that the husband pays with the less valuable currency of Eretz Yisrael in both cases, whether the wedding or the divorce occurred there. This is because the tanna of this mishna holds that a marriage contract applies by rabbinic law.

[183] § The mishna taught that Rabban Shimon ben Gamliel says that if one married a woman in Cappadocia and divorced her in Eretz Yisrael, he pays her the marriage contract in the currency of

Cappadocia. The Gemara explains that Rabban Shimon ben Gamliel holds that a marriage contract applies by Torah law, which means that its debt must be paid according to its highest possible value. Consequently, one follows the place in which the obligation was formed, which is the halakha for all deeds and contracts, and there is no room for leniency in this matter.

184 § The Sages taught: With regard to one who produces a promissory note against another, if Babylonia is written in it, he pays it with the currency of Babylonia; if Eretz Yisrael is written in it, he pays it with currency of Eretz Yisrael. In a case where it is written without specification as to where the document was written, if he produced it in Babylonia he pays it with the currency of Babylonia and if he produced it in Eretz Yisrael he pays it with currency of Eretz Yisrael. If the note mentions money without specification of what type of coins are to be used, the borrower may pay it with any type of coin he likes, even the smallest denomination available. However, this is not the case with regard to a marriage contract.

185 The Gemara asks: With regard to this last statement, that this is not the case with regard to a marriage contract: To which part of the baraita is this referring? Rav Mesharshiyya said: It is referring back to the first clause, that if the promissory note mentions Babylonia one pays with Babylonian currency. This indicates that one invariably pays based on the place where the document was written. The tanna adds that this principle does not apply to a marriage contract, as one pays based on the place where a marriage contract was written only if this would lead to a leniency, as explained above (Rid). This ruling comes to exclude the opinion of Rabban Shimon ben Gamliel, who said that that a marriage contract applies by Torah law and must always be paid in the currency of the place in which the obligation was first formed.

186 § The Gemara continues to analyze the baraita, which teaches: If the note mentions money [kesef ] without specification, the borrower may pay it with any type of coin he likes. The Gemara asks: But can’t one say that perhaps the document was not speaking of coins but of silver [kesef ] strips? Rabbi Elazar said: The baraita is referring to a case in which it is written in the document: Coins, although it does not specify which ones. The Gemara further asks: And can’t one say that one may pay off the debt with perutot, a small denomination? Rav Pappa said: People do not ordinarily mint perutot of silver, as they reserve silver for larger denominations.

187 § In relation to the basic point raised by the mishna concerning living in Eretz Yisrael, the Sages taught: A person should always reside in Eretz Yisrael, even in a city that is mostly populated by gentiles, and he should not reside outside of Eretz Yisrael, even in a city that is mostly populated by Jews. The reason is that anyone who resides in Eretz Yisrael is considered as one who has a God, and anyone who resides outside of Eretz Yisrael is considered as one who does not have a God. As it is stated: “To give to you the land of Canaan, to be your God” (Leviticus 25:38).

188 The Gemara expresses surprise: And can it really be said that anyone who resides outside of Eretz Yisrael has no God? Rather, this comes to tell you that anyone who resides outside of Eretz Yisrael is considered as though he is engaged in idol worship. And so it says with regard to David: “For they have driven me out this day that I should not cleave to the inheritance of the Lord, saying: Go, serve other gods” (I Samuel 26:19). But who said to David: Go, serve other gods? Rather, this comes to tell you that anyone who resides outside of Eretz Yisrael is considered as though he is engaged in idol worship.

189 § The Gemara relates: Rabbi Zeira was avoiding being seen by his teacher, Rav Yehuda, as Rabbi Zeira sought to ascend to Eretz Yisrael and his teacher disapproved. As Rav Yehuda said: Anyone who ascends from Babylonia to Eretz Yisrael transgresses a positive mitzva, as it is stated:

190 “They shall be taken to Babylonia and there they shall remain until the day that I recall them, said the Lord” (Jeremiah 27:22). Based on that verse, Rav Yehuda held that since the Babylonian exile was imposed by divine decree, permission to leave Babylonia for Eretz Yisrael could be granted only by God. The Gemara asks: And how does Rabbi Zeira interpret that verse? The Gemara answers that Rabbi Zeira maintains that that verse is written about the Temple service vessels, and it does not refer to the Jewish people, as the previous verse states: “Thus says the Lord of Hosts, the God of Israel, concerning the vessels that remain in the house of the Lord” (Jeremiah 27:21). Consequently, Rabbi Zeira sought to ascend to Eretz Yisrael.

191 The Gemara asks: And how does Rav Yehuda respond to this argument? The verse is clearly referring to the Temple vessels, not to the people. The Gemara answers that another verse is written: “I adjure you, O daughters of Jerusalem, by the gazelles and by the hinds of the field, that you not awaken or stir up love, until it please” (Song of Songs 2:7). Rabbi Yehuda derived from here that no act of redemption should be performed until a time arrives when it pleases God to bring about the redemption.

192 And Rabbi Zeira maintains that the oath mentioned in that verse means that the Jews should not ascend to Eretz Yisrael as a wall, i.e., en masse, whereas individuals may immigrate as they wish. The Gemara asks: And what does Rav Yehuda reply to this? The Gemara answers that this command is derived from another verse in which “I adjure you” (Song of Songs 3:5) is written.

193 The Gemara asks: And how does Rabbi Zeira explain the repetition of this oath in these verses? The Gemara explains: That verse is necessary for that which was taught by Rabbi Yosei, son of Rabbi Ḥanina, who said: Why are these three oaths (Song of Songs 2:7, 3:5, 8:4) needed? One, so that the Jews should not ascend to Eretz Yisrael as a wall, but little by little. And another one, that the Holy One, Blessed be He, adjured the Jews that they should not rebel against the rule of the nations of the world. And the last one is that the Holy One, Blessed be He, adjured the nations of the world that they should not subjugate the Jews excessively.

194 And how does Rav Yehuda respond? It is written: “That you not awaken or stir up love” (Song of Songs 2:7), which serves to amplify and include a prohibition against Jews immigrating to Eretz Yisrael.

195 The Gemara asks: And how does Rabbi Zeira explain the extra emphasis of this phrase? The Gemara explains: He needs this phrase for that which was taught by Rabbi Levi, who said: These six oaths, i.e., the aforementioned three verses containing oaths, each of which contains the phrase “That you not awaken or stir up,” why are they necessary? Three are those that we said and explained above. The other three oaths are as follows: That those who know should not reveal the end of days; and that they should not distance the end of days by saying that it is still distant; and that they should not reveal the secret of the Jews to the nations.

196 § The Gemara discusses a phrase in the verse cited above. “I adjure you, O daughters of Jerusalem, by the gazelles and by the hinds of the field” (Song of Songs 2:7). Rabbi Elazar said: The Holy One, Blessed be He, said to the Jewish people: If you fulfill the oath, it is good, and if not, I will abandon your flesh and all will devour you like the gazelles and like the hinds of the field.

197 Rabbi Elazar said: Anyone who resides in Eretz Yisrael dwells without transgression, as it is stated: “And the inhabitant shall not say: I am sick; the people that dwell there shall be forgiven their iniquity” (Isaiah 33:24). Rava said to Rav Ashi: We learned this promise with regard to those who suffer from sickness. The phrase “I am sick” indicates that they are the ones who are forgiven their sins.

198 Rav Anan said: Anyone who is buried in Eretz Yisrael is considered as though he is buried beneath the altar. It is stated here: “An altar of earth [adama] you shall make for Me” (Exodus 20:21), and it is stated there: “For He does avenge the blood of His servants, and renders vengeance to His adversaries, and atones for the land of [admato] His people” (Deuteronomy 32:43). This teaches that one who is buried in the earth of Eretz Yisrael is considered as though he is buried beneath the altar in the Temple.

199 § The Gemara relates: Ulla was accustomed to ascend to Eretz Yisrael from time to time. However, he died outside of Eretz Yisrael. They came and said to Rabbi Elazar that Ulla had passed away. He said: Woe for you Ulla, as through you a verse was fulfilled: “You shall die in an unclean land” (Amos 7:17). They said to him: But his coffin is coming for burial in Eretz Yisrael. He said to them: Even so, one who was absorbed by the soil of Eretz Yisrael while he was yet alive is not similar to one who was absorbed only after death.

200 The Gemara relates with regard to a certain man from Eretz Yisrael that a yevama, i.e., a woman whose childless husband died and left a surviving brother, happened before him, the surviving brother, for levirate marriage. This yevama was living in the district of Bei Ḥoza’a, far away in southeast Babylonia. The man came before Rabbi Ḥanina and said to him: What is the halakha as to whether I may descend to Babylonia to enter into levirate marriage with this woman?

201 Rabbi Ḥanina said to him: His brother married a Samaritan woman [kutit] and died. Rabbi Ḥanina described the man’s late brother in these terms because he had left Eretz Yisrael to marry, and for the same reason he called his wife a Samaritan. Blessed be the Omnipresent who killed him. And yet the brother wishes to follow in his footsteps and descend after him? Better that he stay in Eretz Yisrael.

202 § Rav Yehuda said that Shmuel said: Just as it is prohibited to leave Eretz Yisrael and go to Babylonia, so too, is it prohibited to leave Babylonia for any of the other lands. Rabba and Rav Yosef both say: Even to go from Pumbedita to Bei Kuvei, which is located beyond the border of Babylonia proper, is not permitted. The Gemara relates: A certain man left Pumbedita to live in Bei Kuvei, and Rav Yosef excommunicated him. A certain man left Pumbedita to live in Astonia, which also lay beyond the borders of Babylonia proper, and he died. Abaye said: Had this Torah scholar wanted, he would still be alive, as he could have stayed in Babylonia.

203 Rabba and Rav Yosef both say: With regard to the worthy of Babylonia, Eretz Yisrael absorbs them; with regard to the worthy of other lands, Babylonia absorbs them. The Gemara asks: With regard to what matter did they issue this statement? If we say that they were referring to matters of lineage, didn’t the Master say: Lineage of residents of all lands are muddled compared to that of Eretz Yisrael, and lineage of residents of Eretz Yisrael is muddled compared to that of Babylonia. This means that the lineage of Babylonians was purer than that of the residents of Eretz Yisrael. Rather, they taught this with regard to matters of burial, i.e., the worthy of Babylonia are buried in Eretz Yisrael.

[204] Rav Yehuda said: With regard to anyone who resides in Babylon, it is as though he is residing in Eretz Yisrael, as it is stated: “Ho Zion, escape, you who dwells with the daughter of Babylon” (Zechariah 2:11). This verse equates the two countries. Abaye said: We have a tradition that Babylonia will not see the pangs of the Messiah, i.e., it will be spared the suffering that will be prevalent at the time of his arrival. Abaye interpreted this statement in reference to the city of Hutzal deVinyamin in Babylonia, and as a result people call it Karna deShizavta, Horn of Salvation, as its residents will not endure the travails of the time of the Messiah.

[205] § Rabbi Elazar said: The dead of the lands outside of Eretz Yisrael will not come alive and be resurrected in the future, as it is stated: “And I will set glory [tzvi] in the land of the living” (Ezekiel 26:20). This teaches that with regard to a land which contains My desire [tzivyoni], its dead will come alive; however, with regard to a land which does not contain My desire, i.e., outside of Eretz Yisrael, its dead will not come alive.

[206] Rabbi Abba bar Memel raised an objection from a different verse: “Your dead shall live; my dead bodies shall arise” (Isaiah 26:19). What, is it not the case that the phrase “Your dead shall live” is referring to the dead of Eretz Yisrael, whereas the subsequent phrase “My dead bodies shall arise” is referring to the dead of the lands outside of Eretz Yisrael? And if so, what is the meaning of the verse “And I will set glory [tzvi] in the land of the living”? This verse is written with regard to Nebuchadnezzar, as the Merciful One states: I will bring upon you a king who is as swift as a deer [tzvi].

[207] Rabbi Elazar said to Rabbi Abba bar Memel: My teacher, I teach it from a different verse, as it is stated: “He gives breath to the people upon it, and spirit to they who walk there” (Isaiah 42:5). This indicates that the future resurrection is specifically for those who dwell in Eretz Yisrael. Rabbi Abba retorted: But isn’t it written: “My dead bodies shall arise”? How do you interpret this verse? Rabbi Elazar replied: That verse is not referring to those living outside Eretz Yisrael; rather, it is written with regard to stillborns, as they too will merit resurrection.

[208] The Gemara asks: And what does Rabbi Abba bar Memel do with this verse “He gives breath to the people upon it”? The Gemara answers: He requires that verse for that which was taught by Rabbi Abbahu. As Rabbi Abbahu said: Even a Canaanite maidservant in Eretz Yisrael is assured a place in the World-to-Come. It is written here: “To the people [la’am] upon it,” and it is written there: “Abide you here with [im] the donkey” (Genesis 22:5). This verse in Genesis is traditionally interpreted to mean: A people [am] that is similar to a donkey, from which it may be inferred that even the members of this people merit a share in the world to come.

[209] With regard to the aforementioned verse “And spirit to they who walk there” (Isaiah 42:5), Rabbi Yirmeya bar Abba said that Rabbi Yoḥanan said: Anyone who walks four cubits in Eretz Yisrael is assured of a place in the World-to-Come.

[210] The Gemara asks: And according to the opinion of Rabbi Elazar, will the righteous outside of Eretz Yisrael not come alive at the time of the resurrection of the dead? Rabbi Ile’a said: They will be resurrected by means of rolling, i.e., they will roll until they reach Eretz Yisrael, where they will be brought back to life. Rabbi Abba Salla Rava strongly objects to this: Rolling is an ordeal that entails suffering for the righteous. Abaye said: Tunnels are prepared for them in the ground, through which they pass to Eretz Yisrael.

211 § The verse states that Jacob commanded Joseph: “You shall carry me out of Egypt and bury me in their burying-place” (Genesis 47:30). Karna said: There are inner matters here, i.e., a secret meaning: Our Patriarch Jacob knew that he was completely righteous, and if the dead of the lands outside of Eretz Yisrael come alive, why did he trouble his sons to bring him to Eretz Yisrael? The reason is that he was concerned lest he not merit the tunnels.

212 On a similar note, you say: “And Joseph took an oath of the children of Israel, saying: God will surely remember you, and you shall carry up my bones from here” (Genesis 50:25). Rabbi Ḥanina said: There are inner matters here. Joseph knew concerning himself that he was completely righteous, and if the dead of the lands outside of Eretz Yisrael come alive, why did he trouble his brothers to carry his coffin four hundreds parasangs to Eretz Yisrael? The reason is that he was concerned lest he not merit the tunnels.

213 § Rabba’s brothers sent him a letter to Babylonia from Eretz Yisrael, in which they mentioned this idea that Jacob knew that he was completely righteous, as detailed above. They continued by writing that Ilfa adds matters to this statement: An incident occurred involving one who was suffering through his love for a certain woman he desired to marry, and he sought to descend from Eretz Yisrael. When he heard this idea concerning the tremendous significance of living in Eretz Yisrael, he suffered without leaving the country until the day he died.

214 Rabba’s brothers further wrote in their letter: And although you are a great Sage, one who studies by himself is not similar to one who studies from his teacher, and therefore you should come to Eretz Yisrael. And if you say that you do not have a teacher in Eretz Yisrael, in fact you do have a teacher. And who is he? He is Rabbi Yoḥanan.

215 And if you do not ascend to Eretz Yisrael, be careful in three matters: Do not sit excessively, as sitting is harmful with regard to hemorrhoids; do not stand excessively, as standing is harmful with regard to heart trouble; and do not walk excessively, as walking is harmful with regard to eye problems. Rather, divide your time: One-third for sitting, one-third for standing, and one-third for walking.

216 Rabba’s brothers offered him more advice in their letter: With regard to any sitting that is without support, i.e., an object on which to lean, standing is more comfortable than that position. The Gemara asks: Can it enter your mind that standing is better than sitting? Didn’t you say that standing is harmful with regard to heart trouble? Rather, with regard to sitting

217 without support, standing with a support, i.e. an object against which one can lean, is better than it.

218 And so too, the brothers said to Rabba: Yitzḥak, Shimon, and Oshaya all said the same statement: The halakha is in accordance with the opinion of Rabbi Yehuda with regard to female mules. As it is taught in a baraita that Rabbi Yehuda says: With regard to a female mule in heat, one may not mate a horse or a donkey with her, due to the prohibition against crossbreeding of livestock. Rather, one mates her with one of her kind, another mule.

219 Rav Naḥman bar Yitzḥak said, in explanation of this last statement of Rabba’s brothers: Yitzḥak is to be identified with Rabbi Yitzḥak Nappaḥa; Shimon is Rabbi Shimon ben Pazi. And some say that he is Reish Lakish, i.e., Rabbi Shimon ben Lakish. Oshaya is Rabbi Oshaya the Distinguished.

220 § Rabbi Elazar said: The common, uneducated people will not come alive in the future, as it is stated: “The dead live not” (Isaiah 26:14). In other words, those who were already considered dead in their lifetimes will not come back to life afterward either. This idea is also taught in a baraita: “The dead live not”; one might have thought that this is referring to everyone, i.e., none of the dead will live again. Therefore, the verse states: “The shades [refa’im] rise not” (Isaiah 26:14). This teaches that the verse is speaking of one who weakens [merapeh] himself from matters of Torah.

221 Rabbi Yoḥanan said to Rabbi Elazar: Their master, i.e. God, is not pleased that you say this of ordinary Jews. Rather, that verse is written about one who weakens himself and succumbs to idol worship. Those who commit this great sin do not merit to be resurrected in the future. Rabbi Elazar said to him: I teach it from a different verse, as it is written: “For Your dew is as the dew of light, and the earth shall bring to life the shades” (Isaiah 26:19). Rabbi Elazar explains: Anyone who uses the light of Torah, which is called the dew of light, the light of Torah will revive him; and anyone who does not use the light of Torah, the light of Torah will not revive him.

222 Since Rabbi Elazar saw that Rabbi Yoḥanan was grieved over the distress of common, uneducated people, he said to him: My teacher, I have found for them a remedy from the Torah so that they will merit life in the World-to-Come, as it states: “But You who cleave to the Lord your God, are alive every one of you this day” (Deuteronomy 4:4). But is it possible to cleave to the Divine Presence? Isn’t it written: For the Lord your God is a devouring fire” (Deuteronomy 4:24)?

223 Rather, this verse teaches that anyone who marries his daughter to a Torah scholar, and one who conducts business [perakmatya] on behalf of Torah scholars, by investing their money, and one who utilizes his wealth to benefit Torah scholars with his property in some other way, the verse ascribes him credit as though he is cleaving to the Divine Presence.

224 On a similar note, you say: The verse states: “To love the Lord your God, to hearken to His voice, and to cleave to Him” (Deuteronomy 30:20). But is it possible for a person to cleave to the Divine Presence? Rather, anyone who marries his daughter to a Torah scholar, and one who conducts business on behalf of Torah scholars, and one who utilizes his wealth to benefit Torah scholars with his property, the verse ascribes him credit as though he is cleaving to the Divine Presence.

225 § Rabbi Ḥiyya bar Yosef said: In the future, at the time of the resurrection of the dead, the righteous will burst forth and arise in Jerusalem, as it is stated: “And may they blossom out of the city like the grass of the earth” (Psalms 72:16), and the term “city” means nothing other than Jerusalem, as it is stated: “For I will defend this city” (II Kings 19:34).

226 And Rabbi Ḥiyya bar Yosef said: In the future the righteous will stand up from their graves in their clothes. This is derived by an a fortiori inference from the example of wheat: Just as wheat, which is buried naked, i.e., the seed alone is planted, and yet it emerges from the ground with several layers of garb, including straw and chaff, in the case of the righteous, who are buried fully clothed, all the more so do they come out of the ground properly dressed.

227 And Rabbi Ḥiyya bar Yosef further said: In the future Eretz Yisrael will produce cakes [geluskaot] and fine wool clothing [meilat] that will grow from the ground, as it is stated: “Let abundant [pissat] grain [bar] be in the land” (Psalms 72:16). The term pissat is interpreted in a similar manner to ketonet passim, Joseph’s valuable clothing of many colors, while bar can mean bread.

228 § The Sages taught the following with regard to the verse “Let abundant [pissat] grain be in the land upon the top of the mountains” (Psalms 72:16). They said: In the future, wheat will rise up, and grow tall like a palm tree, and ascend to the top of the mountains. And lest you say that if wheat will grow this tall its reaper will suffer discomfort, the same verse states: “May his fruit rustle like Lebanon.” The Holy One, Blessed be He, will bring a wind from His treasury and blow across, and this will thereby induce the flour to fall from the stalks of wheat, and a person will go out to the field and bring back a palmful [pissat] of flour, from which he will provide his livelihood and the livelihood of the members of his household.

229 It is stated: “With the kidney-fat of wheat” (Deuteronomy 32:14). The Sages said: In the future, each and every kernel of wheat will be as big as the two kidneys of the large ox. And do not be surprised that this is possible, as there was an incident involving a fox that nested inside a turnip, and they weighed this turnip, and they discovered that even discounting the space dug out by the fox, it still weighed sixty litra, as measured by the litra of Tzippori.

230 Similarly, it is taught in a baraita that Rav Yosef said: There was an incident which occurred in the village of Shiḥin, in Eretz Yisrael, involving one whose father had left him three branches of mustard, one of which broke. And they discovered on this one branch alone nine kav of mustard. And with the wood of its large branches they roofed a booth for artisans. Similarly, Rabbi Shimon ben Taḥlisa said: Father left us a cabbage stalk and we would go up and down on it with a ladder, due to its great height.

231 § It is stated: “And from the blood of the grape you drank foaming wine” (Deuteronomy 32:14). The Sages said: The World-to-Come is not like this world. In this world there is suffering involved in picking grapes and in pressing them. By contrast, in the World-to-Come one will bring one grape in a wagon or on a boat and set it down in a corner of his house and supply from it enough to fill about the amount of a large jug [pitus], and with its wood one will kindle a fire under a cooked dish. And every grape you have will produce no less than thirty full jugs of wine, each with the capacity of a se’a. As it is stated: “And from the blood of the grape you drank foaming wine [ḥamer].” Do not read this term as ḥamer; rather, read it as ḥomer, which is a measure equaling thirty se’a.

232 § When Rav Dimi came from Eretz Yisrael to Babylonia, he said: What is the meaning of that which is written: “Binding his foal to the vine” (Genesis 49:11), which is interpreted as a prophecy for the future? It means that every grapevine you have in Eretz Yisrael requires a foal to carry the load of its harvest. The verse continues: “And his donkey’s colt to the choice vine [soreka].” The Gemara explains: Every barren [serak] tree you have in Eretz Yisrael will produce sufficient fruit in the future to load upon two donkeys. And lest you say that these trees do not contain wine, the same verse states: “He washes his garments in wine.” And lest you say that the wine is not red, the verse states: “And from the blood of the grape you drank foaming wine” (Deuteronomy 32:14).

233 And lest you say that this wine does not inebriate those who drink it, the verse states: “And his vesture [suto] in the blood of grapes” (Genesis 49:11). This verse indicates that these wines will induce [mesit] a state of drunkenness. And lest you say that this wine has no flavor, the verse states: “His eyes shall be red [ḥakhlili] with wine” (Genesis 49:12). This unusual term is read homiletically as follows: Each palate [ḥeikh] that tastes it says: This is for me, for me [li li]. And lest you say that the wine is good for the young but it is not good for the old, the verse states: “And his teeth white

[leven shinayim] with milk” (Genesis 49:12). Do not read this expression as leven shinayim; rather, read it as leven shanim, one of years, i.e., an elderly person.

234 The Gemara asks: To what does the plain meaning of the aforementioned verse refer? When Rav Dimi came from Eretz Yisrael to Babylonia, he said: The congregation of Israel said before the Holy One, Blessed be He: Master of the Universe: Hint with Your eyes a love that is sweeter than wine, and show me Your teeth through a smile that is sweeter than milk.

235 The Gemara comments: This interpretation supports the opinion of Rabbi Yoḥanan. As Rabbi Yoḥanan said: One who whitens his teeth to his friend by smiling at him is better than one who gives him milk to drink, as it is stated: “And his teeth white [leven shinayim] with milk” (Genesis 49:12). Do not read this expression as leven shinayim; rather, read it as libbun shinayim, the whitening of teeth. Likewise, the phrase: With milk, can be read as: Than milk.

236 § The Gemara relates further stories concerning the great bounty of Eretz Yisrael. Rav Ḥiyya bar Adda was a school teacher of Reish Lakish. On one occasion, Rav Ḥiyya bar Adda was delayed for three days and did not come to teach the children. When he finally came, Reish Lakish said to him: Why were you delayed?

237 Rav Ḥiyya bar Adda said to him: Father left me one branch of a grape vine, and I harvested from it on the first day three hundred grape clusters, and each cluster yielded a quantity of wine enough to fill a jug. On the second day I harvested another three hundred grape clusters, and every two clusters yielded enough wine to fill a jug. On the third day I once again harvested three hundred grape clusters, and every three clusters yielded enough to fill a jug, and I declared ownerless more than half of it. Reish Lakish said to him: Had you not delayed and thereby disrupted the Torah study of children, each grape cluster would have produced more wine. Due to your cancellation of Torah study, each cluster yielded progressively less.

238 § Rami bar Yeḥezkel happened to come to Benei Berak. He saw those goats that were grazing beneath a fig tree, and there was honey oozing from the figs and milk dripping from the goats, and the two liquids were mixing together. He said: This is the meaning of the verse “A land flowing with milk and honey” (Exodus 3:8).

239 Rabbi Ya’akov ben Dostai said: There are three mil from Lud to Ono. Once I rose early in the morning and I walked in ankle-deep honey oozing from fig trees. Reish Lakish said: I myself saw a region called: The place flowing with milk and honey by Tzippori, and it was an area that covered sixteen by sixteen mil, 256 square mil. Rabba bar bar Ḥana said: I myself saw the region flowing with milk and honey of all Eretz Yisrael,

240 and it was the same in area as that which stretches from the city of Bei Mikhsei until the fortress of Tulbanki: Its length twenty-two parasangs and its width six parasangs, 132 square parasangs, which is 2,112 square mil.

241 § The Gemara relates that Rabbi Ḥelbo, Rabbi Avira, and Rabbi Yosei bar Ḥanina happened to come on one occasion to a certain place. The locals brought before these Sages a peach [afarseka] that was as large as a stewpot [ilpas] of Kefar Hino. The Gemara asks: And how big is a stewpot of Kefar Hino? The Gemara answers: It has a capacity of five se’a. They ate one-third of it, they declared ownerless one-third of it, and they placed before their animals one-third of it.

242 In the following year, Rabbi Elazar happened to come to that same place, and they brought a peach before him. He held it in his hand, as the peach was small enough for him to grasp in one hand, and he said, in reference to the change in size of the fruit from the previous year: “A fruitful land into a salt waste, from the wickedness of they who dwell there” (Psalms 107:34), i.e., their sins caused the drastic change in the yield of the produce.

243 § Once Rabbi Yehoshua ben Levi happened to come to Gavla, in the Golan, and he saw those clusters of vines that were standing as large as calves. He said to the locals: Calves are standing between the grapevines and you are not concerned that they will cause damage? They said to him: They are clusters. Rabbi Yehoshua ben Levi said: O earth, O earth! Gather in your fruit. For whom do you produce your fruit? For these gentiles who stand over us in our sins? It would be preferable if you did not produce such large fruit.

244 The following year, Rabbi Ḥiyya happened to come to that same place, and he saw clusters that were standing as large as goats. He said: Goats are standing between the grapevines. They said to him: Go away; do not do to us what your colleague has done. Rabbi Yehoshua ben Levi’s curse was already fulfilled, as the fruit had shrunk from the previous year.

245 § The Sages taught: In years of blessings of Eretz Yisrael, an area of land measuring one beit se’a produces fifty thousand kor. By way of comparison, when Zoan, a fertile region in Egypt, was settled, one beit se’a there would produce only seventy kor. As it is taught in a baraita that Rabbi Meir said: I saw in the valley of Beit She’an that one beit se’a produced seventy kor, which teaches that the soil of a good-quality and irrigated stretch of land outside the borders of Eretz Yisrael will naturally yield this quantity of produce.

246 And you have no more outstanding earth among all the lands other than the land of Egypt, as it is stated: “Like the garden of the Lord, like the land of Egypt” (Genesis 13:10). And you have no more outstanding region in all of the land of Egypt than Zoan. The superior quality of Zoan is derived from the fact that they would raise kings there, as it is written: “For his princes are at Zoan” (Isaiah 30:4). And you have no rockier terrain in all of Eretz Yisrael than Hebron, as people would bury their dead there, e.g., the Patriarchs in the Cave of Machpelah, because the land was not arable.

247 And even so, Hebron was more developed, i.e., more fertile, than Zoan by sevenfold, as it is written: “Now Hebron was built [nivneta] seven years before Zoan in Egypt” (Numbers 13:22). What is the meaning of the term: Nivneta, in this verse? If we say it means literally that Hebron was built before Zoan, would a person build a house for his younger son before building one for his older son? As it is stated: “And the sons of Ham: Cush, and Mizraim, and Put, and Canaan” (Genesis 10:6), which indicates that Egypt, Mizraim, was older than Canaan, in whose territory Hebron was located.

248 Rather, the meaning of the verse is that Hebron was more developed and more fertile than Zoan by sevenfold, which means that Hebron produced 490 kor, seven times more than the seventy kor of regular fertile land, as stated above. And this applies only to the rocky terrain of Eretz Yisrael, e.g., Hebron, whereas those parts of Eretz Yisrael that were not rocky produced even more, up to five hundred kor.

249 And this applies only to a year when Eretz Yisrael is not blessed. However, with regard to a year when it was blessed, it is written: “And Isaac sowed in that land, and found in the same year a hundredfold” (Genesis 26:12). Isaac’s field produced one hundred times the normal yield, which according to the above calculations is fifty thousand kor, as stated in the baraita.

250 § It is taught in a baraita that Rabbi Yosei said: A se’a of wheat in Judea would produce five se’a. How so? It would yield a se’a of flour; a se’a of fine flour; a se’a of bran fiber, from the outer layer of the grain; a se’a of coarse bran, i.e., flour mixed with bran fiber; and a se’a of cibarium [kiburaya], inferior flour. A certain Sadducee said to Rabbi Ḥanina: You have done well in praising your land; my father left me one beit se’a of land in Eretz Yisrael and from it I am able to produce oil, from it I produce wine, from it I grow produce, from it I grow legumes, and with it I provide pasture from which my sheep graze.

251 A certain Amorite once said to a resident of Eretz Yisrael: That palm tree which stands on the banks of the Jordan, how many dates are you able to pick from it? He said to him: Sixty kor. The Amorite said to him: You have not yet fully entered Eretz Yisrael and yet you have already succeeded in destroying it. We would pick off that tree 120 kor. The resident said to him: I too am speaking to you about only one side of the tree, as I have not yet picked the fruit off the other side.

252 § Rav Ḥisda said: What is the meaning of that which is written: “And give you a pleasant land, the goodliest [tzvi] heritage” (Jeremiah 3:19)? Why is Eretz Yisrael likened to a deer [tzvi]? This comparison comes to tell you that just as with regard to this deer, its skin cannot contain its meat once it has been skinned, so too, Eretz Yisrael cannot contain its fruit once it has been picked, due to the great quantity of the produce. Alternatively, just as this deer is swifter than all the other beasts, so too Eretz Yisrael is swifter to ripen its fruit than all the other countries.

253 The Gemara asks: If so, one can suggest the following comparison: Just as this deer is swift and its meat is not fatty, so too, Eretz Yisrael is swift to ripen its fruit but its fruit is not fat and juicy. The Gemara explains: For this reason the verse states: “Flowing with milk and honey” (Exodus 3:8), to say that its fruit is fat and juicier than milk and sweeter than honey.

254 § The Gemara relates that when Rabbi Elazar ascended to Eretz Yisrael he said: I have been spared one curse. When they ordained him and awarded him the title of Rabbi, he said: I have been spared two. When they appointed him to sit in the council of Sages who dealt with the intercalation of the calendar, he said: I have been spared three.

255 As it is stated: “And My hand shall be against the prophets that see vanity, and that divine lies; they shall not be in the council of My people, neither shall they be written in the register of the house of Israel, neither shall they enter into the land of Israel; and you shall know that I am the Lord God” (Ezekiel 13:9). “They shall not be in the council of My people,” this is referring to the council of the intercalation of the calendar; “neither shall they be written in the register of the house of Israel,” this is referring to ordination; “neither shall they enter into the land of Israel,” this is understood as per its plain meaning. Rabbi Elazar merited that these three curses were not fulfilled in him.

256 § When Rabbi Zeira ascended to Eretz Yisrael he could not find a ferry to cross the Jordan River. He took hold of a rope that was strung across as a makeshift bridge and crossed the Jordan. A certain Sadducee said to him: Hasty people who put your mouths before your ears, when you said at the time of the giving of the Torah: “We will do” before “we will hear” (Exodus 24:7), you remain hasty to this day. Why couldn’t you wait a little longer to cross the river on a ferry? Rabbi Zeira said to him: This is a place where Moses and Aaron did not merit entering; who is to say that I will merit seeing this land? I hurried across before anything might occur to prevent my entrance into Eretz Yisrael.

[257] § Rabbi Abba would kiss the rocks of Akko, which was on the coast of Eretz Yisrael. Rabbi Ḥanina would repair its stumbling blocks, i.e., any potholes in the land, so that travelers would not fall and consequently speak ill of Eretz Yisrael. Rabbi Ammi and Rabbi Asi

[258] would stand and pass from a sunny spot to a shady one, and from a shady spot to a sunny one, so that they would always sit in comfort and never have cause to remark that they were uncomfortable in Eretz Yisrael. Rabbi Ḥiyya bar Gamda would roll in the dust of the land, as it is stated: “For Your servants take pleasure in her stones, and love her dust” (Psalms 102:15).

[259] The Gemara continues to discuss the messianic age. Rabbi Zeira said that Rabbi Yirmeya bar Abba said: In the generation in which the son of David will come there will be indictments [kateigorya], i.e., denouncements and incitements against Torah scholars. When I said this before Shmuel he said: The generation will undergo refinement after refinement, i.e., several stages of cleansing, as it is stated: “And if there be a tenth in it, it shall again be eaten up” (Isaiah 6:13). Rav Yosef taught about the messianic era: Despoilers and despoilers of despoilers will plunder Eretz Yisrael at that time.

[260] Rav Ḥiyya bar Ashi said that Rav said: In the future all barren trees in Eretz Yisrael will bear fruit, as it is stated: “For the tree bears its fruit, the fig tree and the vine yield their strength” (Joel 2:22). This verse indicates that every tree, not just the fig and vine, will produce fruit.