

## IV.

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### BAVLI KETUBOT CHAPTER FOUR

### FOLIOS 41B-54B

#### 4:1

- A. A girl [twelve to twelve-and-a-half years of age] who was seduced –
- B. [the financial penalties] for her shame, damage, and fine belong to her father,
- C. and the [compensation for] pain in the case of a girl who was seized [Deu. 22:28] and raped, also belongs to the father].
- D. [If] she won in court before her father died, lo, they [the funds] belong to the father.
- E. [If] the father [then] died, lo, they belong to the brothers.
- F. [If] she did not suffice to win her case in court before the father died,
- G. lo, they are hers.
- H. [If] she won her case in court before she matured [at the age of twelve years and six months], lo, they belong to the father.
- I. [If] the father died, lo, they belong to the brothers.
- J. [If] she did not suffice to win her case in court before the father died,
- K. lo, they are hers.
- L. R. Simeon says, “If she did not succeed in collecting the funds before the father died, lo, they are hers.”
- M. [42A] [As to] the fruit of her labor and the things which she finds,
- N. even though she did not collect [her wages] –

- O. [if] the father died,
- P. lo, they belong to the brothers.

- I.1** A. [The financial penalties for her shame, damage, and fine belong to her father, and the compensation for pain in the case of a girl who was seized [(Deu. 22:28) and raped, also belongs to the father:] *What's the purpose of this formulation, since we have already learned as a Tannaite statement: The one who seduces a girl pays on three counts, and the one who rapes a girl pays on four: the one who seduces a girl pays for (1) the shame, (2) the damage, and (3) a fine, and the one who rapes a girl adds to these, for he in addition pays for (4) the pain [which he has inflicted] {M. 3:4A-D}?*
- B. *It was necessary to indicate that the compensation is assigned to the father.*
- C. *The fact that it is paid to the father is hardly surprising. If it were assigned to her, one could ask, why should the lover pay her, when he did it with her consent?*
- D. *It was necessary to cover the case in which [if] she won in court before her father died, lo, they [the funds] belong to the father, in line with the dispute of R. Simeon and rabbis.*

### **Free-Standing Analysis, Inserted because of the Utilization of Simeon's Statement in the Present Mishnah-Paragraph**

- I.2** A. *There we have learned in the Mishnah: "You raped, or seduced, my daughter" – and he says, "I did not rape, or, I did not seduce." "I impose an oath on you" – and he said, "Amen" – he is liable. R. Simeon declares him exempt, "since he does not pay a fine on the basis of his own testimony." They said to him, "Even though he does not pay a fine on the basis of his own testimony, he does pay for humiliation and damages on the basis of his own testimony" [M. Sheb. 5:4A-I].*
- B. *Abbaye asked Rabbah, "He who says to his fellow, 'You raped, or seduced, my daughter, and I called you to court, and you were declared liable to me to pay monetary compensation,' and the other says, 'I did not rape, nor did I seduce, nor did you call me to court, nor did I become obligated to you for a money payment,' and the accused first took an oath to that effect, but then conceded the claim – from the perspective of R. Simeon, what is the upshot? Since the man has been called to court, should we say that the compensation falls into the category of monetary compensation, and the other is obligated*

*on that account for an offering for having taken a false oath? Or perhaps, even though he was called to court, it remains in the classification of a fine?"*

- C. *He said to him, "The compensation falls into the category of monetary compensation, and the other is obligated on that account for an offering for having taken a false oath."*
- D. *He raised an objection to him on the strength of the following:* **R. Simeon says, "Might one suppose that liability extends to the following cases: 'You raped and seduced my daughter,' and he says, 'I did not rape and I did not seduce her' [M. [Sheb. 5:4A-B](#)], 'Your ox has killed my ox,' and he said, 'It did not do so,' 'Your ox has killed my bondman,' and he said, 'It did not kill him'; his slave said to him, 'You have knocked out my tooth, you have blinded my eye,' and he said, 'I did not knock out your tooth or blind your eye,' is it possible that he should be liable? Scripture says, 'By dealing deceitfully with his fellow in the matter of a deposit or a pledge or through robbery or by defrauding his fellow, or by finding something lost and lying about it, if he swears falsely regarding any one of the various things that one may do and sin thereby, when one has thus sinned and, realizing his guilt, would restore that which he got through robbery or fraud, or the deposit that was entrusted to him, or the lost thing that he found, or anything else about which he swore falsely' (Lev. 5:21). The indicative trait of these listed items is that none of them involve the imposition of fines, excluding then the cases at hand, which involve the payment of fines [M. [Sheb. 5:4F-G](#): R. Simeon declares him exempt, since he does not pay a fine on the basis of his own testimony"] [Sifra 67: Parashat Vayyiqra Dibura Dehobah Pereq 22. III.II.2]**
- E. **[42B]** *[The objection is now stated:] "Does this now not refer to a case in which the defendant had been tried and convicted?"*
- F. *"No, it refers to a case in which the defendant had not been tried and convicted."*
- G. *"Now lo, since the prior clause [of the same exposition] speaks of a case in which he has been tried and convicted, surely the latter clause likewise must speak of a case in which he has been tried and convicted. For in the first clause it is stated, Might one say [B.'s version: I only know] that what these several cases have in common as an indicative trait is that in all instances one has to repay the principal only. But how do we know that the law covers cases in which one has to repay not only the principal but*

double the principal or four or five times, or a penalty in addition, or the payment due for seduction or defamation? Scripture states as an inclusionary clause, “And commits a trespass against the Lord” [Sifra 67: Parashat Vayyiqra Dibura Dehobah Pereq 22. II.5]. Now how am I to imagine such a situation? If the accused has not yet been tried and convicted, then is there any issue affecting a double payment? So it is obvious that he has been tried and convicted. And since in this prior clause, the passage speaks of a case in which he has been tried and convicted, in the later clause of the same exposition, surely we should be dealing with a case in which the defendant has been tried and convicted!”

- H. *He said to him, “I could well have repeated for you that the opening clause deals with a case in which he was tried and convicted, and the latter speaks of a case in which he was tried and convicted, so that the entire formulation stands for the position of R. Simeon, but I don’t hand on to you such forced and convoluted explanations of matters. For, if I had done so, you could have said to me, ‘Then let the language of the initial statement include the formulation, R. Simeon says...!’ Or: ‘Let the language of the latter statement include the formation, ...the words of R. Simeon!’ But in point of fact, the whole of the passage speaks of a case in which the accused has been tried and convicted, and the opening clause stands for the position of rabbis, the concluding one, R. Simeon. But I have to agree with you in the matter of an offering in expiation of having taken the false oath, for it is the All-Merciful itself that has exempted him, as the language, ‘And he deal falsely’ (Lev. 5:21), has shown. But when I claimed that the compensation falls into the category of monetary compensation, it was only to bear the sense that the man had the right to leave the liability as an inheritance to his estate.”*  
[Slotki: In this respect only is it deemed to be civil if the father died after the action had been tried, though the collection of the sum had not yet been effected.]
- I. *[Abbaye] raised an objection to him on the strength of the following: **R. Simeon says, “If she did not succeed in collecting the funds before the father died, lo, they are hers.”***
- J. *[The objection is now stated:] “Now if you maintain that the compensation falls into the category of monetary compensation in the sense that the man had the right to leave the liability as an inheritance to his estate, then why should the compensation go to the girl herself? Shouldn’t it belong to the brothers [who inherit the father’s estate]?”*

- K. *Said Raba, "This very subject presented a problem to Rabbah and R. Joseph for a span of twenty-two years, and they could not solve it, until R. Joseph took his seat at the head [of the session] and solved it, in the following manner: That case is exceptional [from other fines], because Scripture has made it explicit, 'Then the man that lay with her shall give to the father of the girl fifty sheqels of silver' (Deu. 22:29), [which means:] the Torah has assigned ownership to the father only from the moment at which the money is given. And when Rabbah made the statement that the compensation falls into the category of monetary compensation, it was in the sense that only as to other fines does the man have the right to leave the liability as an inheritance to his estate."*
- L. *Then what about the following: With reference to a slave, in which instance it is written, "He shall give to their master thirty sheqels of silver" (Exo. 21:22), here, too, [may we say that] the Torah has assigned ownership to the master only from the moment at which the money is given?*
- M. *"...shall give" is different from "and he shall give."*
- N. *If it is the fact [that Deu. 22:29 yields the conclusion that fines of a rapist or seducer are of a different legal status from other fines in that they remain penal even after the offender has been tried (Slotki)], then the language, "And he deal falsely," is not what is required, but rather, "Then...shall give..." [Slotki: while the verse beginning, "And deal falsely" (Lev. 5:21), excludes only those liabilities that were originally penal but are not so now, after the court has issued its ruling; the text, "Then...shall give" (Deu. 22:29), deals specifically with the fines of a rapist or seducer, indicating that so long as these fines have not been collected, they remain penal even after the court has issued its ruling].*
- O. *Said Raba, "When the language, 'And he deal falsely,' is required, it is to cover a case such as one in which the girl's complaint has been dealt with in court, and then she became a woman and then died. In that case, when the father receives the fine it is as an inheritance from her" [Slotki: so far as he is concerned, the liability, the payment of which has been ordered by the court, is no longer penal but civil; hence the necessity for the text, "And he deal falsely," to indicate that the defendant is nonetheless exempt from a sacrifice].*
- P. *If that is the situation, however, then how can anyone say, "These are excluded since they are penal," when they are civil?*

- Q. Said R. Nahman bar Isaac, “[The sense is:] These are excluded, since to begin with they were penal.”
- R. *[Abbaye] objected to [Rabbah] on the basis of the following: R. Simeon declares him exempt, “since he does not pay a fine on the basis of his own testimony.”*
- S. *[The objection is now stated:] “The operative consideration then is that the defendant has not been tried and convicted, but if he had been tried and convicted, in which instance he would have been required to pay, even on the basis of his own admission, incurring the obligation of presenting an offering for swearing a false oath” [Slotki: though the sum involved was originally penal; a contradiction arises between this statement and other statements in the name of Simeon].*
- T. *“R. Simeon responds to rabbis in accord with their position. This is what he said to them: ‘So far as I am concerned, even though the man has been tried and convicted, he is exempt from having to make a sacrifice for having taken a false oath, on the strength of the verse, “And deal falsely.” But even from your perspective, surely you must concede to me that in a case in which the accused has not been tried and convicted, he would be exempt, since the claim is a penal one, [43A] and he who confesses having done a deed that is subject to a fine does not pay a fine on the basis of his own testimony.”*
- U. *But rabbis take the view that the claim that is made in court is principally in regard to humiliation and injury.*
- V. *What then is at issue between them?*
- W. *Said R. Pappa, “R. Simeon takes the view that someone is not going to neglect something that is fixed in its compensation [the fine] to lay claim for something which is not of fixed value [where he does not know what he is going to get], while rabbis take the view that the claimant will not abandon that from which, if the accused were to concede the claim, he would not be exempt [that is, from the monetary damages] in favor of that which, if the accused were to admit the claim, he would be exempt.” [This way the claimant knows he will get something, whatever the other may do.]*

**II.1** A. **[As to the fruit of her labor and the things which she finds, even though she did not collect her wages, if the father died, lo, they belong to the brothers:]** *R. Abina asked R. Sheshet, “If the daughter is supported by the brothers, who gets her wages? Are the brothers in the stead of the father, so just as, in such a case, the wages of the girl go to the father, here, too, the*

wages of the girl go to the brothers? Or perhaps the cases really are not parallel, in that the brothers are not comparable to the father. For in the case of the father, she is supported by his own property, but here she is not supported by their property [but out of the father's estate, which they have inherited]?"

- B. He said to him, "You have learned the following Tannaite statement that pertains: **A widow is supported by the property of the orphans. Her wages [the work of her hands] belong to them [M. Ket. 11:1A-B].**"
- C. "But are the cases comparable? In the case of a man's widow, the deceased would not be pleased to see her living comfortably, but in the case of his daughter, he would be glad to see her living comfortably."
- D. Is that to imply that one's daughter is preferred by him to his widow? And has not R. Abba said R. Yosé said, "In the case of a small estate, the sages have treated the widow in relationship to the daughter as the daughter in relationship to the brothers. Just as in the case of the daughter in relationship to the brothers, the daughter is supported, while the brothers go abegging at others' doors, so in the case of the widow in relationship to the daughter, the widow is supported by the slender resources of the estate, while the daughter goes abegging at others' doors"?
- E. So far as the matter of diminished status, his widow is preferable to him, but so far as living comfortably, his daughter is preferable to him.
- F. Objected R. Joseph, "[As to] **the fruit of her labor and the things which she finds, even though she did not collect [her wages] – [if] the father died, lo, they belong to the brothers.** So the operative consideration is that this is in the lifetime of her father [that the wages have originated, that is, the compensation and fine], but if they had originated after he died, they would belong to the girl. Is this not then a girl who is supported [out of her father's estate by her brothers (Slotki)]?"
- G. "No, it is not one that is supported at all."
- H. "So if she's not supported by third-party assets, then what's the point? After all, even in the opinion of him who maintains, 'The master may say to the slave, work for me, but I won't provide your food,' that rule applies to a Canaanite slave, to whom one may indeed say, 'Do your work all day long, and, in the even, go out and look for food.' But with regard to a Hebrew slave, in which instance it is written, 'Because he fares well with you'

(Deu. 15:16), meaning, with you in food and with you in drink, *that would not be a plausible position, all the more so with his own daughter!*”

- I. *Said Raba b. R. Ulla, “That ruling pertains only to the surplus of her earnings over the cost of her maintenance. Here, too, the ruling pertains to the surplus of the compensation over the cost of maintenance.”*
- J. *Said Raba, “Should a great authority like R. Joseph not have known, when he raised his objection, that there is the matter of a surplus?”* [Slotki: Obviously he knew, and therefore he could not have raised the objection in the form attributed to him.]
- K. *Rather, said Raba, “R. Joseph found the Mishnah paragraph itself to be a problem, for the Tannaite statement states: **[As to] the fruit of her labor and the things which she finds, even though she did not collect [her wages] – [if] the father died, lo, they belong to the brothers.** But from whom is she going to collect what she has found? So this must be the sense of the statement: **[As to] the fruit of her labor –** that is comparable to **the things which she finds.** Just as what she finds during the father’s lifetime goes to the father, but after the death of the father goes to the girl herself, so her wages also, during the lifetime of the father are assigned to the father, but after the death of the father are assigned to the girl herself.”*
- L. *So it is a decisive refutation [of what Sheshet has said at II.1.A].*

## II.2

- A. *So, too, it has been stated:*
- B. *Said R. Judah said Rab, “If the daughter is supported by the brothers, she nonetheless keeps her wages.”*
- C. *Said R. Kahana, “What is the scriptural basis for that position? ‘And you make them an inheritance for your children after you’ [Lev. 25:46, speaking of Canaanite slaves] – ‘Them you leave to your sons,’ and your daughters you do not leave to your sons. This states that a man does not leave title to his daughter as an inheritance to his son.”*
- D. *Objected Rabbah, “But say: ‘Scripture speaks of payments made for seducing a daughter or for fines or damages done to her!’”*
- E. *And so did R. Hanina state as a Tannaite formulation: “Scripture speaks of payments made for seducing a daughter or for fines or damages done to her.”*

## II.3

- A. *“Payments made for...damages done to her”:*
- B. *But this is for pain inflicted to her body!*



C. *Said R. Yosé bar Hanina, [43B] “The wound would have been made to her face, which made her worth less.”*

**II.4** A. Said R. Zira said R. Mattenah said Rab, and some say, said R. Zira said R. Mattenah said Rab, “If the daughter is supported by the brothers, she nonetheless keeps her wages, for it is written, ‘And you make them an inheritance for your children after you’ [Lev. 25:46, speaking of Canaanite slaves] – ‘Them you leave to your sons,’ and your daughters you do not leave to your sons. This states that a man does not leave title to his daughter as an inheritance to his son.”

B. *Said Abimi bar Pappi, “It is The Industrious One who made this statement.”*

C. *Who is The Industrious One?*

D. *It is Samuel.*

E. *But lo, Rab said it!*

F. *Say: Also The Industrious One said it as well.*

**II.5** A. *Said Mar bar Amemar to R. Ashi, “This is what the Nehardeans say: The decided law is in accord with R. Sheshet.”*

B. *R. Ashi said, “The decided law is in accord with Rab.”*

C. *And the decided law is in accord with Rab.*

## 4:2

A. **He who betrothed his daughter, and he [the husband] divorced her,**

B. **[and] he [the father] betrothed her [to someone else], and she was widowed –**

C. **her marriage contract [in both instances] belongs to him [the father].**

D. **[If] he [the father] married her off, [however], and he [the husband] divorced her,**

E. **he [the father] married her off, and she was widowed –**

F. **her marriage contract belongs to her.**

G. **R. Judah says, “The first [marriage contract’s payoff] belongs to the father.”**

H. **They said to him, “Once he has [actually] married her off [not merely betrothed her], the father has no title over her.”**

**I.1** A. **[If the father married her off, [however], and he [the husband] divorced her, he [the father] married her off, and she was widowed – her marriage**

**contract belongs to her:]** *The operative consideration then is that when for the first time the father married her off, the husband divorced her; then he [the father] married her off, and she was widowed. But if she had been widowed twice, she would not have been fit for marrying again. The Tannaite framer of the passage has thus tangentially stated the rule without attribution [hence authoritatively] in accord with the position of Rabbi, who has said, "If something has happened twice, that constitutes presumptive evidence that it is a rule."*

- II.1** A. **R. Judah says, "The first [marriage contract's payoff] belongs to the father":**
- B. *What is the operative consideration behind the position of R. Judah?*
- C. *Both Rabbah and R. Joseph say, "It is because from the moment of the betrothal the father has acquired title to that payoff."*
- D. *Objected Raba, "R. Judah says, 'The first [marriage contract's payoff] belongs to the father.' But R. Judah concedes in the case of him who betroths his daughter when she is a minor, and then she reached puberty and afterward was married, that the father has no authority over her. [So she gets the payment of the marriage contract.] Now why should this be the case? Can't we claim here, 'It is because from the moment of the betrothal the father has acquired title to that payoff'? Rather, if there was a statement made, this is what was said: 'Both Rabbah and R. Joseph say, "It is because the marriage contract was written for the first marriage while she was still subject to his authority.'"*
- II.2** A. *As to collecting a marriage contract [by retrieving property indentured to the contract but sold between the date of the betrothal and the date on which the marriage contract was written], from what date may the woman seize property sold to a third party but indentured for the collection of the marriage contract?*
- B. *Said R. Huna, "The hundred or two hundred zuz, from the date of the betrothal; the additional amount promised in the document, from the date of the marriage."*
- C. *And R. Assi said, "Both this and that are collected from property sold beyond the date of the marriage."*
- D. *And did R. Huna make such a statement? And has it not been said:*

- E. If two writs of divorce are produced by the wife against her husband [and are subject to collection], one for two hundred zuz, the other for three hundred,
- F. said R. Huna, "If she proposed to collect the two hundred, she may collect out of property that has been sold from the date of the first of the two documents, if she proposes to collect three hundred, then she may collect from property sold after the date on the second of the two documents."
- G. *Now if R. Huna had made such a statement as has just been attributed to him, then she should be able to collect the two hundred from property sold after the date of the first of the two documents, and the other hundred from property sold after the date of the second of the two documents.*
- H. *Well, by your reasoning, she should be able to collect five hundred zuz, two from property sold after the date of the first of the two documents, three hundred from the document bearing the later date. And why can't she seize property worth all five hundred zuz [sold after the dates of the documents]? It is because the man did not write over to her, "I have willingly added to your account three hundred zuz to the two hundred that are standard," in which case he must have meant to convey the message, "If you wanted to seize property sold after the earlier date, you will recover no more than two hundred; if you want to seize property sold after the later date, you will collect three hundred." [44A] Here, too, the reason that she cannot seize property sold after the earlier date is the same: Since he did not write over in her document, "I have added a hundred zuz to the two hundred," and she accepted the deed, she therefore has renounced her lien effective on the prior date."*

### II.3

- A. The master [Huna] has said, "*If she wishes, she may seize property based on the promise and date of the earlier of the two marriage contracts, and if she prefers, she may do so with the later one.*"
- B. *May we say that this differs from the view of R. Nahman, for said R. Nahman, "In the case of two documents that were issued in sequence, the later one nullifies the earlier one".*
- C. *Has it not been stated in this regard, "Said R. Pappa, 'But R. Nahman concedes that if the man added in the formulation of the second document reference to a single palm, the insertion was intended as an additional advantage [Slotki: the deed is not*

*thereby impaired, and the holder of the deeds can distrain with the second deed and recover the original as well as the addition but from the later date only, or distrain with the original alone without the addition] ’’?*

## **II.4**

A. *Reverting to the body of the foregoing:* Said R. Nahman, “In the case of two documents that were issued in sequence, the later one nullifies the earlier one,” [and] said R. Pappa, “But R. Nahman concedes that *if the man added in the formulation of the second document reference to a single palm, the insertion was intended as an additional advantage*” –

B. *Obviously*, the reason that both deeds are valid in a case in which the first was a deed of sale, the second, one of gift, *is that the owner acted so as to improve the rights of the other* [Slotki: even though no material addition was made to the original sale], *because of the consideration of the operation of the law of preemption* [Slotki: in virtue of which the next abutting neighbor can insist on exercising the right of first purchase; this right applies to a sale but not a gift]. And all the same is this the case if the initial deed was one of gift, and the second, of sale, *for we say that here, too, it was because of the consideration of the law covering the creditor’s rights* [Slotki: only a buyer may claim compensation from the original owner if a creditor of that owner had distrained upon the land he bought; a donee has no such right; by writing the second deed, the owner has conferred on the donee the additional rights of a buyer]. *But if both of the documents were for a sale, or both for a gift, why should the second document cancel the first?*

C. *Rafram said, “I say that the holder of the deeds has conceded to the other the invalidity of the first of the two deeds”* [Slotki: and willingly accepted the second, though his rights of distraint were restricted to the later date].

D. *R. Aha said, “I say that the holder of the deeds has given up his security of tenure”* [Slotki: during the period intervening between the date of the first and the date of the second of the two documents].

E. *So what difference does it make?*

F. *At issue between them is the disqualification of witnesses [the witnesses have signed an invalid document and may not give evidence any more], payment of compensation for usufruct [enjoyed by the holder of the deeds between the first and second dates; Rafram will order compensation since the first deed is invalid, Aha says it is not paid, since the holder of the deeds renounced security of tenure but not usufruct (Slotki)], and land tax [the original owner pays it, Rafram says; the deed holder, Aha says (Slotki)].*

**II.5** A. *And what about the marriage settlement?*

B. *Come and take note, for* said R. Judah said Samuel in the name of R. Eleazar b. R. Simeon, “The collection of the maneh or the two hundred zuz is collected from property sold from the date of the betrothal, and the additional pledge, from property sold from the date of the marriage.”

C. And sages say, “All the same are this and that: both are collected from the property sold from the date of the marriage.”

D. *And the decided law is,* Both are collected from the property sold from the date of the marriage.

### 4:3

- A. The convert whose daughter converted with her,
- B. and she [the daughter) committed an act of fornication [when she was a betrothed girl] –
- C. lo, this one is put to death through strangling.
- D. She is not subject to the rule, “At the door of her father’s house” (Deu. 22:21), nor to “a hundred selas” [Deu. 22:19, in the case of one who slandered her].
- E. [If] her conception was not in a state of sanctity but her parturition was in a state of sanctity, lo, this one is put to death with stoning.
- F. She is not subject to the rule, “At the door of her father’s house,” nor to a hundred selas.
- G. [If] her conception and parturition were in a state of sanctity, lo, she is equivalent to an Israelite girl for every purpose.
- H. [If] she has a father but no “door of her father’s house” [her father has no house],
- I. [or if ] she has a “door of her father’s house” but no father,
- J. lo, this one is put to death with stoning.
- K. “At the door of her father’s house” is stated only as a duty [in addition to stoning].

- I.1**
- A. **[44B] [If her conception was not in a state of sanctity but her parturition was in a state of sanctity, lo, this one is put to death with stoning:]** *What is the scriptural basis for this rule?*
  - B. Said R. Simeon b. Laqish, “Said Scripture, ‘...[stone her with stones] that she die’ (Deu. 22:21) – this superfluous clause serves to encompass under the law the one whose conception was not in a state of sanctity but her parturition was in a state of sanctity.”
  - C. *If so, then the one who has accused her should be flogged and required to pay a hundred selas* [in line with Deu. 22:19].
  - D. Said Scripture, “...[stone her with stones] that she die” (Deu. 22:21) – she is covered by the law in regard to the death penalty, but not in regard to the matter of the fine.
  - E. *May I say that* the same clause serves to encompass under the law one whose conception and parturition were in a state of sanctity?

- F. *Lo, she is equivalent to an Israelite girl in every regard.*
- G. *And may I say that the Scripture intends to encompass under the law one who was conceived and born not in a state of sanctity?*
- H. *If so, then what good is the language, “In Israel” (Deu. 22:21)?*

- II.1** A. **[If she has a father but no “door of her father’s house” her father has no house, or if she has a “door of her father’s house” but no father, lo, this one is put to death with stoning. At the door of her father’s house” is stated only as a duty in addition to stoning.:]** Said R. Yosé bar Hanina, “He who slanders an orphan girl is exempt, for Scripture states, ‘And give them to the father of the girl’ (Deu. 22:19) – excluding this girl, who has no father.”
- B. Objected R. Yosé bar Abin, and some say, R. Yosé bar Zebida, “‘“If her father utterly refuse” (Exo. 22:16) – encompasses an orphan girl under the fine,’ the words of R. Yosé the Galilean. [So why exclude the orphan girl here?]]”
- C. *The one who presented the objection provided the solution: “It is a girl who became an orphan after the sexual relations took place” [and is subject to the law; all other cases are excluded by the specification of the father (Slotki)].*

- II.2** A. Raba said, “[The one who slandered the orphan girl] is liable. *How come? It is on the basis of that which Ammi formulated as a Tannaite statement: “‘A virgin of Israel” (Deu. 22:19) – not a virgin who is a convert.’ Now, if you maintain that in the case of a girl who is fatherless, in Israel, one is guilty, we can see why there was a requirement for a verse of Scripture to exclude proselytes. But if you maintain that in the case of a girl who is fatherless, in Israel, one is exempt, then what about this question: If the offender is exempt if he sinned against Israelites [that is, an orphan girl who is an Israelite], do I need a verse of Scripture to indicate that one is exempt if he sinned against a convert]?”*

- II.3** A. Said R. Simeon b. Laqish, “He who maligns a minor girl is exempt from the fine [Deu. 22:19], for it is said, ‘And shall give them to the father of the girl’ (Deu. 22:19), and Scripture spells out the word with all its letters to exclude the minor.”
- B. *Objected to this proposition [explaining why the hundred sheqels is not payable to a minor] R. Adda bar Ahbah, “Is the operative consideration, then, that the All-Merciful has written ‘girl’ [with all of the letters, so excluding a minor]? Then otherwise would I have said that even a minor would get such a fine? But it is written, ‘But if this thing be true, and the tokens of virginity be not found in the girl, then they shall bring the girl to the door of her father’s*

house and the men of her city shall stone her' (Deu. 22:20-21) – but a minor is not subject to such punishment [Slotki: a minor would consequently have been excluded, even if the word for girl had not been written out with all of its letters]! *Rather:* Since the word is written out in full here, then only here is a minor excluded, but wherever Scripture uses the word but does not write it out in full, then even a minor is included.”

### **Topical Composite on Modes of Execution of a Betrothed Girl**

- II.4** A. *Shila made a Tannaite statement:* “There are three modes of execution in the case of a betrothed girl: If when she was in the house of her father-in-law witnesses testified against her that she had fornicated when in the house of her father, [45A] they stone her to death at the door of the father’s house. That is to say, ‘See the plant that you have raised up.’
- B. “If the witnesses came against her in the house of her father that she had fornicated when living in the house of her father, they stone her at the door of the city gate.
- C. “If she went rotten and then reached puberty, she is judged for the death penalty of strangulation.”
- D. *Is that to say that in a case in which the body of the accused has undergone a change, then the mode of the death penalty also is changed? And by way of contradiction:* A betrothed girl who fornicated, and once she reached puberty, the husband maligned her, he is not flogged and he does not pay the hundred selas. She and also the conspiratorial witnesses who perjured themselves against her are hastened off to the place of stoning.
- E. She and also the conspiratorial witnesses who perjured themselves against her *do you mean to say?! Rather:* Either she or the conspiratorial witnesses who perjured themselves against her.... [Slotki: Thus, at all events, it follows that despite the change in her person she is still subject to the former penalty, which contradicts Shila’s ruling.]
- F. *Said Raba, “Do you raise the case of the slanderer? But the case is exceptional, for in any other situation, if a girl entered the bridal chamber and did not have sexual relations, if she committed adultery, she is put to death by strangling, but if the husband brought such an accusation, she is put to death through stoning.”*



G. Said R. Huna b. R. Joshua to Raba, “But maybe when the All-Merciful made that anomaly, it dealt with a case in which there was no bodily change in the woman, but where there was a bodily change in the woman, the All-Merciful brought about no such exception?”

H. Rather, said R. Nahman bar Isaac, “The question of whether a change in status does or does not involve a change in the death penalty is subject to a conflict among Tannaite statements. For we have learned in the Mishnah: **[If] they sinned before they were appointed, and then they were appointed, lo, they are in the status of any ordinary person. R. Simeon says, ‘If [their sin] became known to them before they were appointed, they are liable. But if it was after they were appointed, they are exempt’ [M. Hor. 3:3A-D].**” [Slotki: They are completely exempt on account of the change in their status; the initial Tannaite authority maintains that a change in status does not involve a change of offering and would hold that a change in the person would not involve a change in penalty; Simeon, who holds that a change in status removes the obligation of an offering, will hold that a change in the body of the person removes the liability to the former penalty and subjects her to the penalty appropriate to her new condition; Shila accords with Simeon.]

I. **[45B]** *Well, one may well say that we have heard that R. Simeon maintains the view that we are guided by the time at which one became aware of the false instruction.* [Slotki: The nature of an offering cannot be determined by that status alone in which one finds himself at the time he committed his sin; if his liability to that offering is to be established, he must have the same status when he becomes aware of his sin. It is on this account, not because a change of status involves a change of penalty, that Simeon exempts the man from an offering where he became aware of his sin after he had assumed a new status.] *But have you heard that he takes the view that one is guided by the time of awareness alone, not also by the consideration of when the sin was committed? If that were so, should the laymen who became aware of sins after appointment as high priests or rulers not have brought an offering in accord with their present status, a high priest presenting a bullock, a ruler, a he-goat?* [The answer is yes, and that presents an objection against Shila’s position (Slotki).]

J. *Said R. Yohanan to the Tannaite authority, "Formulate the Tannaite statement in this wise: She is condemned to death through stoning."* [Slotki: That is, despite the change in her person, her penalty remains the same, Shila's teaching is rejected.]

K. *But why should this be the case? Didn't the All-Merciful speak of a betrothed girl, and this one is already pubescent!*

L. Said R. Ilaa, "Said Scripture, 'the girl' (Deu. 22:21), meaning, one who was a girl before hand [at the time of the offense]."

M. *Said R. Hanania to R. Ilaa, "If [the governing consideration is the time of the offense], shouldn't the husband get flogged and pay the hundred sela?"*

N. *He said to him, "May the All-Merciful save us from that stupid opinion!"*

O. *"To the contrary, may the All-Merciful save us from your stupid opinion!"*

P. *How come [the girl's change in her body affects the husband's penalty but not her penalty]?*

Q. Said R. Isaac bar Abin, and some say, R. Isaac bar Abba, "In this case, what the girl herself did brought about her punishment, but in his case, it was what the man said that brought about the punishment that is coming to him.

R. "In this case, what the girl herself did brought about her punishment: when she fornicated, it was as a girl.

S. "But in his case, it was what the man said that brought about the punishment that is coming to him: At what point did he incur guilt? It was when she was already pubescent."

- II.5** A. *Our rabbis have taught on Tannaite authority:*
- B. **A betrothed maiden who fornicated is to be stoned at the door of her father's house.**
- C. **If she had no door of her father's house, she is stoned at the entrance of the gate of the city where she fornicated.**
- D. **But if it was a gentile town, they stone her at the door of the [Israelite] courthouse [T. San. 10:10D-F].**
- E. Along these same lines: Someone who worshipped an idol is stoned at the gate of the town where he did the deed.

- F. But if it was a gentile town, they stone him at the door of the [Israelite] courthouse.

## II.6

- A. *What is the source in Scripture for these rulings?*  
B. *It is in line with that which our rabbis have taught on Tannaite authority:*  
C. **“...out to your gates”:**  
D. **Why does Scripture add this detail?**  
E. **Since it is said, “...you shall take the man or the woman who did that wicked thing out to your gates,”**  
F. **I might draw the conclusion that it is either “your gates” in which the deed was discovered, or “your gates” in which the trial took place, that should also be the site of the stoning.**  
G. **Scripture says, “...in one of the settlements,” in both passages to establish the analogy, yielding this rule:**  
H. **Just as the language, “...in one of the settlements,” stated elsewhere refers to “your gates” in which the discovery of the deed was made, not at “your gates” at which the trial took place, so here, too, the sense is the same [Sif. Deu. CXLIX:III.1].**  
I. Another matter: “Your gates” – and not the gates of gentiles.  
J. *But as to “your gates” – has it not served in fact for a prior deduction [so how can two deductions be read into a single clause or word]?*  
K. *If that were the case, Scripture could have sufficed by saying “gate.” Why “your gates”? It yields two points.*

## II.7

- A. So we have found the foundations of the rule in respect to idolatry [with which the cited verses deal]. How do we derive the law with regard to a betrothed girl?  
B. Said R. Abbahu, “Derive the sense from the meaning of the word ‘door’ (Num. 4:26), and the meaning of the word ‘door’ from that of the word ‘gate,’ and the meaning of the word ‘gate’ from that of the words ‘your gates.’”

## II.8

- A. *Our rabbis have taught on Tannaite authority:*  
B. He who maligns his wife [falsely accusing her of fornication] is flogged and also pays a hundred selas.

- C. R. Judah says, “As to flogging, he is invariably flogged, but as to the hundred selas, if he had sexual relations with her [and then brought his charges that she was not a virgin], he pays, but if he had not had sexual relations with her prior to bringing charges, he does not pay.”

**II.9** A. *At issue between them is what is under dispute between R. Eliezer b. Jacob and rabbis, and this is the sense of the matter:*

B. He who falsely maligns his wife is flogged and pays the hundred selas, whether prior to bringing charges he did or did not have sexual relations, *in accord with the position of rabbis.*

C. R. Judah says, “As to flogging, he is invariably flogged, but as to the hundred selas, if he had sexual relations with her [and then brought his charges that she was not a virgin], he pays, but if he had not had sexual relations with her prior to bringing charges, he does not pay,” *in accord with the position of R. Eliezer b. Jacob.*

**II.10** A. *There are those who say:*

B. *The entire formulation accords with the position of R. Eliezer b. Jacob and this is the sense of the matter:*

C. He who falsely maligns his wife is flogged and pays the hundred selas, whether prior to bringing charges he did or did not have sexual relations, and that is the case when he had had sexual relations.

D. R. Judah says, “As to flogging, he is invariably flogged.”

**II.11** A. *But does R. Judah actually maintain, As to flogging, he is invariably flogged? And has it not been taught on Tannaite authority: R. Judah says, “If the husband had earlier had sexual relations, he is flogged, but if he had not, he is not flogged”?*

B. Said R. Nahman bar Isaac, “He is flogged with the flogging administered by reason of disobedience, which derives from the authority of rabbis.” [But by the law of the Torah, flogging is administered only if the husband had had sexual relations prior to bringing the charge.]

C. [46A] R. Pappa said, “What is the meaning of, ‘If the husband had sexual relations, he is flogged’? It is in the sense of ‘a monetary fine.’”

D. Yeah, so is a monetary fine really called a flogging?

E. Yessiree! Just as we learn in the Mishnah: **Our rabbis have taught: [He who says,] “Half of my valuation is incumbent on me” pays half his valuation [M. 5:3A]. R. Yosé b. R. Judah says, “He is flogged and furthermore pays his entire valuation” [T. Ar. 3:3D].**

F. Why is there a flogging?

G. Said R. Papa, “[It is not that he is actually flogged, but he is] penalized and pays [as an indemnity] a complete valuation.”

H. What is the reasoning for such a view?

I. It is a matter of a supererogatory decree [that one must pay a full valuation for using the language, “a half-valuation],” on account of the consequences of using the language, “The valuation of half of me” [is incumbent, in which case the man pays the whole of his valuation (M. 5:3B)], on account of the language’s encompassing a matter on which life depends.”

**II.12** A. Our rabbis have taught on Tannaite authority:

B. “And they shall fine him” (Deu. 22:19) – this refers to a monetary penalty.

C. “And chastise him” (Deu. 22:18) – this refers to a flogging.

**II.13** A. There is no problem understanding the statement, “And they shall fine him” (Deu. 22:19) – this refers to a monetary penalty, for it is written, “They shall fine him a hundred sheqels of silver and give the money to the father of the girl” (Deu. 22:19).

B. But as to, “And chastise him” (Deu. 22:18) – this refers to a flogging, how do we know that that means a flogging?

C. Said R. Abbahu, “We have derived an analogy from, ‘And they shall chastise him,’ which occurs two times [Deu. 22:18, Deu. 21:18]. And the sense of that repeated phrase derives from the use of the word ‘son,’ with an analogy to the use of that same word in the phrase, ‘And it shall be if the wicked man be worthy [“a son”] to be flogged’ (Deu. 25: 2).”

- II.14** A. How on the basis of Scripture do we derive the fact that an admonition is required for the husband who maligns his wife?
- B. R. Eleazar said, “It derives from, ‘You shall not flaunt around as a common gossip’ (Lev. 19:16).”
- C. R. Nathan says, “It derives from, ‘Then you shall keep yourself from every evil thing’ (Deu. 23:10).”

**II.15** A. *How come R. Eleazar does not adduce the latter proof-text?*

B. *He requires that verse in line with what R. Phineas b. Yair said:*

C. “Then you shall keep yourself from every evil thing” (Deu. 23:10): On the strength of this verse said R. Phineas b. Yair, “A person should not fantasize by day, lest he come to seminal uncleanness by night.”

D. *And how come R. Nathan does not adduce the former proof-text?*

E. The cited verse serves as an admonition to a court not to treat one litigant gently, the other harshly.

**II.16** A. If the husband did not say to witnesses, “Come and give evidence in my behalf,” but they give evidence in his behalf of their own volition, he is not flogged and does not have to pay the hundred sheqels.

B. She and also the conspiratorial witnesses who perjured themselves against her are hastened off to the place of stoning.

C. She and also the conspiratorial witnesses who perjured themselves against her *do you mean to say?! Rather:* Either she or the conspiratorial witnesses who perjured themselves against her.

D. *The operative consideration, therefore, is that he did not ask them to do so. Therefore, if he had asked them to do so, he would have been penalized as Scripture says, even though he did not hire them for the purpose.*

E. *That serves to exclude the position of R. Judah, for it has been taught on Tannaite authority:*

F. R. Judah says, “The husband is liable only if he hires the witnesses.”

**II.17** A. *What is the scriptural basis behind the position of R. Judah?*

B. *Said R. Abbahu, “A verbal analogy is formed by the appearance of ‘lay’ used here [at Deu. 22:13, in the case of the husband’s defamation], in the language, ‘And lay wanton charges against her’ (Deu. 22:16), and elsewhere, ‘Neither shall you lay upon him interest’ (Exo. 22:24). Just as in the matter of interest, it is when one hands over money that the offense is committed, so here, too, it is when the money is paid over, that an offense is committed.”*

C. *Said R. Nahman bar Isaac, and so did R. Joseph of Sidon repeat as a Tannaite formulation of the household of R. Simeon b. Yohai, “A verbal analogy is formed by the appearance of ‘lay’ used here [at Deu. 22:13, in the case of the husband’s defamation], in the language, ‘And lay wanton charges against her’ (Deu. 22:16), and elsewhere, ‘Neither shall you lay upon him interest’ (Exo. 22:24).”*

**II.18** A. *R. Jeremiah raised the question: “If the husband hired the witnesses by giving them land, what is the law [from the perspective of Judah]?*

B. *“What if he hired them for less than a penny, what is the law?*

C. *“What if he hired the two of them for a penny, what is the law?”*

**II.19** A. *R. Ashi raised this question: “If the husband maligned the wife in connection with their first marriage, what is the law?*

B. *“If the levir maligned the wife in regard to the brother’s original marriage, what is the law?”*

C. *In any event, you can solve one of these problems on the basis of that which R. Jonah stated as a Tannaite formulation: “‘I gave my daughter to this man’ (Deu. 22:16) – to this man, not to the levirate brother-in-law.”*

- II.20** A. *What is the locus classicus for the ruling of rabbis and of R. Eliezer b. Jacob [to which reference is made at No. 9 above]?*
- B. *It is in line with that which has been taught on Tannaite authority:*
- C. How does slander take place? The aggrieved husband comes to court and says, “I, Mr. So-and-so, have not found in your daughter the marks of virginity.” If there are witnesses that she has fornicated while subject to him, she gets a marriage settlement of a maneh.
- D. But lo, if there are witnesses that she has fornicated while subject to him – *she is stoned!*
- E. *This is the sense of the statement:* If there are witnesses that she has fornicated while subject to him, she is stoned. If [there are witnesses that] she was unchaste while subject to him prior to betrothal, she gets a marriage settlement of a maneh.
- F. If the charge turns out to be libel, he is flogged and pays a hundred selas, whether or not he had sexual relations prior to bringing the charge.
- G. R. Eliezer b. Jacob says, “These statements were made only in a case in which, prior to bringing charges, the husband had had sexual relations.”

**II.21** A. *Now there is no problem for the position of R. Eliezer b. Jacob, since his view is in line with the formulation of the verses, “And go in to her” (Deu. 22:13) and “When I came near to her” (Deu. 22:14). But from the perspective of rabbis, what is the meaning of the verses, “And go in to her” (Deu. 22:13) and “When I came near to her” (Deu. 22:14)?*

B. “And go in to her” (Deu. 22:13) – “with wanton charges,” and “When I came near to her” (Deu. 22:14) – with words.

C. *Now there is no problem for the position of R. Eliezer b. Jacob, since his view is in line with the formulation of the verse, “I found in your daughter no tokens of virginity” (Deu. 22:17). But from the perspective of rabbis, what is the meaning of the verse, “I found in your daughter no tokens of virginity” (Deu. 22:17)?*

D. “I found in your daughter” nothing that would validate the claim that she possessed “tokens of virginity” (Deu. 22:17).

E. *Now there is no problem for the position of R. Eliezer b. Jacob, since his view is in line with the formulation of the verse, “And yet these are the tokens of my daughter’s virginity” (Deu. 22:17). But*



*from the perspective of rabbis, what is the meaning of the verse, “And yet these are the tokens of my daughter’s virginity” (Deu. 22:17)?*

F. “And yet these are” the evidence that would validate the claim that she possessed “the tokens of my daughter’s virginity” (Deu. 22:17).

G. *Now there is no problem for the position of R. Eliezer b. Jacob, since his view is in line with the formulation of the verse, “And they shall spread the garment” (Deu. 22:17). But from the perspective of rabbis, what is the meaning of the verse, “And they shall spread the garment” (Deu. 22:17)?*

H. Said R. Abbahu, “[We read the letters of the word ‘spread’ in such a way that they mean, ‘explain,’ thus:] They shall explain the charge that he has brought against her.”

I. *That is in line with what has been taught on Tannaite authority:*

J. “And they shall spread the garment” (Deu. 22:17): This teaches that the witnesses of this party and the witnesses of that party come and clarify the matter with the brightness of a new garment.

K. R. Eliezer b. Jacob says, “Matters are to be read as they are written, that is, a sheet is meant literally.”

- II.22** A. R. Isaac bar R. Jacob bar Giyyori in the name of R. Yohanan sent word, “Even though we do not find in the entire Torah a case in which Scripture makes a distinction between vaginal and anal intercourse so far as flogging or other penalties are concerned [both being equally culpable], in this case of the one who defames the wife, Scripture has made such a distinction: One is liable only if he has sexual relations anally but then maligns the wife in regard to having had vaginal intercourse.”
- B. *In accord with which authority is this claim set forth? So far as rabbis are concerned, even though he did not have sexual relations, the charge is actionable, and so far as R. Eliezer b. Jacob is concerned, [46B] both acts of sexual relations must be vaginal!*
- C. Rather, R. Kahana in the name of R. Yohanan sent word, “The husband is liable only if he has vaginal relations and maligns her in respect to vaginal relations.”

## 4:4

- A. The father retains control of his daughter [younger than twelve and a half] as to effecting any of the tokens of betrothal: money, document, or sexual intercourse.
- B. And he retains control of what she finds, of the fruit of her labor, and of abrogating her vows.
- C. And he receives her writ of divorce [from a betrothal].
- D. But he does not dispose of the return [on property received by the girl from her mother] during her lifetime.
- E. [When] she is married, the husband exceeds the father, for he disposes of the return [on property received by the girl from her mother] during her lifetime.
- F. But he is liable to maintain her, and to ransom her, and to bury her.
- G. R. Judah says, “Even the poorest man in Israel should not hire fewer than two flutes and one professional wailing woman.”

### I.1

- A. **Money:** *How on the basis of Scripture do we know that fact?*
- B. Said R. Judah, “Said Scripture, ‘Then shall she [the Hebrew slave girl] go out for nothing, without money’ (Exo. 21:11). No money is paid to this master, but money is paid to another master, and who would that be? It is the father.”
  - C. *But might one say that it goes to her?*
  - D. *Since the father has the power to contract her betrothal, “I gave my daughter to this man” (Deu. 22:16), can she collect the money? [Obviously she cannot, so the father gets the money.]*
  - E. *But maybe that is the case only for a minor, who has no domain [“hand,” with which to effect acquisition], but in the case of a girl, who has a domain for the stated purpose, she may contract the betrothal and also get the money paid for the betrothal?*
  - F. Said Scripture, “Being in her youth, in her father’s house” (Num. 30:17) – every advantage accruing to her in your youth belongs to her father.

### I.2

- A. *Then what about what* R. Huna said Rab said, “How on the basis of Scripture do we know that the proceeds of a daughter’s labor go to the father? ‘And if a man sell his daughter to be a maidservant’ (Exo. 21: 7) – just as the proceeds of the labor of a maidservant go to the master, so the proceeds of the labor of a

daughter go to the father”? *What need do I have for such a proof, when the same proposition may be deduced from the phrase, “Being in her youth, in her father’s house” (Num. 30:17)?*

- B. *Rather, that verse refers to releasing her vows [and not to the matter at hand, as the context at Num. 30:17 makes clear].*
- C. *And, furthermore, should you say, so let us derive the rule covering money from the rule covering other propositions, in fact, we do not ever derive the rule covering money from the rule covering other propositions!*
- D. *And, furthermore, should you propose, so let us derive the rule governing the disposition of monetary payments from the rule governing fines, it is the simple fact that the rule governing monetary payments is not to be derived from the rule governing the disposition of fines.*
- E. *Then here is the reason that compensation for humiliation and damages is assigned to the father: [add: If he wanted, he could hand her over [for marriage] to an ugly man or to a man afflicted with boils]. [Since he himself could subject her to indignity and benefit from it, he gets the compensation from someone who does that to her (Slotki).]*
- F. *Rather, it is more reasonable that, when the All-Merciful excluded another “exodus” [from the household], it was meant to be like the original. [Slotki: As in the original, it is the master, not the slave girl, who would have received the money for her redemption, but a specific text states to the contrary, so in the implication it must be the father, corresponding to the master, who gets the money when she leaves his control at betrothal.]*
- G. *Yes, but the one “exodus” is not really comparable to the other. For in the case of the master, the slave girl entirely exits from his control, while in the exodus from the domain of the father, the exit to the bridal canopy has not yet been completed.*
- H. *Nonetheless, so far as it concerns his power to remit her vows, she does entirely exit his domain, for we have learned in the Mishnah: **A betrothed girl – her father and her husband annul her vows [M. Ned. 10:1A-B].***

**II.1** A. **Document, or sexual intercourse:** *How on the basis of Scripture do we know that fact?*

- B. *“And becomes another man’s wife” (Deu. 24: 2) – all modes of betrothal are treated as comparable to one another.*

**III.1** A. **[47A] And he retains control of what she finds:**

B. That is on account of the possibility of otherwise eliciting ill will.

**IV.1** A. **of the fruit of her labor:** *how on the basis of Scripture do we know that fact?*

B. *It is in line with what R. Huna said Rab said, “How on the basis of Scripture do we know that the proceeds of a daughter’s labor go to the father? ‘And if a man sell his daughter to be a maidservant’ (Exo. 21: 7) – just as the proceeds of the labor of a maidservant go to the master, so the proceeds of the labor of a daughter go to the father.”*

*C. But might I not say that that speaks of a minor, whom the father may sell, but the wages of a girl, whom he cannot sell, are assigned to the girl herself?*

*D. It is more reasonable to suppose that her wages belong to the father, for if you should suppose that her wages are not her father’s, then what about the right that the All-Merciful has assigned to the father, to give the daughter away in marriage – how can he give her away, when doing so nullifies her right to her own wages [which are now assigned to the husband]!*

*E. Objected R. Ahai, “But might one not say that the father pays her compensation for the time that she is taken away from her labor, or, also, that he gives her away during the night or on the Sabbath or festival [during which she is not going to be working and get wages]?”*

*F. Rather, there is no need for a verse of Scripture to show that that is the rule for a minor, for, since he has the power to sell her, how can there be any question as to his right to her wages? But where a verse of Scripture is required, it has to deal not with the minor but with the prepubescent girl.*

**V.1** A. **And of abrogating her vows:** *How on the basis of Scripture do we know that fact?*

B. “Being in her youth in her father’s house” (Num. 39:17).

**VI.1** A. **And he receives her writ of divorce [from a betrothal]:** *How on the basis of Scripture do we know that fact?*

B. “And she goes forth and she becomes” (Deu. 24: 2) – *the exodus is treated as comparable to the entry into marriage [and the same rule applies to both transactions].*

**VII.1 A. But he does not dispose of the return [on property received by the girl from her mother] during her lifetime:**

- B. *Our rabbis have taught on Tannaite authority:*
- C. The father does not enjoy the usufruct of the return [on property received by the girl from her mother] during his daughter's lifetime.
- D. R. Yosé b. R. Judah says, "The father does enjoy the usufruct of the return [on property received by the girl from her mother] during his daughter's lifetime."

**VII.2 A. What is at issue here?**

B. *The initial Tannaite authority maintains that while for the husband the rabbis ordained utilization of the usufruct, since, otherwise, husbands would refrain from redeeming wives taken captive, in respect to the father, what reason would there be for assigning the usufruct to him? That he wouldn't bother to ransom the daughter? He's going to ransom the daughter no matter what. And R. Yosé b. R. Judah maintains that the father, too, will refrain from redeeming her, in the theory, "She is carrying a purse on her, let her go and ransom herself."*

**VIII.1 A. [When] she is married, the husband exceeds the father, for he disposes of the return [on property received by the girl from her mother] during her lifetime:**

- B. *Our rabbis have taught on Tannaite authority:*
- C. If the father wrote a deed for the daughter assigning produce, clothes, or other movables that she may take with her from her father's house to her husband's, and she died [while betrothed, not bringing these things with her to the husband's household] – the husband has not acquired the title of these things.
- D. In the name of R. Nathan they said, "The husband has acquired title to these things."

**VIII.2 A. What is at issue here?**

B. *Under dispute is the debate between R. Eleazar b. Azariah and rabbis. For we have learned in the Mishnah: [If] she was widowed or divorced, whether at the stage of betrothal or at the stage of consummated marriage, she collects the full amount. R. Eleazar b. Azariah says, "[If she is widowed or divorced] at the stage of consummated marriage, she collects the full amount. [If it was] at the stage of betrothal, the virgin collects [only] two hundred zuz,*

and the widow, a maneh, [47B] for he wrote over [any additional sum] only on condition of consummating the marriage” [M. 5:1C-E]. [Slotki: Since he did not marry her, she can have no claim to it.] *The one who has said, “The husband has not acquired the title of these things,” accords with the view of R. Eleazar b. Azariah, and the one who has said, “The husband has acquired title to these things,” accords with the view of rabbis.*

*C. Not at all, not at all. All parties here concur with the position of R. Eleazar b. Azariah. The one who has said, “The husband has not acquired the title of these things,” obviously concurs with R. Eleazar b. Azariah. The one who has said, “The husband has not acquired the title of these things,” explains that R. Eleazar b. Azariah took the position that he did only in regard to what the husband has undertaken toward the wife, for the stated reason, namely, for he wrote over [any additional sum] only on condition of consummating the marriage, but as to what she was going to do for him, even R. Eleazar b. Azariah may concede that betrothal is no different from marriage, since these commitments are because of the planned marriage, and the planned marriage is already unfolding.*

**IX.1 A. But he is liable to maintain her, and to ransom her, and to bury her:**

- B. *Our rabbis have taught on Tannaite authority:*
- C. Sages have provided maintenance for the wife in exchange for her wages, burial in return for her marriage contract, and therefore the husband has the right to the usufruct.
- D. *Usufruct! Who ever mentioned that!*
- E. *The passage is flawed, and this is the wording that it requires:* Sages have provided maintenance for the wife in exchange for her wages, ransoming her if she is kidnapped in exchange for the usufruct on property she owns, and burial in return for her marriage contract, and therefore the husband has the right to the usufruct.

**IX.2 A. What’s the sense of the therefore?**

*B. What might you otherwise have supposed? That he may not enjoy the usufruct but must leave it [to accumulate], since otherwise he might refrain from ransoming her; so we are informed that it is better for him to use the usufruct, since it may happen that the proceeds of*

*the usufruct in any event might not be enough, and he would have to ransom her at his own expense.*

**IX.3** A. *Should I transpose the sequence [maintenance for usufruct, ransom for wages, so a wife would be prevented from keeping her wages even if she declined support (Slotki)]?*

B. *Said Abbaye, “Sages made provision out of what is more common for what is more common, and out of what is less common for what is less common.”*

**IX.4** A. *Said Raba, “The following Tannaite authority takes the view that the provision of support for the wife derives from the law of the Torah, for it has been taught on Tannaite authority:*

- B. *“‘Her food’ (Exo. 21:10) refers to maintaining the wife, in line with the verse of Scripture, ‘Who also eat the meat of my people’ (Mic. 3: 3).*
- C. *“‘Her garment’ (Exo. 21:10) means what it says.*
- D. *“‘Her conjugal rites’ (Exo. 21:10) refers to sexual relations, as it is said, ‘If you shall afflict my daughters’ (Gen. 31:50).”*
- E. *R. Eleazar said, “‘Her food’ (Exo. 21:10) refers to conjugal rights: ‘None of you shall approach to any that is near of kin to him to uncover their nakedness [in which the same root occurs]’ (Lev. 18: 6).*
- F. *“‘Her garment’ (Exo. 21:10) means what it says.*
- G. *“‘Her conjugal rites’ (Exo. 21:10) refers to maintaining the wife, in line with the verse, ‘And he afflicted you and made you hunger’ (Deu. 8: 3).”*
- H. **[48A]** *R. Eliezer b. Jacob says, “‘Her food...her garment’ (Exo. 21:10) – provide her with clothing according to her age, that is, a man shall not provide a mature wife with the clothing of an adolescent, or the adolescent wife with the clothing of a mature woman.*
- I. *“‘Her garment...her conjugal rites’ (Exo. 21:10) means: A man shall provide his wives with clothing appropriate to the season, that is, not something new in summer, not something worn out in winter.”*

**IX.5** A. *R. Joseph repeated as a Tannaite formulation: “‘Her food’ (Exo. 21:10) refers to physical affection. He should not practice with her the Persian custom of having sexual relations fully clothed.”*

B. *That supports the view of R. Huna, for said R. Huna, “He who says, ‘I don’t want to do it unless I am wearing my clothes and she is*

wearing her clothes,' has to divorce the wife and pay off her marriage settlement."

- X.1** A. **R. Judah says, "Even the poorest man in Israel should not hire fewer than two flutes and one professional wailing woman":**
- B. *Does this formulation then bear the implication that the prior authority maintains that one does not have to provide these things? But how are we to imagine such a case? If this is customary for a woman of such a status, how come the initial authority says that one does not have to provide them? And if these are not customary for a woman of such status, how come R. Judah says that one must do so?*
- C. *The rule is required to deal with a case in which, for example, these things are appropriate to a woman of her status, but not appropriate to a man of his status. The initial Tannaite authority maintains that when we invoke the principle, "She goes up in status with him, but does not decline in status with him," that is the case when she is alive, but after death, that is not so. And R. Judah maintains that even after death, the same principle applies.*
- X.2** A. Said R. Hisda said Mar Uqba, "The decided law accords with R. Judah."
- X.3** A. And said R. Hisda said Mar Uqba, "One who has gone mad – the court takes over his estate and supports and provides maintenance for his wife and sons and daughters and something else."
- B. *Said Rabina to R. Ashi, "How is this to be differentiated from that which has been taught on Tannaite authority: He who went overseas, whose wife claims support – the court takes over his estate and supports and provides maintenance for his wife but not for his sons and daughters or something else."*
- C. *He said to him, "Well, doesn't it make any difference to you whether someone has deliberately taken leave or unknowingly taken leave?"*
- X.4** A. *What is something else?*
- B. *R. Hisda said, "This refers to [Slotki:] cosmetics."*
- C. *R. Joseph said, "It is funds to give to philanthropy."*
- D. *The one who has said it refers to cosmetics all the more so would concur that it encompasses funds for charity [not to be given in the second version]. The one who says that it is funds*



*for charity will exclude cosmetics [and see that she has money for that], since he does not want her to become disheveled.*

- X.5** A. Said R. Hiyya bar Abin said R. Huna, “He who went overseas and his wife died – the court takes over his estate and provides funds for her burial in accord with the status as to honor that is coming to him.”
- B. ...in accord with the status as to honor that is coming to him, and not in accord with the status as to honor that is coming to her?!
- C. Say: Also in accord with the status as to honor that is coming to him.
- D. *And this is what [Huna] tells us:* “She goes up in status with him, but does not decline in status with him – and even after death.”

- X.6** A. Said R. Mattenah, “He who says, ‘If she dies, do not bury her out of my estate’ – they obey him.” [Slotki: Having survived the husband and collected her marriage contract, the wife has no further claim upon his estate, which the sons inherit.]

B. *And how come? Because property has fallen to the inheritance of the orphans? But even when he did not give such instructions, property has fallen to the inheritance of the orphans!*

C. Rather: “He who says, ‘If he [= I] dies, do not bury him [me] out of my estate’ – they do not obey him. He has not got the power to enrich his sons and throw himself onto the community as a public charge.”

#### 4:5

- A. **Under all circumstances is she in the domain of the father, until she enters [48B] the domain of the husband through marriage.**
- B. **[If] the father handed her over to the agents of the husband, lo, she [from that point on] is in the domain of the husband.**
- C. **[If] the father went along with the agents of the husband, or [if] the agents of the father went along with the agents of the husband, lo, she is in the domain of the father.**
- D. **[If] the agents of the father handed her over to the agents of the husband, lo, she is in the domain of the husband.**

- I.1** A. **[Under all circumstances is she in the domain of the father:]** *What is the meaning of Under all circumstances?*
- B. *It is to exclude that which derives from the prior version of the Mishnah, in which we have learned: If the time came and they were not married, she in*

any event is supported by him. And she eats food in the status of priestly rations [if he is a priest, and she is not] [M. 5:2D-E].

C. *So we are informed that that is Under all circumstances.*

**II.1 A. If the father handed her over to the agents of the husband, lo, she from that point on is in the domain of the husband:**

B. Said Rab, “Handing her over is for all purposes except for the right to eat priestly rations [if she is of Israelite caste and is marrying a priest].”

C. And R. Assi said, “Even for the right to eat priestly rations.”

D. *Objected R. Huna to R. Assi, and some say, Hiyya bar Rab to R. Assi, “Under all circumstances is she in the domain of the father, until she enters the domain of the husband through marriage.* [Surely this excludes the position that she can eat priestly rations.]”

E. *Said to them Rab, “Didn’t I tell you not to follow after something that may lead in the opposite direction, for he can state to you, ‘Handing her over – that is, in fact, bringing her into the marriage canopy.’”*

**II.2 A. And Samuel said, “Handing her over – that is, in fact, bringing her into the marriage canopy only with regard to the husband’s rights of inheritance” [so that if she died en route to the husband’s house, the husband inherits the dowry; he has no other rights prior to consummation of the marriage (Slotki)].**

B. R. Simeon b. Laqish said, “Handing her over – that is, in fact, bringing her into the marriage canopy only with regard to the marriage settlement.”

C. *What is the sense of only with regard to the marriage settlement? If it means that, if she dies, he inherits her, well, that’s just what Samuel just said!*

D. Said Rabina, “It is to say, her prescribed marriage settlement from a second husband would be a maneh [not two hundred zuz, should the first husband die at the specified transitional point].”

**II.3 A. Both R. Yohanan and R. Hanina say, “Handing her over is for all purposes including the right to eat priestly rations [if she is of Israelite caste and is marrying a priest].”**

B. *An objection was raised: If the father went along with her agents, or with the agents of the husband, or if the agents of the father went along with the agents of the husband, or if she had a courtyard along the way and went in and with him [the husband] spent the night in it, even though her marriage contract is located in the house of her husband, if she died, her*

father still inherits her. If the father handed her over to the agents of the husband, or the agents of the father handed her over to the agents of the husband, or if she had a courtyard along the way and she went in and spent the night with him for the sake of a consummated marriage, even though her marriage contract is in the house of her father, if she died, her husband inherits her. Under what circumstances? This is in respect to her marriage contract. But as to priestly rations, she eats priestly rations only after she has entered the marriage canopy [T. Ket. 4:4A-N]. *Is this not a refutation of all [but Samuel]?*

C. *Yup.*

**II.4** A. *Now notice, there is a contradiction in the body of the foregoing. You say, if she had a courtyard along the way and went in and with him [the husband] spent the night in it, so therefore the operative consideration is that she explicitly went in to spend the night [but not to consummate the marriage]. Therefore, if there were no specified intention, we should have assumed the intention was to consummate the marriage. But then notice what comes afterward: She went in and spent the night with him for the sake of a consummated marriage. Thus that was an explicit statement of intention; but absent such a statement, we should have assumed that she went in just to spend the night.*

B. *Said R. Ashi, “The formulation is such that both times an entrance into her courtyard is mentioned, it is without an articulated intention, and where there is an entry into a courtyard belonging to her without an articulated purpose, it is assumed that it is in order to spend the night; if there is an entry into a courtyard of his without an articulated intention, it is assumed to have been with the purpose of consummating the marriage.*

**II.5** A. *A Tannaite statement: If the father handed her over to the agents of the husband, and then she fornicated – lo, this one is subject to the death penalty through strangulation.*

B. *What is the scriptural source of this ruling?*

C. *Said R. Ammi bar Hama, “Said Scripture, ‘To play the harlot in her father’s house’ (Deu. 22:21) – excluding a case in which the father handed her over to the agents of the husband.”*

D. *But why not say: Excluding a case in which she had entered the marriage canopy but not yet had sexual relations?*

E. *Said Raba, “Ammi told me there is an explicit allusion in Scripture to the matter of the bridal canopy: ‘If a girl that is a virgin is betrothed to a husband’ (Deu. 22:23): ‘Girl’ and not [either a minor, under twelve years, or] a mature woman. ‘A virgin’ – and not one who has had sexual relations. ‘Betrothed’ – and not one in a fully consummated marriage.*

F. *“Now what is the meaning of fully consummated marriage? Should I say, it is one that is not actually married? But that’s no different from the virgin, not having had sexual relations. So it must mean that ‘by married’ is meant, a case in which she had entered the marriage canopy but not yet had sexual relations.”*

G. **[49A]** *But why not say: If she returned to her father’s house, she reverts to her prior status?*

H. *Said Raba, “That matter has already been settled by a Tannaite authority of the household of R. Ishmael, for a Tannaite authority of the household of R. Ishmael [stated]: “‘But the vow of a widow or of her that is divorced, even everything wherewith she has bound her soul, shall stand against her” (Num. 30:10) – what’s the point of Scripture here? After all, has she now not been removed from the authority of her father and also of her husband? But lo, if the father handed her over to the agents of the husband, or the agents of the father to the agents of the husband, and she was widowed en route, or divorced, how am I going to invoke in her regard “her father’s house,” with respect to this one, or “her husband’s house,” in respect to that one?*

I. *“‘So the point is, once she has gone forth, even for a single moment, from the domain of the father, he never again has the power to release her vows.’”*

J. *Said R. Pappa, “So we, too, have learned this as a Tannaite statement: **He who has sexual relations with a betrothed maiden [M.***

**7:4G** [Deu. 22:23-24] is liable only if she is a virgin maiden, betrothed, while she is yet in her father's house [M. San. 7:9A]. *Now what does this formulation exclude? Is it not to exclude a case in which the father has given her over to the agents of the husband?"*

K. Said R. Nahman bar Isaac, "So, too, we have learned the same as a Tannaite statement: He who has sexual relations with a married woman, once she has entered the domain of the husband for the purpose of marriage, even though she has not yet had sexual relations – he who has sexual relations, lo, he is subject to the penalty of strangulation.' *The language, 'Once she has entered the domain of the husband for the purpose of marriage,' means, 'under any and all conditions [even merely being delivered to the husband's agents.]"*

L. *That settles it.*

#### **4:6**

- A. **The father [while alive] is not liable for the maintenance of his daughter.**
- B. **This exegesis did R. Eleazar b. Azariah expound before sages in the vineyard of Yabneh, "The sons will inherit and the daughters will receive maintenance –**
- C. **"Just as the sons inherit only after the death of the father, so the daughters receive maintenance only after the death of the father."**

- I.1**
- A. **The father [while alive] is not liable for the maintenance of his daughter –** *lo, this then carries the implication that he is liable for the maintenance of his son. And, as to the daughter, what he is exempt from is the obligation in law to support her, but as to the religious duty, he indeed bears such a liability.*
  - B. *In accord with which authority, then, is our Mishnah paragraph? It cannot be R. Meir or R. Judah or R. Yohanan b. Beroqa, for it has been taught on Tannaite authority:*
  - C. **"It is a religious duty to support the daughters, and one need not say, the sons, who are engaged in Torah study," the words of R. Meir.**

- D. **R. Judah says, “It is a religious duty to support the sons, all the more so, the daughters, on account of the considerations of degradation.”**
- E. **R. Yohanan b. Beroqa says, “It is a legal obligation to support the daughters after the death of the father, but as to the time the father is alive, neither the daughters nor the sons are supported” [T. Ket. 4:8A-B].**
- F. *So – in accord with which authority, then, is our Mishnah paragraph? It cannot be R. Meir, for lo, he has said, as to the sons, **It is a religious duty**; or R. Judah, for lo, he has said, **It is a religious duty to support the sons**, or R. Yohanan b. Beroqa, for lo, so far as he is concerned, it is not even a religious duty at all!*
- G. *If you wish, I shall say that it is R. Meir, if you wish, I shall say it is R. Judah, and if you wish, I shall say it is R. Yohanan b. Beroqa.*
- H. *If you wish, I shall say it is R. Meir, and this is the sense of his statement: **The father [while alive] is not liable for the maintenance of his daughter** – and that goes for the son as well. But supporting the daughter is a religious duty, and all the more so, the sons; and the reason that his daughter is specified is to inform us that [49B] even in the case of the daughter, while he is exempt from liability, he is subject to a religious duty.*
- I. *...if you wish, I shall say it is R. Judah, and this is the sense of his statement: **The father [while alive] is not liable for the maintenance of his daughter – and all the more so, his son**; lo, so far as the son is concerned, it is a religious duty; all the more so, the daughter; and the reason that his daughter is specified is to inform us that even in the case of his daughter, there is no legal obligation.*
- J. *...and if you wish, I shall say it is R. Yohanan b. Beroqa, and this is the sense of his statement: **The father [while alive] is not liable for the maintenance of his daughter – he is not liable for the maintenance of his daughter, and the same law applies to his son**; and the same rule pertains even to the matter of a religious duty, which is not at hand; but since reference is made to the matter that **the daughters receive maintenance only after the death of the father**, which is obligatory, the Tannaite framer likewise used the language, **is not liable** [even though, in fact there is not only no liability but not even a religious duty].*

- I.2** A. Said R. Ilai said R. Simeon b. Laqish in the name of R. Judah bar Hanina, “In Usha sages ordained that a man must support his sons and his daughters while they are minors.”
- B. *The question was raised: Is the decided law in accord with that statement, or is the decided law not in accord with that statement?*
- C. *Come and take note: When people would come before R. Judah [in such a matter, a father who neglected child support], he would say to them, “A yarod bird produces children and throws them on the public charge.”*
- D. *When people would come before R. Hisda [in such a matter, a father who neglected child support], he would say to them, “Turn a mortar upside down for him, and let him stand on it and say, ‘The raven takes care of its young, but that man [I] does not take care of my children.’”*
- E. *Yeah, well, does the raven take care of its young? Scripture says, “To the young ravens that cry...” (Psa. 147: 9)!*
- F. *No problem, the cited passage speaks of white ravens [which neglect their young], but the cited saying, black ones [that take care of their young].*
- G. *When a man came before Raba [in such a matter, a father who neglected child support], he would say to him, “Do you really want your children to be supported by charity funds?”*
- H. *But we invoke these rulings only in the case of someone who is not of any means, but as to someone of means, we force him willy-nilly to support his children, as in the case in which Raba forced R. Nathan bar Ammi to hand over four hundred zuz for charity.*

### **Further Rules Ordained in Usha**

- I.3** A. Said R. Ilai said R. Simeon b. Laqish, “In Usha sages ordained that he who writes over his entire estate to his sons – nonetheless, he and his wife are to be supported by his property.”
- B. *Objected R. Zira, and some say, R. Samuel bar Nahmani, “Since sages have gone much further than this, maintaining that his widow is supported from his estate, can there be any question of supporting him and his wife from it? For Rabin sent word in his epistle, ‘He who died and left a widow and daughter, the widow is to be supported from his estate [as her marriage settlement*

specifies]. If the daughter was married [and her husband took over the estate], his widow is still to be maintained by his estate. If the daughter died – said R. Judah son of the sister of R. Yosé bar Hanina, “A case came my way, and I decided that his widow is to receive support from the estate.”” *So can there be any question at all concerning him and his wife?”*

- C. *What might you otherwise have supposed? The law pertains there [in Rabin’s letter’s case], because in that case, there was no one else who could provide for her, but here let the man provide for himself and his wife? So we are informed that that is not the case.*

**I.4** A. *The question was raised: Is the law in accord with his position, or is the law not in accord with his position?*

B. *Come and take note, for R. Hanina and R. Jonathan were standing. A man came along and bent down and kissed R. Jonathan on his foot. Said to him R. Hanina, “What’s going on here?”*

C. *He said to him, “This is a man who wrote over his estate to his sons, [50A] and I made them support him.”*

D. *Now if you maintain that this was not the law, then we can understand why he had to make them do it. But if you say that this was the law, then why did he have to make them do it?*

**I.5** A. Said R. Ilai, “In Usha sages ordained that he who wants to distribute his possessions may not do so more than with a fifth of them.”

- B. *So, too, it has been taught on Tannaite authority: He who wants to distribute his possessions may not do so more than with a fifth of them, lest he fall into need.*

C. *There was the case of one who wanted to distribute more than a fifth of his property, but his colleague did not permit him to do so. And who was it? It was R. Yeshebab.*

D. *And some say, it was R. Yeshebab [who wanted to distribute his property], and his colleague who did not permit him to do so. And who was it? It was R. Aqiba.*

- E. *Said R. Nahman and some say, R. Aha bar Jacob, “What verse of Scripture pertains? ‘And of all that you give me I will surely give the tenth to you’ (Gen. 28:22).”*

- F. *But lo, the second tenth is not the same as the first tenth [since it is a tenth of less of a base number than the former]!*



- G. Said R. Ashi, “‘I will give a tenth of it’ – *‘I will make the second tenth equivalent to the first.’*”

**I.6** A. Said R. Shimi bar Ashi, “These traditions grow steadily fewer in number, and your mnemonic is, ‘The young assigned in writing and spend liberally.’”

- I.7** A. Said R. Isaac, “In Usha sages ordained that a man must roll with his son’s punches for a dozen years. From that time onward, he may beat the hell out of him.”
- B. *Is that so? And lo, said Rab to R. Samuel bar Shilat, “Up to age six don’t admit students. From that point admit them and stuff them like oxen.”*
- C. *Yes, stuff him like an ox, but don’t beat the hell out of him until he’s twelve.*
- D. *Or, if you prefer, I shall say, there is no contradiction, the one speaks of Scripture study, the other, Mishnah study, for said Abbaye, “Nurse told me, at six to Scripture, ten to Mishnah, thirteen to a complete fast of twenty-four hours, and, for a girl, at twelve.”*

**I.8** A. Said Abbaye, Nurse said to me, ‘A six-year-old whom a scorpion bit on the day on which he completes his sixth year will not live. So what’s the remedy? [Slotki:] *The gall of white stork in beer. It is to be rubbed into the wound, and the child also is to drink it. A child a year old whom a bee stings on the day on which he completes his first year won’t survive. What’s the remedy? Creepers of a palm tree in water, rubbed in and also drunk.*”

- I.9** A. Said R. Qattina, “Anyone who brings his son to school at less than six years of age may run after him but will not catch up with him.”
- B. *There are those who say, “His fellows will run after him but will never catch up.”*
- C. *Both are right: he will be weak but learned.*
- D. *If you wish, I shall say, one speaks to an emaciated child, the other, a healthy one.*

- I.10** A. Said R. Yosé bar Hanina, “In Usha they made the ordinance as follows: ‘A woman who during her husband’s lifetime sold off property of hers that is in the status of “usufruct property” [that is, she has retained ownership but the husband has the usufruct through the life of the marriage], and then died – the husband may extract the property from the possession of the purchasers.’”

- I.11** A. *R. Isaac bar Joseph came across R. Abbahu, who was standing in a mob in Usha. He said to him, "Who is the authority behind the traditions of Usha?"*  
 B. *He said to him, "It is R. Yosé bar Hanina."*  
 C. *He repeated this from him forty times, until it seemed to him as something he had safely in his pocket."*
- I.12** A. "Happy are those who keep justice, who do righteousness at all times" (Psa. 106: 3):  
 B. But is it really possible to do righteousness at all times?  
 C. Expounded our rabbis who were in Yavneh, and some say, R. Eliezer, "This refers to one who supports his sons and daughters when they are minors."  
 D. R. Samuel bar Nahmani said, "This refers to one who raises an orphan boy or girl in his house and marries them off."
- I.13** A. "Wealth and riches are in his house, and his merit endures for ever" (Psa. 112: 3):  
 B. R. Huna and R. Hisda –  
 C. *One said, "This speaks of one who studies the Torah and teaches it to others."*  
 D. *And the other said, "This speaks of one who writes out a scroll of the Torah, prophets, and writings, and lends them to others."*
- I.14** A. "And see your children's children, peace be upon Israel" (Psa. 128: 6):  
 B. Said R. Joshua b. Levi, "When your children have children, there will be peace in Israel, *for they will not be subject to the rite of removing the shoe or levirate marriage.*"  
 C. R. Samuel bar Nahmani said, "When your children have children, there will be peace for the judges in Israel, *for there will be no quarrels [about disposing of the estate].*"
- II.1** A. **This exegesis did R. Eleazar b. Azariah expound before sages in the vineyard of Yabneh, "The sons will inherit and the daughters will receive maintenance – just as the sons inherit only after the death of the father, so the daughters receive maintenance only after the death of the father":**  
 B. **[50B]** *R. Joseph was in session before R. Hamnuna, and R. Hamnuna in session stated, "Just as the sons inherit only real estate, so daughters are supported only from real estate."*

- C. *Everybody yelled at him: "Well, then, is it only the estate of someone who leaves land that the sons inherit? But if he doesn't leave any land, they don't inherit? [You're talking nonsense.]"*
- D. *Said to him R. Joseph, "Perhaps the master is speaking of the case in which there is a marriage contract that contains the clause allowing her sons to recover her marriage contract from the father's estate, over and above their share in the estate of the father along with their half-brothers."*
- E. *He said to him, "The master, who is an eminent authority, has understood exactly what I said."*

- II.2**
- A. *Said R. Hiyya bar Joseph, "Rab allowed maintenance of the daughters from grain of the highest quality."*
  - B. *The question was asked: "Is Rab's provision for the trousseau? And by 'of the highest quality' is it meant, 'in accord with her father's most generous intent'? Then he concurs with Samuel, who said, 'As to the trousseau, the assessment is made in accord with the intention of the father'? Or is his provision literally for maintenance, and by 'the highest quality' what is meant is 'in accord with the good rules that were made in an upper chamber'? For said R. Isaac bar Joseph, 'In the upper chamber sages ordained that daughters are supported from movables.'"*
  - C. *Come and take note: R. Benai, brother of R. Hiyya bar Abba, had in hand movables belonging to an estate. He and the daughters of the deceased came to Samuel. He said to him, "Go and support them." Is this not literally for support, in accord with what R. Isaac bar Joseph said?*
  - D. *No, it had to do with the trousseau, and Samuel ruled in accord with his own position, for said Samuel, "As to the trousseau, the assessment is made in accord with the intention of the father."*

**II.3** A. *There was a case in Nehardea, and the judges of Nehardea issued an order. In Pumbedita, too, R. Hanan bar Bizna allowed the daughters to collect their needs for maintenance [from movables]. Said to them R. Nahman, "Go, retract. Otherwise I'll order seizure of your villas from you!"*

**II.4** A. *R. Ammi and R. Assi considered ordering support for the daughters from movables. Said to them R. Jacob bar Idi, "In a matter in which R. Yohanan and R. Simeon b. Laqish did not take action, are you taking action?"*

**II.5** A. *R. Eleazar considered ordering support for daughters from movables. Said before him R. Simeon b. Eliaqim, "My lord, I know that, in your decision, you are governing not by the strict rule of justice but by the rule of mercy. But perhaps the disciples will observe your action and establish the law for all future generations on the basis of this supererogatory judgment."*

**II.6** A. *There was a case that came before R. Joseph. He said to them, "Give her her support out of dates spread on a reed mat [that is, movables]."*

B. *Said to him Abbayye, "Even if she had been a creditor, in such a case would the master have given her such a favorable decision?"*

C. *He said to him, "What I meant was that the dates are suitable to spread on a mat [that is, they are ripe, but still on the trees and therefore in the category of real property]."*

D. **[51A]** *"One way or the other, what is ready to be cut is as though it were cut [so it is in the category of movables]!"*

E. *"I was talking about dates that still have to be left on the tree."*

**II.7** A. *An orphan boy and an orphan girl came before him. Said to them Raba, "Raise the stipend for the boy on account of the girl."*

B. *Said rabbis to Raba, "But lo, it is the master himself who has said, 'From real estate, but not from movables, whether for support or for payment or for the marriage contract or for maintenance'!"*

C. *He said to them, "If he wanted a slave girl to minister to him, should we not have provided enough money for him for that purpose? All the more so here, where the money serves two purposes [taking care of the boy, supporting the girl]!"*

**II.8** A. *Our rabbis have taught on Tannaite authority:*

B. **"All the same are landed property [property subject to a surety, which a claimant may seize if the defendant does not pay what is owing] and movables [property not subject to a surety, which a claimant may seize if the defendant does not pay what is owing], they may be seized for the support of a wife and daughters," the words of Rabbi.**

C. **R. Simeon b. Eleazar says, "Landed property [property subject to a surety, which a claimant may seize if the defendant does not pay what is owing] may be seized for the support of daughters from sons, and for**

daughters from daughters, and for sons from sons, for sons from daughters – when the estate is abundant, but not when it is small. Movables may be seized from sons for sons, for daughters from daughters, and for sons from daughters, but not from daughters for sons” [T. Ket. 4:18A-E]. [Slotki: Movable assets of the deceased in the possession of his sons are regarded as nonexistent so far as the daughters are concerned.]

*D. Even though for us it is an established fact that, where Rabbi differs from his colleague, the decided law accords with him, in this case, the decided law is in accord with R. Simeon b. Eleazar, for said Raba, “The decided law is, payment is exacted from landed property, not from movables, whether for the marriage settlement, maintenance, or a trousseau.”*

#### 4:7

- A. [If] he did not write a marriage contract for her,
- B. the virgin [nonetheless] collects two hundred [zuz in the event of divorce or widowhood],
- C. and the widow, a maneh,
- D. for this is [in all events] an unstated condition imposed by the court.
- E. [If] he assigned to her in writing a field worth a maneh instead of two hundred zuz, and did not write for her, “All property which I have is surety for your marriage contract,”
- F. he is nonetheless liable,
- G. for this is [in all events] an unstated condition imposed by the court.

#### 4:8

- A. [If] he did not write for her, “If you are taken captive, I shall redeem you and bring you back to my side as my wife,” or, in the case of a priest girl, “I shall bring you back to your town,”
- B. he is nonetheless liable [to do so],
- C. for this is [in all events] an unstated condition imposed by the court.

#### 4:9

- A. [If] she was taken captive, he is liable to redeem her.
- B. And if he said, “Lo, here is her writ of divorce and [the funds owing on] her marriage contract, let her redeem herself,”
- C. he has no right to do so.

- D. [If] she fell ill, he is liable to heal her.
- E. [If] he said, “Lo, here is her writ of divorce and [the funds owing on] her marriage contract, let her heal herself,” he has the right to do so.

- I.1** A. *Who is the authority behind our Mishnah paragraphs? It is R. Meir, who has said, “Whoever pays less to a virgin than two hundred zuz and to a widow less than a maneh – lo, this is fornication” [M. 5:1H]. For if we should suppose that it represents the position of R. Judah, has he not said, “If he wants, he writes to a virgin a bond for two hundred, and she writes, ‘I have received from you a maneh,’ and to a widow, he writes a bond for a maneh, and she writes, ‘I have received from you fifty zuz’” [M. 5:1F-G]?*
- B. *Then note what follows: [If] he assigned to her in writing a field worth a maneh instead of two hundred zuz, and did not write for her, “All property which I have is surety for your marriage contract,” he is nonetheless liable, for this is [in all events] an unstated condition imposed by the court. Does this not stand in line with the position of R. Judah, who has said, “Omission [in a bond of the clause] pledging property as security for a loan is classified as a mere error of the scribe”? If, by contrast, it should be proposed that this is the view of R. Meir, did he not rule, “Omission [in a bond of the clause] pledging property as security for a loan is not classified as a mere error of the scribe”? For we have learned in the Mishnah: [If] one found bonds of indebtedness, if [52A] they record a lien on [the debtor’s] property, he should not return them. For a court will exact payment on the strength of them. [If] they do not record a lien on property, he should return them, for a court will not exact payment on the strength of them,” the words of R. Meir. And sages say, “One way or the other, he should not return them. For a court will exact payment on the strength of them” [M. B.M. 1:6].*
- C. *Then the opening clause stands for the position of R. Meir, and the closing one, R. Judah. And if you should maintain that both stand for R. Meir, and that he treats the marriage contract as different from a bond of indebtedness, does he really draw such a distinction at all? And has it not been taught on Tannaite authority: Five classes of creditors may collect only from the unencumbered assets of the debtor, and these are they: creditors for produce [Kirzner, Baba Qamma 95A: a field full of produce in the hands of a purchaser was taken away through the fault of the vendor; the amount due to the purchaser for his loss of the actual field could be recovered even from*

property already in the hands of subsequent purchasers, while the amount due to him for the value of the produce he lost could be recovered only from property still in the hands of the vendor]; for amelioration showing profits [Kirzner: such as where the purchaser spent money on improving the ground which was taken away from him through the fault of the vendor]; for an undertaking to maintain the wife's son or the wife's daughter; for a bond of liability without a warranty of indemnity; and for the marriage contract of a wife where no property is made a security. *Now what authority have you heard who takes the view that omission of a warranty of indemnity is not merely an error made by the scribe and null? It is R. Meir, and the passage refers explicitly to the marriage contract of a woman.*

- D. *If you wish, I shall reply that our Mishnah paragraph stands for the position of R. Meir, and if you wish, I shall reply that it stands for the position of R. Judah.*
- E. *If you wish, I shall reply that it stands for the position of R. Judah:* In that case [Slotki: according to which the statutory sum may be reduced], she has written over to him, "I have received....," but here, she did not write in his favor, "I have received...."
- F. *If you wish, I shall reply that our Mishnah paragraph stands for the position of R. Meir: What is the meaning of he is nonetheless liable? He is liable to pay out of unencumbered assets.*

- II.1**
- A. **[If] he did not write for her, "If you are taken captive, I shall redeem you and bring you back to my side as my wife," or, in the case of a priest-girl, "I shall bring you back to your town," he is nonetheless liable [to do so], for this is [in all events] an unstated condition imposed by the court:**
  - B. Said the father of Samuel, "An Israelite's wife who was raped is forbidden to return to her husband, *for we take account of the possibility that*, while to begin with it was a rape, in the end it was a seduction."
  - C. *Objected Rab to Samuel's father: "If you are taken captive, I shall redeem you and bring you back to my side as my wife."*
  - D. *He shut up.*
  - E. *Rab recited concerning the father of Samuel the verse of Scripture, "The princes refrained from talking and put their hand on their mouth" (Job 29: 9).*
  - F. *So what was he supposed to say?*
  - G. In the case of a captive, rabbis imposed a more lenient ruling.

**II.2** A. *From the viewpoint of Samuel's father, how is it possible to imagine a rape in which the All-Merciful has permitted the wife to return to her husband?*

B. *It would be one in which witnesses attested that she screamed from beginning to end.*

C. *He differs from what Raba said, for said Raba, "In any case in which, while to begin with it was a rape, in the end it was a seduction, even if the woman said, 'Leave him alone,' and if she were not forced by him, she would have paid him to do it to her – she is permitted to return to the husband. How come? He aroused lust in her."*

**II.3** A. *It has been taught on Tannaite authority in accord with the position of Raba:*

B. "And she be not seized" (Num. 5:13) – she is forbidden; if she were seized, she is permitted. And you have another class of woman who, even though she was not seized, is still permitted to her husband, and what is that? It is any case in which while to begin with it was a rape, in the end it was a seduction."

**II.4** A. *It has been further taught on Tannaite authority:*

B. "And she be not seized" (Num. 5:13) – then she is forbidden; if she were seized, she is permitted. And you have another class of woman who, even though she was seized, is forbidden to her husband, and what is that? It is the wife of a priest.

**II.5** A. Said R. Judah said Samuel in the name of R. Ishmael, "'And she be not seized' (Num. 5:13) – then she is forbidden. Lo, if she had been seized, she would have been permitted. But there is another class of woman who even though she has been seized, she is still forbidden. And who is that? It is the woman whose betrothal was mistaken [e.g., a condition was attached to the betrothal but not met], who, even carrying her son on her shoulder, may exercise the right of refusal and just take off."

**II.6** A. *Said R. Judah, "Women who were kidnapped are permitted to return to their husbands."*

B. *Said rabbis to R. Judah, "But don't they bring bread with them?" [which shows they had a good time with the kidnappers (Slotki).]*



- C. *"It is because they were afraid."*
- D. *"But don't they hand them their arrows?"*
- E. *"It is because they were afraid."*
- F. *But they certainly are forbidden if the kidnappers release them but the women go along with them willingly.*

**II.7** A. *Our rabbis have taught on Tannaite authority:*

- B. **Those taken captive by the government are in the status of ordinary captives, those taken captive by thugs are not in the status of ordinary captives [cf. T. Ket. 4:5A-D].**

C. *But is there not a Tannaite formulation that reverses matters?*

D. *There is no contradiction between two versions on those taken captive by the government; the former refers to those taken captive by the government of Ahasuerus [the woman does not expect to be married to the king, so she would resist sexual relations with him], the latter to a woman taken captive by the government of Ben Naser [who might hope to marry the robber baron].*

E. *There is no contradiction between two versions on those taken captive by thugs: the former speaks of a thug like Ben Naser, the latter, just a common highwayman.*

**II.8** A. So can you call Ben Naser here a king, there a highwayman?

B. *Sure, compared to Ahasuerus, he was a highwayman, compared to any common thug, he was a king.*

**III.1** A. ...or, in the case of a priest girl, **"I shall bring you back to your town," he is nonetheless liable [to do so], for this is [in all events] an unstated condition imposed by the court:**

- B. Said Abbaye, "In the case of a widow married to a high priest, he still is obligated to ransom her, since to her applies the clause, **in the case of a priest girl, "I shall bring you back to your town."** In the case of a mamzer girl or a netinah girl married to an Israelite, the husband has no obligation to ransom her, since to her does not apply the clause, **"If you are taken captive, I shall redeem you and bring you back to my side as my wife."**
- C. Raba said, "In the case in which it is captivity that makes the woman forbidden to return to her husband, he is obligated to ransom her, but where the prohibition derives from some other source, he is not required to ransom

her.” [Slotki: In the case of a forbidden marriage, the clause, and take you again as wife, was originally invalid; then “bring you back to your town” is equally invalid; so he would not have the high priest ransom his wife, whom he married as a widow.]

D. *May we say that what is at issue is subject to dispute in the following Tannaite formulation:*

E. He who forbade his wife by vow from deriving benefit from him, and then she was taken captive –

F. R. Eliezer says, “He redeems her and pays off her marriage settlement.”

G. R. Joshua says, “He pays off her marriage settlement but does not have to redeem her.”

H. Said R. Nathan, “I asked Sumekhosh: ‘What R. Joshua said, “He pays off her marriage settlement but does not have to redeem her,” did he speak of a case in which he imposed the oath on her and then she was taken captive, or was it one in which she was taken captive and then he took the oath?’ And he said to me, ‘I have heard nothing on that item. But to me it appears that it is a case in which he took the oath pertaining to her and then she was taken captive, for if you say she was taken captive and then he took the oath, *then he could use a trick [to avoid having to ransom her]!*’”

I. *Now may we not say that at issue among these authorities is the case in which the husband was a priest who imposed an oath on his wife, and Abbaye makes his ruling along the lines of the position of R. Eliezer, and Raba took a position along the lines of that of R. Joshua?*

J. *Not at all. Here what is at issue? It is a case in which she took the oath and he confirmed it for her. R. Eliezer takes the view that he has put his finger between her teeth [the vow is his fault, since he could have annulled the vow, and he has caused the woman to be prohibited to him and has made the clause in the marriage contract inapplicable, so he has to pay for ransoming her], and R. Joshua maintains that she put her finger between his teeth.*

K. *So if she put her finger between his teeth, what has she to do with a marriage settlement [which she surely has forfeited]? And, furthermore, said R. Nathan, “I asked Sumekhosh: ‘What R. Joshua said, “He pays off her marriage settlement but does not have to redeem*

her,” did he speak of a case in which he imposed the oath on her and then she was taken captive, or was it one in which she was taken captive and then he took the oath?’ And he said to me, ‘I have heard nothing on that item’” – *but if she is the one who took the oath, what difference does it make to me whether she took the oath and then was taken captive, or she was taken captive and then took the oath? Rather, in point of fact, it is a case in which he took the oath, and Abbayye sorts matters out in accord with his thinking, and Raba sorts matters out in accord with his thinking.*

*L. Abbayye sorts matters out in accord with his thinking: In the case of a widow married to a high priest, no one disagrees: he is liable to redeem her. In the case of a mamzer girl or a netinah girl married to an Israelite, no one disagrees: he is not liable to redeem her. In the case of a priest who imposed an oath on his wife, too, there is no disagreement: he is liable to redeem her, since this is equivalent to a widow married to a high priest. Where there is a real disagreement, it concerns the case of one who has imposed an oath on a wife who is a mere Israelite. R. Eliezer is guided by her status to begin with [when the clause applied, and the obligation stands (Slotki)], R. Joshua, by her subsequent status.*

*M. Raba sorts matters out in accord with his thinking: In the case of a widow married to a high priest or a mamzer girl or a netinah girl married to an ordinary priest, all parties concur that he does not have to redeem her. Where there is a disagreement, it is in the case of one who imposes a vow on his wife, whether it is a woman married to a priest or a woman married to an ordinary Israelite. R. Eliezer is guided by her status to begin with, R. Joshua, by her subsequent status.*

- III.2 A.** [If] he did not write for her, “If you are taken captive, I shall redeem you and bring you back to my side as my wife,” or, in the case of a priest girl, “I shall bring you back to your town,” he is nonetheless liable [to do so], for this is [in all events] an unstated condition imposed by the court.
- B. *Our rabbis have taught on Tannaite authority:*
- C. If the woman was taken captive during the lifetime of her husband, but then he died, and her husband knew about her situation, his heirs have to ransom her,

but if her husband did not know about her situation, his heirs are not required to ransom her.

**III.3** A. *Levi considered making a practical decision in line with this Tannaite statement. Said to him Rab, “This is what my dear uncle [Hiyya] said: ‘The law is not in accord with that Tannaite statement, but rather, in accord with the following Tannaite statement, which has been taught on Tannaite authority: If a woman was taken captive after the death of the husband, it is not the duty of the orphans to ransom her, and moreover even if she was taken captive while the husband was alive and then he died, the orphans are not obligated to ransom her, since to her does not apply the clause of the marriage contract, ‘If you are taken captive, I shall redeem you and bring you back to my side as my wife.’”*

**III.4** A. *Our rabbis have taught on Tannaite authority:*

- B. If she was taken captive, and they demanded from her husband ten times her value, he still has to ransom her, at least once. Subsequently, however, he may ransom her if he wanted, but he does not have to do so if he doesn’t want to.
- C. Rabban Simeon b. Gamaliel says, **[52B]** “They do not ransom captives for more than they are worth, on account of good public order.”

D. *Lo, for what they are worth alone, do they ransom them, even though the cost of ransoming the wife is more than the value of her marriage settlement? And an objection is to be raised: If she was taken captive, and they demanded from her husband ten times her value, he still has to ransom her, at least once. Subsequently, however, he may ransom her if he wanted, but he does not have to do so if he doesn’t want to. Rabban Simeon b. Gamaliel says, “They do not ransom captives for more than they are worth, on account of good public order.”*

E. *Rabban Simeon b. Gamaliel gives two lenient rulings [the ransom need not exceed the actual value of the woman or the amount of her marriage settlement, whichever is less (Slotki)].*

**IV.1** A. **[If] she fell ill, he is liable to heal her. [If] he said, “Lo, here is her writ of divorce and [the funds owing on] her marriage contract, let her heal herself,” he has the right to do so:**

B. *Our rabbis have taught on Tannaite authority:*

- C. A widow is supported by the property of the orphans. If she requires medical care, lo, it is in the status of any other aspect of her support.
- D. Rabban Simeon b. Gamaliel says, “Medical care of fixed cost – she is healed at the expense of her marriage settlement. But as to medical care of unlimited cost – lo, that is equivalent to any other aspect of her support” [T. Ket. 4:5H-I].

**IV.2** A. Said R. Yohanan, “In the land of Israel they treat bloodletting as equivalent to medical care of unlimited cost.”

**IV.3** A. *The relatives of R. Yohanan had to support the father’s wife, who had to have medical attention every day. They came before R. Yohanan. He said to them, “Go, arrange with a physician to treat her for a fixed fee.”*

B. Said R. Yohanan, “We have treated ourselves as equivalent to legal counsel [to the plaintiff].”

C. So what did he think to begin with, and what did he think in the end?

D. *To begin with, he thought of the verse, “And that you not hide yourself from your own flesh” (Isa. 58: 7).*

E. *In the end he realized that a prominent authority is in a different category.*

#### 4:10

- A. [If] he did not write for her, “Male children which you will have with me will inherit the proceeds of your marriage contract, in addition to their share with their other brothers,”
- B. he nonetheless is liable [to pay over the proceeds of the marriage contract to the woman’s sons],
- C. for this is [in all events] an unstated condition imposed by the court.

#### 4:11

- A. [If he did not write for her,] “Female children which you will have from me will dwell in my house and derive support from my property until they will be married to husbands,”
- B. he nonetheless is liable [to support her daughters] ,
- C. for this is [in all events] an unstated condition imposed by the court.

## 4:12

- A. [If he did not write for her,] “You will dwell in my house and derive support from my property so long as you are a widow in my house,”
- B. [his estate] nonetheless is liable [to support his widow],
- C. for this is [in all events] an unstated condition imposed by the court.
- D. So did the Jerusalemites write into a marriage contract.
- E. The Galileans wrote the marriage contract as did the Jerusalemites.
- F. The Judeans wrote into the marriage contract, “Until such time as the heirs will choose to pay off your marriage contract.”
- G. Therefore if the heirs wanted, they pay off her marriage contract and let her go.

**I.1** A. [If he did not write for her, “*Male children which you will have with me will inherit the proceeds of your marriage contract, in addition to their share with their other brothers,*” he nonetheless is liable to pay over the proceeds of the marriage contract to the woman’s sons, for this is in all events an unstated condition imposed by the court:] Said R. Yohanan in the name of R. Simeon b. Yohai, “How come sages ordained the clause in the marriage contract covering ‘male children’? It is so that a man should be encouraged to provide for his daughter as much as for his son [since her male sons would inherit her estate].”

B. *So is there a parallel to a case in which the All-Merciful has said that the son is to inherit and the daughter not, but rabbis come along and ordain that the daughter also inherits?*

C. *This, too, derives from the Torah, for it is written, “Take you wives and beget sons and daughters, and take wives for your sons and give your daughters to husbands” (Jer. 29: 6) – now as to the counsel to marry off one’s sons, that is understandable, since it is within the father’s power to do just that, but as to giving the daughters, does he have the power to do that [since the man goes looking for the woman, not the reverse]? Lo, in this statement we are informed that a father has to provide for his daughter clothing and a trousseau and has to provide a dowry, so that people will come looking for her and marry her.*

D. *To what proportion of his assets?*

E. *Both Abbayye and Raba say, “To a tenth of his assets.”*

- I.2**    A. *So might one say that the sons will inherit what the mother got from her father, but not what she is getting from her husband [the marriage settlement and excess]?*
- B. *If so, then the father, too, will refrain from handing over a sizable dowry to his daughter.*
- C. *Then might one say that in a case in which the father wrote over assets to the daughter, the husband must add the cited clause, but where the father has not written over any dowry, the husband does not have to write over the stated clause?*
- D. *Rabbis made no such distinction.*
- E. *Then why should not a daughter of a woman who had no sons among sons of other wives not also inherit a share in the father's estate?*
- F. *Rabbis regard the marriage settlement in the category of an inheritance.*
- G. *Then why not invoke that clause, at any rate, for a daughter of a woman who had no sons among other daughters of other equally son-less wives, that she should inherit [among the other daughters]?*
- H. *Rabbis made no such distinction.*
- I. *Then why isn't the marriage settlement recoverable by the sons from movables as well?*
- J. *The rabbis treat the clause covering additional dowry as equivalent to the basic sum of the marriage settlement [which cannot be collected from the movables of the estate].*
- K. *Then why not permit distraint or property that was sold or mortgaged [so that the sons can collect what is coming to them from such property, as much as their mother can in recovering her marriage contract]?*
- L. *The operative language is **will inherit** [and an inheritance cannot be recovered from sold or mortgaged property].*
- M. *Then is it possible to recover the excess even if there was no surplus in the basic estate, over what is needed for the payment of the marriage settlements, of a least a denar [to see that all sons inherit at least something]?*

N. *Rabbis did not make an ordinance that would effect the nullification of the Torah's law of inheritance.*

**I.3** A. *R. Pappa was involved in the marriage of his son into the household of Abba of Sura [his father-in-law; the son was to marry the sister of his father's wife (Slotki)]. He went to have the marriage contract written for her. Judah bar Maremar heard. He came forth. When they came to the door of the house, [Judah] took his leave from him. He said to him, "Will the master come in with me"?*

B. **[53A]** *He saw that he didn't want to. He said to him, "What are you thinking? Is it because Samuel said to R. Judah, 'Sharpie! Don't have anything to do with transfers of inheritances, even from a bad son to a good son, because you don't know what the next generation is going to be for the good son, all the more so from a son to a daughter.' But this, too, is an ordinance of the rabbis, in line with what R. Yohanan said in the name of R. Simeon b. Yohai."*

C. *He said to him, "Well, that's true enough if it is done with the other's full consent. But is it the case even if it is imposed?"*

D. *He said to him, "So did I ever tell you, 'Come on in and make him do it'? What I said was, 'Come on in, but don't pressure him.'"*

E. *He said to him, "My very coming in would constitute a form of pressure."*

F. *In any event he went in, but shut up. [Abba] supposed that it was because he was agitated, so he wrote into the document as a dowry everything that he owned. In the end, he said to him, "Even now won't the master say a word? By the life of the master, I've left myself absolutely nothing!"*

G. *He said to him, "Well, so far as I am concerned, even what you've written into the document gives me no satisfaction."*



H. *He said to him, "Well, then, I retract."*

I. *He said to him, "I didn't tell you to make yourself into a giver-taker-backer."*

- I.4** A. *R. Yemar the elder asked R. Nahman, "If the wife sold her marriage settlement to her husband, does the marriage settlement clause covering the male children continue to prevail, or does that clause not prevail?"*
- B. *Raba said to him, "So raise the question in the case of a woman who forgave her marriage contract altogether?"*
- C. *He said to him, "No, I'm raising the question as to a case in which she sold it. For even though one may then allege that it was the need for ready cash that forced her to make the sale, one might claim that she is in the position of someone who got hit a hundred times with a hammer [but then conceded willingly, so the sale is treated in an ordinary way]. Would I then have to ask about the case of a woman who just forgave the marriage contract willingly? [Surely the same answer would apply anyhow.]"*
- D. *Said Raba, "It is obvious to me that if the wife sold her marriage settlement to third parties, the marriage settlement clause covering the male children does continue to prevail. How come? Because it was the need for ready cash that forced her to make the sale. And as to a woman who forgave her marriage contract altogether, the marriage settlement clause covering the male children does not continue to prevail. How come? Because she wanted to give up her claim."*
- E. *But then Raba raised this question: "If the wife sold her marriage settlement to her husband, is she in the status of one who sells it to others, or is she in the status of one who forgives the husband the requirement of paying it off?"*
- F. *After he raised this question, he went and solved it: "If the wife sold her marriage settlement to her husband, she is in the status of one who sells it to others."*
- G. *Objected R. Idi bar Abin, "And if she should die, the heirs of either one of the husbands do not inherit her marriage settlement [M. Yeb. 10:1M]. And we considered the matter in the following terms: What's her marriage settlement doing here? And said R. Pappa, 'Reference is made here to the clause in the marriage settlement covering male children' [that is, her sons are entitled to receive the payment of her marriage contract from the father's estate when he dies,*

even if she should die first and the father remarried and had more sons with the second wife; they get shares in the father's estate but also the marriage settlement of the mother; but here, they lose that claim (Slotki)]. *Now why should this be the case [that her children are so deprived]? Couldn't one argue here, too, 'She was overcome by lust [and that's why she remarried, but, having acted under compulsion, she does not deprive her children of their rights in her marriage settlement]'?*"

H. *In that case, loss of the marriage settlement is an extrajudicial penalty that rabbis imposed on her.*

- I.5** A. *In session Rabin bar Hanina before R. Hisda said in the name of R. Eleazar, "A woman who forgave her husband her marriage contract altogether has no claim on support."*
- B. *He said to him, "If you hadn't said it to me in the name of an eminent authority, I should have said to you, 'Who rewards evil for good, evil shall not depart from his house' (Prov. 17:13)."*

**I.6** A. *In session were R. Nahman, Ulla, and Abimi b. R. Pappi, with R. Hiyya bar Ammi in session with them. A man came by, whose betrothed wife had died. They said to him, "Go, bury her, or pay off her marriage settlement."*

B. *Said to them R. Hiyya, "We have learned as a Tannaite statement: If the betrothed wife of a priest [in a union which has not yet been consummated] dies, he is not to enter the state of a mourner, nor does he contract uncleanness on her account, and so, too, should he die prior to consummation of the marriage, she is not to enter the state of a mourner, nor does she contract uncleanness on his account. If she should die, he does not inherit her estate. If he dies, she does collect her marriage settlement. So the operative consideration is that he has died. Lo, if she should die, she does not have a claim on the marriage settlement."*

C. *How come?*

D. *Said R. Hoshayya, "I do not invoke in her connection the clause, 'If you marry another man, you will receive what is assigned to you in this document.'"*

- I.7** A. *When Rabin came, he said R. Simeon b. Laqish [said], "A betrothed woman who died has no claim on a marriage settlement."*

- B. *Said to them Abbayye, [53B] “Go, tell him: So take these benefits of yours, throw them onto thorns, for R. Hoshayya has already explained his tradition in Babylonia [so this ain’t no news].”*

**II.1** A. **If he did not write for her, “Female children which you will have from me will dwell in my house and derive support from my property until they will be married to husbands,” he nonetheless is liable to support her daughters, for this is in all events an unstated condition imposed by the court:**

- B. *Rab set forth as a Tannaite clause: “Up to the time that they are taken in marriage.”*

- C. *And Levi set forth as a Tannaite clause: “Until you reach pubescence.”*

D. *Then, is it the fact that from Rab’s viewpoint, then, the clause operates even though they have reached pubescence, and from Levi’s viewpoint, the clause operates even though they have been taken in marriage?*

E. *Rather, if the girl reached pubescence but was not married, or was married but did not reach pubescence, there is no dispute by either party. Where there is a dispute, it is in the case of a girl who was betrothed but had not yet reached pubescence.*

F. *And so did Levi set forth as a Tannaite rule: “...until you reach pubescence and the time comes for you to be married.”*

G. *Both conditions operate?*

H. *This is the sense of his statement: until either they reach pubescence or the time for marriage comes.*

**II.2** A. *[Rab and Levi’s dispute] follows the lines of the dispute among the following Tannaite authorities:*

B. *To what point is the daughter supported?*

C. *Until she is betrothed.*

D. *In the name of R. Eleazar they said, “Until she reaches pubescence.”*

**II.3** A. *R. Joseph set forth the following Tannaite statement: “Until they are wives.”*

B. *The question was asked: Is this a wife at the stage of betrothal or the wife at the stage of the fully consummated marriage?*

C. *The question stands.*

- II.4** A. *Said R. Hisda to R. Joseph, “Have you by chance heard from R. Judah whether a betrothed girl has a right to support or has no right to support?”*
- B. *He said to him, “Well, I haven’t heard anything by way of a tradition, but it stands to reason that she has no such right, for, once the husband has betrothed her, he is not going to want her to be degraded.”*
- C. *He said to him, “Well, since you haven’t heard anything by way of tradition, it stands to reason that she has every such right, for, since she’s not, after all, staying with him, he’s not going to throw money at her for nothing.”*
- D. *There are those who say:*
- E. *He said to him, “Well, I haven’t heard anything by way of a tradition, but it stands to reason that she has such a right, for, since she’s not, after all, staying with him, he’s not going to throw money at her for nothing.”*
- F. *He said to him, “Well, since you haven’t heard anything by way of tradition, it stands to reason that she has no such right, for, once the husband has betrothed her, he is not going to want her to be degraded.”*

- II.5** A. *They asked R. Sheshet, “Does a girl who exercises the right of refusal have the right to maintenance or not [deriving from her deceased father’s estate]?” [Slotki: The point of the question is whether the right of refusal dissolves the marriage retrospectively, so she resumes the status of one who has never been married and is supported until she is an adolescent; or since her husband has removed her from the father’s domain, she has no right of maintenance by his estate, and her exercise of the right of refusal does not restore her to that former status.]*
- B. *R. Sheshet said to them, “You have the following Tannaite statement: When a widow is in her father’s house, a divorcée in her father’s house, a woman awaiting levirate action in her father’s house, they have a claim on support. R. Judah says, ‘When she is still in her father’s house, she has the right to support. When she is not in her father’s house, she has no right to support.’ So isn’t R. Judah’s statement the same as the initial authority’s? So is not the case of the girl who exercises the right of refusal at issue between them? For the initial Tannaite authority maintains that she has such a right, and R. Judah maintains that she does not.”*

- II.6** A. *R. Simeon b. Laqish raised this question: “Is the daughter of a deceased childless brother’s widow entitled to support or is she not entitled to support?”*

*Since a master has said, ‘[The charge of] her marriage contract [falls] onto the property of her first husband [M. Yeb. 4:4B],’ she has no such claim; or perhaps, since the rabbis have made the ordinance that in any case in which she cannot collect a marriage settlement from the first husband, she has the right to claim it from the second, here she may claim it from the levir?”*

- B. *The question stands.* [Compare B. Yeb. 85A’s continuation of the same matter: *Said to them R. Sheshet, “You have learned in the Mishnah: [The charge of] her marriage contract [falls] onto the property of her first husband [M. Yeb. 4:4B], but if she was in a second remove of relationship to the husband, then even from the levir she gets nothing.” Does that language [then even from the levir she gets nothing] then imply that there are widows who do collect the marriage settlement from the levir [not from the estate of the first husband]?! The passage contains a flaw, and this is the sense of the matter: [The charge of] her marriage contract [falls] onto the property of her first husband [M. Yeb. 4:4B], but if she does not get the marriage settlement from the first husband, rabbis have provided her with a marriage settlement from the second. But if she was in a second remove of relationship to the husband, then even from the levir she gets nothing.”]*

**II.7** A. R. Eleazar raised this question: “Is the daughter of a consanguineous relative in the second remove of incest entitled to support or is she not entitled to support [from the estate of her deceased father (Slotki)]? **[54A]** *Since her mother has no claim on a marriage settlement, she has no claim on support, or perhaps, since it is her mother who has violated a prohibition, rabbis have imposed a penalty on her mother, but since she has done nothing to violate a prohibition, rabbis have not imposed a penalty on her?”*

- B. *The question stands.*

**II.8** A. *Raba raised this question: “Does the daughter of a betrothed wife have a claim for maintenance [out of the deceased father’s estates, if he had sons from another wife (Slotki)], or does she have no such claim? Since her mother has a right to a marriage contract, she has such a claim, or perhaps, since rabbis did not provide for the mother a marriage settlement prior to the consummation of the marriage, she has no such claim?”*

- B. *The question stands.*

**II.9** A. *R. Pappa raised this question: “Does the daughter of a woman who has been raped have a claim for maintenance [out of the deceased father’s estates, if he had sons from another wife (Slotki)], or does she have no such claim? In the*

*context of the position of R. Yosé b. R. Judah, there is no such problem, for he has said, 'She has a right to a marriage settlement of a maneh.' Where there is a problem, it is in the setting of the position of rabbis, who have said, 'The fine is regarded as a substitute for her marriage settlement.' Now what is the rule? Since the mother has no claim on a marriage settlement, she has no claim on maintenance? Or perhaps, what is the operative consideration for denying her marriage settlement? It is so that it should not be a light matter in his eyes to divorce her, but lo, in this case, he cannot divorce her."*

B. *The question stands.*

**III.1** A. **[If he did not write for her,] "You will dwell in my house and derive support from my property so long as you are a widow in my house," [his estate] nonetheless is liable [to support his widow], for this is [in all events] an unstated condition imposed by the court:**

B. *R. Joseph formulated a Tannaite statement: "In my house – but not in my shack, but in any event she has a claim on maintenance [even though she lives in her father's house]." [Slotki: Though she does not dwell in his house, she is still maintained by his estate.]*

C. *Mar bar R. Ashi said, "Even maintenance she does not get."*

D. *But the decided law does not accord with Mar b. R. Ashi.*

**III.2** A. Said R. Nahman said Samuel, "If she got a marriage proposal and consented, she has no claim on maintenance."

B. Lo, if she did not accept, then has she a claim on maintenance?

C. *Said R. Anan, "To me personally this matter was explained by Mar Samuel: If she said, 'I cannot consent because of Mr. So-and-so, my late husband,' she has every right to maintenance. If she said, 'It is on account of the sort of men who are not worthy of me,' she has no right to continued maintenance."*

**III.3** A. Said R. Hisda, "If she fornicated, she has no right to a claim for maintenance."

B. Said R. Joseph, "If she painted her eyes or rouged her face, she has no right to a claim for maintenance."

C. *He who says, "If she fornicated..." all the more so would say, "If she painted her eyes or rouged her face" [she has no right to maintenance], but he who says, "If she painted her eyes or rouged her face," would hold, "If she fornicated, she has no right to a claim for maintenance." How come? Lust overwhelmed her.*

- III.4** A. *The decided law is not in accord with all of these traditions, except for that which said R. Judah said Samuel, “[A widow] who lays claim in court for the payment of her marriage settlement no longer receives support [from her deceased husband’s estate].”*
- B. *Now she doesn’t, does she? But has it not been taught on Tannaite authority: If a woman sold off her marriage contract, gave her marriage contract as a pledge, mortgaged her marriage contract to a stranger, she has no claim on maintenance. So these don’t have such a claim, but [a widow] who lays claim in court for the payment of her marriage settlement does!*
- C. *In these other cases, whether she acted in court or not in court, she has no such claim, but in the case of claiming her marriage settlement, if she goes to court, she loses the right of maintenance, but if not, she does not lose that right.*

**IV.1** A. **So did the Jerusalemites write into a marriage contract. The Galileans wrote the marriage contract as did the Jerusalemites:**

- B. *It has been stated:*
- C. Rab said, “The law is in accord with the position of the Judaeans.”
- D. And Samuel said, “The decided law is in accord with the position of the Galileans.”
- E. *Babylon and its suburbs followed the practice of Rab, Nehardea and all its suburbs followed the practice of Samuel.*

**IV.2** A. *There was a woman of Mahoza who was married to a man from Nehardea. They came before R. Nahman. He heard from her accent that she was from Mahoza. He said to them, “Babylon and its suburbs followed the practice of Rab.”*

- B. *They said to him, “But lo, she’s marrying a man from Nehardea.”*
- C. *He said to them, “If so – Nehardea and all its suburbs followed the practice of Samuel.”*

**IV.3** A. *What is the extent of Nehardea’s influence?*

- B. *As far as the Nehardean qab measure is utilized.*

**IV.4** A. *It has been stated:*

- B. *As to paying off a widow –*
- C. Rab said, “They make an estimate of the value of what she is wearing [and charge that against the payment of the marriage settlement].”



- D. And Samuel said, “They do not make an estimate of the value of what she is wearing.”
- E. Said R. Hiyya bar Abin, “And the positions are reversed when it comes to a worker [leaving employment, who was provided clothing by the master; Samuel says the value of the clothing is deducted from the wages, Rab the opposite (Slotki)].”
- F. R. Kahana repeated as a Tannaite version: “And the same are the positions of each when it comes to a worker [leaving employment, who was provided clothing by the master].”

G. *And there is a mnemonic [for Rab’s position]: “The orphan and widow strip and get out.”*

**IV.5** A. *Said R. Nahman, “Even though we have learned a Mishnah paragraph that accords with the position of Samuel, the decided law accords with the view of Rab. For we have learned in the Mishnah: **All the same are the one who sanctifies his property and the one who pledges his own valuation: he has no claim either on his wife’s garment, or on his children’s garment, or on dyed clothes which he dyed for them, or on new shoes which he bought for them [M. Ar. 6:5A-B].**”*

B. *Said Raba to R. Nahman, “Well, since we have learned in the Mishnah a paragraph that accords with the position of Samuel, how come the decided law is in accord with the opinion of Rab?”*

C. *He said to him, “While apparently the passage runs along the lines of Samuel’s view, when you look into the matter, you see that the law really is in accord with that of Rab. How come? When he bought the clothing for her, it was in the assumption that she would live with him, not in the assumption that she would grab them and walk off.”*

**IV.6** A. *A daughter-in-law of the household of Bar Eliashib claimed payment for her marriage settlement from the orphans. She called them to court. They said to her, “It’s embarrassing to us that you should go dressed like this.” She went and clothed herself in every piece of clothing that she had. When they came before Rabina,*



he ruled for them, “The decided law is in accord with the position of Rab, who has said, ‘They make an estimate of the value of what she is wearing [and charge that against the payment of the marriage settlement].’”

**IV.7** A. *There was a dying man who said, “Provide out of my estate a trousseau dowry for my daughter.” The going price of a trousseau dowry went down. Said R. Idi bar Abin, “The surplus goes to the orphans.”*

**IV.8** A. *There was a dying man who said, [54B] “Four zuz worth of this wine is to go to my daughter.” The price of wine went up. Said R. Joseph, “The profit does to the orphans.”*

**IV.9** A. *Relatives of R. Yohanan had the task of providing for their father’s wife, who was a glutton. They came before R. Yohanan. He said to them, “Go and tell your father to assign some land to support her.”*

B. *Then they went before R. Simeon b. Laqish, who said to him, “All the more has he increased her support [over and above what she was getting before].”*

C. *They said to him, “But didn’t R. Yohanan say it?”*

D. *He said to them, “Go, pay her, and if not, I’ll shlep R. Yohanan out of your ears!”*

E. *They went before R. Yohanan. He said to them, “What shall I do? Someone who is as good as I am disagrees with me.”*

F. *Said R. Abbahu, “R. Yohanan explained the matter to me personally, saying, ‘[If the language used is,] “Toward maintenance,” he has increased the allowance [the word toward meaning, over and above]. But if the language he used was, “For maintenance,” then he has provided a fixed sum for her support.”’*