

VI.

BABYLONIAN TALMUD

ARAKHIN

CHAPTER SIX

FOLIOS 21B-24A

6:1A-C

- A. [The proclamation of the sale of goods of] orphans evaluated [by the court to meet the father's debt] is for thirty days.
- B. And [the proclamation of the sale of goods of] the sanctuary evaluated [by the court] is for sixty days.
- C. And they make an announcement morning and night.
- I.1** A. [And they make an announcement morning and night:] *For what reason [is the announcement made] morning and night?*
- B. Said Rab Judah said Rab, "It is the time at which workers go out [to the fields] and come back."
- C. [We make the proclamation] at the time that the workers go out to the fields, *for there may be someone who wants to buy. He may then say to the workers, "Go by the field and take a look at it for me."*
- D. At the time that the workers come back, *the man will remember what he had said [to the workers] and so will go and ask them [what they know about the field in question].*
- I.2.** A. *It has been taught on Tannaite authority along these same lines [following T.'s version:]*
- B. And [the proclamation of the sale of goods of] the sanctuary evaluated [by the court] is for thirty days.
- C. And they make an announcement morning and night [M. Ar. 6:1A-C].
- D. When the workers come in and when the workers go out,
- E. they state the traits [of the property]: how much it was worth, and how much one demands for its redemption for the purpose of paying a woman her ketubah and a creditor his debt [T. Ar. 4:13].

- F. *For what reason does the framer of the passage specify: **for the purpose of paying a woman her ketubah and a creditor his debt?***
- G. *Because there are some who prefer to deal with a creditor, who will take a lenient view of the condition of the coins in which he is paid [knowing which will depreciate, and which can be accorded full value],*
- H. *while there are those who prefer to deal with a woman, [who, living on the funds] will accept payment in installments.*
- I.3. A. [22A]** *Our rabbis have repeated [on Tannaite authority]: “The proclamation of the sale of goods of orphans evaluated by the court to meet the father’s debt is for thirty days, and the proclamation of the sale of goods of the sanctuary evaluated by the court is for sixty days” [M. 6:1A-B], the words of R. Meir.*
- B. *R. Judah says, “The proclamation of the sale of goods of orphans evaluated by the court to meet the father’s debt is for sixty days, and the proclamation of the sale of goods of the sanctuary evaluated by the court is for ninety days.”*
- C. *And sages say, “In both cases, the proclamation is for sixty days.”*
- D. *Said R. Hisda said Abimi, “The law is that the proclamation of the sale of goods of orphans evaluated by the court to meet the father’s debt is for sixty days [vs. Meir].”*
- E. *R. Hiyya bar Abin was in session and reporting the tradition [just now cited]. Said to him R. Nahman bar Isaac to R. Hiyya bar Abin, “Did you say for sixty or for thirty days?”*
- F. *He said to him, “Sixty.”*
- G. *“Of orphans or of the sanctuary?”*
- H. *He said to him, “Of orphans.”*
- I. *“In accord with R. Meir or in accord with R. Judah?”*
- J. *He said to him, “In accord with R. Meir.”*
- K. *“But lo, R. Meir spoke of thirty [days, not sixty]!”*
- L. *He said to him, “This is what R. Hisda said, ‘I took many beatings from Abimi on account of this teaching [so as to remember it well]: “If one comes to make a proclamation on successive days, it is for thirty days. If it is to be on Mondays and on Thursdays only, it is for sixty days.” [Jung, p. 127, n. 1: Until I learnt to understand its apparent contradictions. Abimi taught him that the property of orphans must be proclaimed on the view of R. Meir for sixty days. The disciple, however, knew the above cited Baraitha, that R. Meir limited it to thirty days and thus raised an objection against his Master’s teaching. He had forgotten, however, the instruction offered by the same Master, according to which ‘thirty days’ referred to consecutive ones, whereas ‘sixty days’ were required if the proclamation took place only on Mondays and Thursdays. He could thus appreciate his colleague’s bewilderment from his own experience of the difficulty].*
- M. *“And even though you, Sir, were to count the days on which proclamation is actually made as eighteen, since the matter is protracted, people will hear about it.” [Jung, p. 127, n. 2: In sixty days there are eight weeks, containing together sixteen Mondays and Thursdays. If the first week started with a Monday, the four remaining days would include one Monday and Thursday again, which would*

together amount to the eighteen days, during which the news of such proclamation is made.]

The Sale of an Estate: Under What Conditions?

In what follows, I.4-9, we have what must be regarded as a single and protracted discussion, intersecting with the Mishnah-passage at hand but essentially taking up other principles entirely. The construction is magnificent in its proportion and balance, turning in succession to several possible positions and allowing each to have its say. Because unit I.4 adduces as a test of the theories with which it is concerned the very Mishnah-paragraph at hand, the entire construction has been inserted whole. But, it is clear, it has its own problems, and its principle locus must be in connection with payment of the woman's marriage-settlement and not the mode of collection of debts from estates. That the entire construction was complete before insertion here goes without saying.

- I.4.** A. Said R. Judah, "Said R. Assi, 'The property of orphans is seized for sale [to cover a debt] only in a case in which interest charges were eating up the estate.'
- B. "And R. Yohanan says, 'Either to pay off a bond that entails interest-payments or to pay off the marriage-settlement owing to a woman, on account of the requirement that, until the settlement is made, the estate has to support the woman [and hence the unpaid settlement constitutes a long-term charge].'"
- C. *Now as to R. Assi, why did he not specify that the estate may dispose of property to pay off the marriage-settlement owing to a widow?*
- D. *It was because rabbis have provided for the yield of the woman's labor [to go to the estate in exchange for her support. Hence, in effect, she supports herself, so there is no on-going depletion of the estate.]*
- E. *But the other party? [Why does Yohanan regard support for the widow as adequate cause to distrain the estate's property?]*
- F. *There are times in which the woman's wages do not suffice [to pay the cost of her maintenance.]*
- G. [We now test the conflicting theories, A, B:] *We have learned in the Mishnah: **The proclamation of the sale of goods of orphans evaluated by the court to meet the father's debt is for thirty days. And the proclamation of the sale of goods of the sanctuary evaluated by the court is for sixty days. And they make an announcement morning and night [M. 6:1].***
- H. *With what sort of case do we deal? If we should [claim to] deal with a gentile creditor, would he be willing to wait [for the process of announcing the availability of the property? Obviously not.]*
- I. *Accordingly, we must deal with an Israelite creditor [of the estate]. But if [in his case] interest is consuming the estate, would we permit [such a situation to continue? An Israelite cannot collect interest from another Israelite anyhow, and the court would not enforce his claim.]*
- J. *It follows that we deal with a case in which interest is not eating up the estate. And lo, the case specifies that **we distrain [and sell the property].***
- K. *Now R. Yohanan may readily assign the statement to the case of the sale of property to pay off the marriage-settlement of a widow. But in regard to R. Assi's*

position, we recognize a problem [in reckoning with the sort of situation to which the Mishnah-passages refers].

- L. *R. Assi may respond to you, And is the matter so simple for R. Yohanan? Do we permit [during the period of the proclamation of sale] the woman to collect her maintenance, which assuredly constitutes a charge to the estate, and proceed to issue a proclamation, out of which we do not know whether we shall or shall not produce a profit?*
- M. *Lo, that is not a problem [from Yohanan's viewpoint], for we deal with a case in which the woman lays claim in court to the payment of her marriage settlement. And that is in accord with what Rab Judah said Samuel said.*
- N. For Rab Judah said Samuel said, "[A widow] who lays claim in court for the payment of her marriage-settlement no longer receives support [from her deceased husband's estate]."
- O. *If that is the case, then there is no basis for acting in her behalf and distraining [and selling the property, since there is no on-going charge against it].*
- P. *[No, that is not an argument, for], since, to begin with, we have taken up her case, at the end we continue to deal with her case [in accord with the procedure specified at M. 6:1].*
- Q. *In any event there is a problem for R. Assi [in the Mishnah-passages at hand].*
- R. [He may reply that] in the end we deal with a gentile creditor, but it is one who agreed to abide by Israelite law. [That would solve the problem addressed to Assi, H, above.]
- S. *[That really does not solve the problem, because] if this is the case [that the gentile has agreed to abide by Israelite law], then he also should not collect interest.*
- T. *In the case at hand, he accepted one set of rules but did not accept another set of rules, [and he will collect the interest to which he is entitled].*
- U. *[Pursuing the problem further, we proceed:] Come and listen: "One may collect [a debt] from orphans' property only from real estate of the poorest quality."*
- V. *With what sort of case do we deal?*
- W. *If we maintain that we deal with a gentile creditor, will he agree [with such a rule? Obviously not.] Rather, it is self-evident that we deal with an Israelite creditor.*
- X. *But if in his case interest is consuming the estate, would we permit [such a situation to continue? An Israelite cannot collect interest from another Israelite anyhow, and the court would not enforce his claim.]*
- Y. *Accordingly, we deal with a case in which interest is not eating up the estate. And lo, the [Mishnah-paragraph] specifies that we distrain [and sell the property].*
- Z. *Now R. Yohanan may readily assign the statement to the case of the sale of property to pay off the marriage-settlement of a widow. But in regard to R. Assi's position, we recognize a problem [in reckoning with the sort of situation to which the Mishnah-passages refers].*
- AA. *R. Assi may respond to you, "And is the matter so simple for R. Yohanan? Why do you regard it as obvious that we deal with the property of orphans? Even from*

the man's own property one would collect [the woman's marriage settlement] from real estate of the poorest quality."

- BB. *No, that would not constitute a difficulty [for Yohanan]. The passage at hand accords with the principle of R. Meir, who has said, "The marriage settlement of a widow is collected from real estate of middling quality and in the case of collection from orphans [only], from real estate of the poorest quality." [So the conditions facing Yohanan have been adequately met.]*
- CC. *In any event there is a problem for R. Assi [as we recognize, since he has to explain how the law at hand accords with his theory of matters as stated above, A].*
- DD. *[He may reply that] in the end we do deal with a gentile creditor, but with one who has agreed to abide by Israelite law.*
- EE. *[That really does not solve the problem, because] if this is the case [that the gentile has agreed to abide by Israelite law], then he also should not collect interest.*
- FF. *In the case at hand, he accepted one set of rules but did not accept another set of rules [and he will collect the interest to which he is entitled].*
- GG. *[Pursuing the problem further, we proceed:] Come and listen: "Either to pay off a bond that entails interest payments or to pay off the marriage-settlement owing to a woman" [B].*
- HH. *Now neither one authority nor the other would have difficulty dealing with the case of the creditor, as we have indicated earlier.*
- II. *As to the collection of the marriage-settlement, so far as R. Yohanan is concerned, there is no problem. But in accord with R. Assi's explicit statement, there is a problem.*
- JJ. *[He would reply], "With what sort of case do we deal here? It is a case in which the debtor has conceded the debt [on which account, since prior to death, the deceased ordered his children to pay the debt, it must be paid, and, for that purpose, the property will be sold.]"*
- KK. *Once you have come to that point, then all of the foregoing cases also can be understood [by Assi] as referring to a situation in which the deceased has conceded the debt [and ordered it to be paid].*
- I.5.** A. *[Acting as judge], Mar Amemar ordered the collection of the marriage-settlement owing to a divorced wife from the property of the orphans [that is, the estate of the deceased, who had divorced the wife earlier but not yet paid off her claim].*
- B. *Said Rabina to Amemar, "Did not R. Judah say R. Assi said, 'The property of orphans is seized for sale [to cover a debt] only in a case in which interest charges were eating up the estate,'"*
- C. *"and R. Yohanan says, 'Either to pay off a bond that entails interest-payments or to pay off the marriage-settlement owing to a woman, on account of the requirement that, until the settlement is made, the estate has to support the woman?'"*
- D. *Now even in the opinion of R. Yohanan, that rule applies only to a widow, who imposes a charge on the estate on account of the maintenance that is due her.*

- E. *But in regard to collection of what is owing to a divorced wife, he did not lay down any such rule.*
- F. He said to him, “We rule in accord with R. Yohanan only on account of protecting the woman’s attractiveness [so that she may collect her support so as to maintain appearances, and so attract a new husband].”

I.6. A. *Said R. Nahman, “Formerly I should not be willing to distraint the property of orphans. But now that I have heard what R. Huna, our colleague, has stated in the name of Rab, namely, ‘Orphans who consume what does not belong to them [that is, what is owing for debts of their father] should go after the one who has left them [namely, should follow the fate of the deceased and die], I distraint their property [for their own sake].”*

- B. *Why, in the beginning, did he not do so?*
- C. *Said R. Papa, “Paying off a debt constitutes a religious duty, and the orphans are not yet obligated to carry out a religious duty.”*
- D. *R. Huna, son of R. Joshua, said, “I conjecture that the deceased may have left bundles [of goods] as security [for the debt, and the creditor can plan to keep the property. That is something of which the heirs would not necessarily be informed. Hence one would not collect debts from the estate, on the possibility that the deceased had made other provisions for paying those debts].”*
- E. *What would be at issue [between Papa and Huna]?*
- F. *A case in which the debtor concedes [the debt], or one in which [sages had excommunicated him, and he died subject to excommunication. [That is, the deceased had been excommunicated for non-payment of debts. There is then no possibility of his having made provision for paying the debts, since, when he died, he was still subject to the penalty for non-payment.]*
- G. *They sent word from over there [in the Land of Israel] that the case indeed involves a deceased who had been excommunicated for non-payment of debts and who had died in that condition, and the law accords with the view of R. Huna, son of R. Joshua.*

I.7. A. **[22B]** *We have learned in the Mishnah: The proclamation of the sale of goods of orphans evaluated by the court to meet the father’s debt is for thirty days. And the proclamation of the sale of goods of the sanctuary evaluated by the court is for sixty days. And they make an announcement morning and night [M. 6:1].*

- B. *With what sort of case do we deal? If we should deal with a gentile creditor, would he be willing to wait? [Obviously not.]*
- C. *Accordingly, we must deal with an Israelite creditor.*
- D. *Now to be sure, in the view of R. Huna, son of R. Joshua, we may interpret the case to speak of a case in which the debtor conceded the debt.*
- E. *But in the view of R. Papa, we have a problem [since why should orphans have to pay this debt anyhow]?*
- F. *R. Papa may say to you, “If you wish, I may interpret the case to be speaking about the paying of a woman’s marriage-settlement, since by reason of preserving her attractiveness [she continues to claim support*

from the estate, and so constitutes an on-going charge, which should be removed].

- G. *“And if you wish, I shall interpret the case to speak of a gentile creditor, but one who agreed to abide by Israelite law.”*
- H. *If he agreed to abide by Israelite law, then let him wait until the orphans come of age. [Why act now?]*
- I. We deal with a case in which he accepted Israelite law for one purpose but not for another. [He agreed to allow the court to make appropriate provision for sale of the property, in accord with M. 6:1, hence would wait for two months or so. But he did not agree to wait for many years.]
- J. *Come and listen:* “Either to pay off a bond that entails interest payments or to pay off the marriage-settlement owing to a woman.
- K. *With what sort of case do we deal? If one proposes that we deal with a gentile creditor, would he be willing to wait so long? But it is self-evident that we deal with an Israelite creditor.*
- L. *Now R. Huna, son of R. Joshua, has no difficulty here, for he may interpret the law to speak of a case in which the debtor has conceded the debt [as before].*
- M. *But in the view of R. Papa, [how do we explain matters?] To be sure, [we order payment of the marriage-settlement] on the principle of preserving the widow’s attractiveness, but the matter of the pay-off of the debtor presents a problem.*
- N. [It poses no problem, for] we speak of a gentile creditor, but one who agreed to abide by Israelite law.
- O. *If he agreed to abide by Israelite law, then let him wait until the orphans come of age.*
- P. We deal with a case in which he accepted Israelite law for one purpose but not for another.
- I.8.** A. Raba said, “[We do not distraint orphans’ property] on account of a quittance. [The deceased may have received from the creditor a receipt for payment of the debt, and there is the possibility that the orphans do not have knowledge of the availability of that receipt.]”
- B. *Said R. Huna, son of R. Joshua, to Raba, “Do we take account of the possibility of the existence of a receipt? And have we not learned: ‘A woman who collects [her marriage settlement] not in the presence of the husband does so only by taking an oath [to prove that she has not earlier been paid off]’ [M. Ket. 13:4].*
- C. “And in this connection, has not R. Aha, head of the fortress, stated, ‘There was a case that came before R. Isaac, the smithy, in Antioch, on which he ruled that the teaching at hand applies only to the collection of the marriage-settlement of a woman, on account of the considerations of preserving her attractiveness. But as to collection of a debt, the rule does not apply. [No oath can be taken in such a case].’”
- D. “And Rabbah said, ‘R. Nahman [ruled that] even in the case of a creditor, one may also [impose the oath].’”

- E. *“Now if one is supposed to take account of the existence of a receipt [for payment of the debt = A], there too we should take account of that same possibility, [but we see that Rabbah, D, does not do so].”*
- F. *He said to him, “There the law is in accord with the reason that we have stated: ‘So that everyone should not grab his fellow’s money and go overseas.’ [On that account, in the case at hand, we do not accept the possibility of taking an oath and collecting the debt. The issue of the quittance is not pertinent.]”*

I.9. A. Said Raba, “The law is that we do not distraint the property of orphans.

- B. “But if the father had said, ‘Pay out,’ we do distraint [that property].
- C. “[If he said], ‘This field,’ or ‘This mana,’ they do distraint the property but do not appoint a guardian [in that connection]. [The specified property is simply handed over.]
- D. [If he said,] ‘A field,’ or ‘A mana,’ without further specification, they do distraint the property, but they also appoint a guardian [to oversee the sale].”
- E. *The Nehardean sages stated, “In all cases they do appoint a guardian, except in the case of a field which turns out not to belong to the deceased. [Witnesses prove he did not own it.] For in such a case, we confirm the testimony of the witnesses [that the deceased acquired the field improperly] and we do not assume that the witnesses are liars.”*
- F. *Said R. Ashi, “Therefore [if there is the possibility that the deceased has handed over security to the creditor], we do not distraint the property.*
- G. “For lo, Raba has said, ‘The law is that we do not distraint the property of property.’
- H. *“But if we do distraint that property, we also appoint a guardian [to oversee the sale].*
- I. *“For the Nehardean sages have stated, ‘In all cases they do set up appoint a guardian, except in the case of a field which turns out not to belong to the deceased, for in such a case, we confirm the testimony of the witnesses, and we do not assume that the witnesses are liars.”*

The court has to evaluate and sell the real estate of minor heirs for sale in payment of the father’s debts. For thirty days the auction is advertised, to secure as large a number of bidders as possible. M. 6:1B goes over the same ground, now in connection with property of the Temple. And C is secondary. I.1-3 take up the Mishnah and complement it in two ways. First, the Talmud supplies reasons for the Mishnah’s rules. Second, the Talmud further introduces further Tannaite statements on the same matter or phrasing of the same rule.

6:1D-J

- D. [23A] He who sanctifies his property,**
- E. and there was incumbent upon it the payment of his wife’s ketubah —**
- F. R. Eliezer says, “When he divorces her, he takes a vow not to enjoy any benefit [from her].” [This indicates he has no intention of committing fraud. For had he not taken the vow, he might have divorced the woman, so that**

her ketubah would be paid from the sanctified property, whereupon he would remarry her. But by vowing that she have no benefit from him, he indicates this is not the case.]

G. R. Joshua says, “He need not do so.”

H. Along these same lines did Rabban Simeon b. Gamaliel say, “Also: He who was a guarantor for a woman in respect to her ketubah, and her husband divorced her —

I. “let him [the husband] impose on her a vow not to enjoy any benefit from him.

J. “lest he [the husband] conspire against the property of this one [the guarantor], and then take his wife back [after she had collected her ketubah from the guarantor].”

I.1 A. *In what matter do [Eliezer and Joshua] differ?*

B. *R. Eliezer maintains the theory that a person will enter a conspiracy against the property of the sanctuary. [Therefore we take measures to forestall it.]*

C. *R. Joshua maintains the theory that someone will not enter a conspiracy against the property of the sanctuary.*

D. *Now take account of the following: R. Huna said, “A dying man who sanctified all his property [to the temple] but said, ‘I have a mana belonging to Mr. So-and-so’ [which is to be paid to him out of the consecrated property] is believed, in the presupposition that a person does not engage in a conspiracy against the sanctuary.” May we then say that Huna’s position takes up an issue on which Tannaite authorities differ?*

E. *No, the dispute [of Eliezer and Joshua] concerns a healthy person. But as to a dying person, all parties concur that a person does not engage in a conspiracy against the sanctuary.*

F. *Why not? Because a person does not commit a sin without some benefit accruing therefrom.*

G. *There are those who report matters quite differently, namely: All parties do not differ that a person will enter a conspiracy against the sanctuary. Here, however, the dispute concerns whether a vow that is made in public [can be annulled].*

H. *One authority (Joshua) maintains that such a vow may be annulled [in which case there is no reason to make the husband vow since he can subsequently retract], and the other party (Eliezer) holds that there is no possibility of remitting such a vow. [Therefore by forcing the husband to vow, we are certain he will not defraud the sanctuary.]*

I. *If, further, you wish, I may maintain even that all parties concur that, in the case of a vow which is made in public, there is the possibility of remission. But here we deal with a vow which is affirmed by the public.*

J. *But there is that which Amemar stated, “A vow which is made in public nonetheless is subject to remission, but a vow which is affirmed by the public may not be remitted.” Did Amemar then make a statement on a matter on which Tannaite authorities are in disagreement?*

- K. And, furthermore, R. Joshua says, “He need not do so” — *but the language he ought to have used is, “It is useless.” [The vow is subject to remission, so there is nothing accomplished through precautionary measures.]*
- L. *Rather, at issue between the authorities at hand is whether one may seek absolution for a vow governing what has been sanctified. [Eliezer takes the view that such a vow cannot be nullified. Therefore as a last resort a couple may conspire in the way described at M. 6:1D-E. Joshua takes the position that such a vow may be remitted, so there is no need for the couple to undertake the sort of conspiracy as is at hand.]*
- M. *For lo, it has been taught on Tannaite authority: **He who sanctifies his property and there was incumbent upon it the payment of his wife’s ketubah — R. Eliezer says, “When he divorces her, he imposes on her a vow not to enjoy any benefit from him.” R. Joshua says, “He need not do so” [M. 6:1D-G].***
- N. R. Eleazar b. R. Simeon said, “At hand are the views of the House of Shammai and the House of Hillel. For the House of Shammai say, ‘What is consecrated in error remains consecrated, [and the act of consecration cannot be annulled, just as Eliezer maintains].’
- O. “And the House of Hillel say, ‘What has been consecrated in error is not validly consecrated’ [just as Joshua has said].”

II.1. A. Along these same lines did Rabban Simeon b. Gamaliel say, etc. [M. 6:1H]:

- B. *Moses bar Asri was guarantor of the marriage-settlement payment of his daughter-in-law. His son, R. Huna, was a young apprentice of rabbis and was in difficult circumstances. Said Abayye, “Is there no one to advise R. Huna to divorce his wife, so that she may claim payment of her marriage-settlement from his father, and then he may remarry her.”*
- C. *Said Raba to him, “But we have not learned in the Mishnah: **Let the husband impose on her a vow not to enjoy any benefit from him [M. 6:1I].**”*
- D. *And Abayye [replied], “Does everyone who issues a writ of divorce do so in a court [which will enforce that provision]?”*
- E. *In the end it became known that [Huna] was a priest [who could therefore not remarry his wife once he had divorced her].*
- F. *Said Abayye, “Poverty pursues the poor.”*
- G. *And could Abayye have said such a thing? But did not Abayye say, “Who is a deviously wicked person? It is someone who gives advice to sell property in accord with the principle of Simeon b. Gamaliel” [at B. Ket. 95b, where Simeon gives advice on how to trick someone. Yet Abayye has done the same here.]*
- H. *The case of one’s son is different, and the case of a young associate of rabbis also is different. [Abayye had two good reasons. Huna would get the money anyhow. It is, further, a religious duty to support young rabbis while they study.]*
- I. *This case proves that one who is a pledge for payment of a marriage-settlement is not responsible for it.*
- J. **[23B]** *[Not so!] He [Moses bar Asri] was in the status of a guarantor [who had assumed the obligation unconditionally].*
- K. *That answer leaves no problems for him who maintains that a person in that status is encumbered even though the borrower does not have property.*

- L. *But in the view of him who says that if the borrower has property, the person in the stated status is responsible, but if he has no property, he is not responsible [to pay off what is owing], what is there to say [since Huna apparently had no property]?*
- M. *If you wish, I may propose that R. Huna indeed did have property, but it was blighted.*
- N. *And if you wish, I shall say that, so far as a father is concerned for his son, he is always held responsible.*
- O. *For it has been stated:*
- P. *One who serves as a pledge, in the opinion of all parties, is not held responsible [if he has no property when the claim is made].*
- Q. *One who unconditionally assumes the obligation to guarantee a debt, in the view of all parties, is held responsible to pay up the debt.*
- R. *[In the case of] one who serves as a pledge for a debt or as a guarantor of payment of a marriage-contract, there is a dispute.*
- S. *There is he who has said that, if the borrower has property, the pledge is held responsible, while if the borrower has no property, he is not held responsible.*
- T. *There is he who maintains that, even though he has not got any property, he is held responsible.*
- U. *And the decided law in all cases it is that even though [the debtor] has no property, the pledge or guarantor is held responsible, except in the case of one who serves as a pledge for payment of a marriage settlement, in which instance, even though the debtor has property, such a one is not held responsible.*
- V. *What is the reason [for this lenient ruling]?*
- W. *It is a religious duty that he has carried out, [to help the two get married] and he has not caused a loss for the woman [since she has lent no money to her husband on the strength of the guarantee of the marriage-settlement].*

II.2. A. *There was a man who sold his property and then divorced his wife.*

- B. *R. Joseph son of Raba sent to R. Papa with the following question: "We have learned the rule governing the pledge, likewise the rule governing a case in which the husband consecrated the property. But what is the rule in the case of the purchaser? [Do we invoke the rule of M. 6:1H-J?]*
- C. *He said to him, "Will the Tannaite authority of the passage go on listing items like a peddler? [All cases are covered by the two examples at hand, and the omission of the matter of the purchaser is not because the law is any different]."*
- D. *The Nehardean sages say, "What we have learned explicitly, we have learned, and what we have not learned, we have not learned."*
- E. *Said R. Mesharsheya, "What is the reason for the contrary view of the Nehardeans? In respect to what has been consecrated, the reason [for invoking the stated provision] is on account of securing the profit accruing to the sanctuary.*
- F. *"In the case of the pledge, also, it was a matter of the guarantor's having done a religious duty, and he caused the woman no loss.*

- G. *“But in the case of a purchaser, since he should have known that in the case of everyone’s property, there is a lien for payment of a marriage-contract [which is a standard provision everywhere], why did he go and buy the property at all? He is the one who caused himself to sustain the loss at hand.”*

The issue of M. 6:1D-E is joined because it refers to property owned by the Temple. That is, the man has sanctified property to the Temple. But the property also is subject to a prior lien for his wife’s ketubah. Now if he should divorce her so that her ketubah becomes due, it must be paid from the sanctified property. If, then, he should remarry her, it will turn out that he has regained the sanctified property by subterfuge. Accordingly, Eliezer requires that a husband be subjected to a vow not to derive benefit from her, so that he cannot remarry her after she has collected her ketubah from the sanctified property. The concern is that he divorce her so that she collect her ketubah from the sanctified property and then he remarry her (J). Joshua does not require such an oath, in the theory that people will not conspire against the Temple. H-I are glossed by J, which, of course, we read into F. H restates D-E with its own secondary accretion, the guarantor of the ketubah. What Simeon adds, therefore, is that the rights of civil creditors are protected against conspiracy as are those of the sanctuary. The Talmud first works out what is at issue here, with an extended picture of the principle disputed between Joshua and Eliezer at unit I. II.1 proceeds to a secondary question, namely, the responsibility of a guarantor of a marriage-settlement to pay up. This is a clear amplification of M. 6:1H-J. The remainder works on the same theme, but now moves beyond the limits of the Mishnah’s case, as is explicitly stated.

6:2

- A. **He who sanctifies his property,**
- B. **and there were incumbent upon him payment of his wife’s ketubah and a debt —**
- C. **the wife cannot collect her ketubah from the sanctified property, nor the creditor his debt.**
- D. **But he who redeems [the property] redeems it on condition of paying the woman her ketubah and the creditor his debt.**
- E. **He who sanctified [property worth] ninety manehs, and his debt was a hundred manehs —**
- F. **he [the debtor] adds another denar and redeems these possessions,**
- G. **on condition of paying the woman her ketubah and the creditor his debt.**

I.1 A. *Why is it necessary to use the formulation, He who redeems redeems [M. 6:2D]?*

B. *It is on account of the reason specified by R. Abbahu.*

C. For R. Abbahu said, “It is so that people should not say that what has been consecrated goes forth [from the ownership of the Temple] without being redeemed. [So the woman or the creditor cannot collect from the Temple what is owed to them, but the property must be redeemed from Temple ownership and then they collect from the proceeds.]”

II.1 A. **[He who sanctified [property worth] ninety manehs, and his debt was a hundred manehs — he [the debtor] adds another denar and redeems these**

possessions, on condition of paying the woman her ketubah and the creditor his debt:] *The Mishnah-passage [at M. 6:2E-F] does not conform to the principle of Rabban Simeon b. Gamaliel.*

- B. *For it has been taught [at T. Ar. 4:7C]: Rabban Simeon b. Gamaliel says, “If the debt that the man owed was the same as the value of the property he sanctified, he redeems [the property], and if not, he does not redeem it.” [If the creditor may be assumed in making the loan to have relied on the security of the property at hand, it may be retrieved from the Temple. But if the debt was much greater, then we assume that the creditor did not rely upon the security represented by the property but instead made a judgment of the character of the debtor. In that case the loss is his.]*
- C. *And as to rabbis, to what extent [must the value of the property match the debt that is owed for us to invoke the stated procedure?]*
- D. *Said R. Huna bar Judah said R. Sheshet, “Up to half.” [The value of the property must be at least half of the amount of the debt that is owed. In that case, we follow the procedure at M. 6:2E-F.]*

The point of M. 6:2A-C of course is evident from M. 6:1, which has made clear that the ketubah or the debt cannot be collected from the property which has been sanctified. That is, after all, the point of M. 6:1. Accordingly, D provides the proper procedure. The one who purchases (redeems) the property from the sanctuary pays as redemption only the amount in excess of the cost of the ketubah and the debt, and now, in addition to what he pays to the sanctuary pays as redemption only the amount in excess of the cost of the ketubah and the debt, and now, in addition to what he pays to the sanctuary, he also pays the woman and the creditor what is owed them. The problem of E-F is only the matter of the debt. But there is no reason to exclude the ketubah of G from the debt of E. If the man owes a hundred maneh — debt and ketubah — and sanctified only ninety, then there will be nothing left for the sanctuary if we follow the procedure specified at D. Therefore the debtor, who has sanctified his property, adds an additional denar over what he has to pay back, which falls to the sanctuary. He then redeems the property and carries out the procedure specified at D, and the claim of the sanctuary is satisfied by the token payment. The Talmud does a good job of elucidating both the language and the principles of elements of the Mishnah-passage at hand, M. 6:2D, E-F, respectively.

6:3-4

- A. **Even though they have said [M. 5:6]: Those who owe Valuations — they exact a surety from them,**
- B. **they [nonetheless] supply him with food for thirty days, and clothing for twelve months, and bedding, shoes, and tefillin —**
- C. **for him, but not for his wife or his children.**
- D. **If he was a craftsman, they give him two of every kind of the tools of his craft.**
- E. **[To a] carpenter they give two axes and two saws.**
- F. **R. Eliezer says, “If he was a farmer, they give him his yoke [of oxen].**
- G. **“[If he was] an ass-driver, they give him his ass.” — M. 6:3**

- A. [If] one sort [of tools] was abundant and one was few, they do not tell him to sell some of the abundant kind and to buy for himself some of the few.
- B. But: They give him two from every kind which is abundant, and all of those of which he has only few.
- C. He who sanctifies his property —
- D. they take away his tefillin [vs. M. 6:3B]. — M. 6:4

I.1 A. [Even though they have said: Those who owe Valuations — they exact a surety from them, they [nonetheless] supply him with food for thirty days, and clothing for twelve months, and bedding, shoes, and tefillin :] *What is the Scriptural basis for [M. 6:3A-B's rule]?*

- B. For Scripture has stated [24A], “But if he be too poor for your Valuation” (Lev. 27: 8),
- C. meaning that you have to keep him alive despite your Valuation.

II.1 A. For him, but not for his wife or his children [M. 6:3C]:

- B. *What is the Scriptural basis for this rule?*
- C. “[But if] he [be too poor] for your Valuation,” [he] and not “his wife and his children” ...for your Valuation.

III.1 A. R. Eliezer says, “If he was a farmer, they give him his yoke of oxen” [M. 6:3F]:

- B. And in the view of rabbis [why not provide the oxen]?
- C. *[In their opinion] these constitute not working tools but property [capital].*

IV.1 A. And if one sort of tools was abundant [M. 6:4A]:

- B. *That rule is obvious. Just as what he had was sufficient up to now, what he now has should continue to be sufficient. [So why make such a specification?]*
- C. *What might you have ruled? Up to this time, he has had enough to lend to others, and others would lend to him. But now, since he will not have enough to lend to others, others will not lend to him.*
- D. *So we are informed that we do not reason in that way.*

V.1 A. His tefillin [M. 6:4D].

- B. *A certain man sold off his property [to another]. He came before R. Yemar [claiming that he had the right to keep the tefillin, while the purchaser demanded them].*
- C. *[R. Yemar] ruled, “Remove them from him.”*
- D. *What does the cited precedent teach us [that we did not already know]? Lo, we have learned the same principle in the Mishnah-passage at hand: He who sanctifies his property — they take away his tefillin [M. 6:4C-D]!*
- E. *[No, the rule just cited would not have guided us in the present case. For] what might you have ruled? In the case of the Mishnah's rule, one reasons that it is a religious duty that the person has carried out [and hence we take for granted it was his intent that all of his property, including something with which he carries out another religious duty, be sanctified.]*

- F. *But as to merely selling the property [as in the case at B, we might have supposed] that something with which a person carries out a religious duty involving his own person he would not sell.*
- G. *So we are informed [in the cited precedent] that that is not the case.*

The two pericopes deal with a fresh subject: what is left in the hands of a person who owes his Valuation to the sanctuary. M. 6:3A cites M. 5:6. M. 6:3B-C then qualify the rule. B's point is that the man is allowed the necessities of life. M. 6:3C qualifies this along the lines of M. 6:5A-B. The wife and children are not taken into account, for a reason which we shall see in a moment. M. 6:3D-E are clear as stated. Eliezer adds that the rule of D-E applies also to farmers, in appropriate ways. M. 6:4A-B then revert to M. 6:3D-E. M. 6:4C-D are a fresh item. Even the tefillin are exacted for the sanctuary; M. 6:4C-D are to be harmonized with M. 6:3B in obvious ways. The Talmud's several units systematically gloss the Mishnah.

6:5

- A. **The same rule applies to one who sanctifies his property and the one who pledges his own Valuation:**
- B. **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.**
- C. **Even though they have said: Slaves are sold with their clothing to improve their value,**
- D. **so that if for him [the slave] a garment should be purchased for thirty denars, it improves his value by a maneh,**
- E. **and so in the case of a cow: if they keep it for sale in a market place, it fetches a better price,**
- F. **and so in the case of a pearl: if they bring it up to a city, it fetches a better price —**
- G. **the sanctuary [nonetheless] has a claim only in its own place and in its own time.**

I.1 A. *Our rabbis have taught on Tannaite authority: “He shall pay over your Valuation on that day” (Lev. 27:23) — meaning that he should not delay selling even a pearl for poor people [telling the poor man to bring it to a big city, where it will fetch a better price. He sells it for what he can get, even though, on that account, the Temple gets less. Cf. T. Ar. 4:7D].*

I.2. A. *“As a holy thing unto the Lord” (Lev. 27: 3) —*

- B. *things that have been consecrated without further specification as to their use are assigned to the upkeep of the Temple house.*

M. 6:5A-B complete the foregoing, and M. 6:5C-G go over new ground. The former present the other side to the rule of M. 6:3B-C. The man has sanctified his own property or pledged his own Valuation. What belongs to his wife and children is unaffected. Therefore while only for his needs does the sanctuary make provision, on the other hand, only his property is handed over to the Temple treasury (B). The point of C-G, with its secondary accretions at E, F, is that when

the slave is sold, he is sold as he is, at that particular place and time, without improvement. The cited teaching, I.1, clarifies M. 6:5F-G. The continuation, I.2, is in the originally formulated teaching; it is attached as part of the systematic exegesis of the verse at hand and bears no relationship to the Mishnah-passage before us.