

## XIV.

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# THE STRUCTURE OF BABYLONIAN TALMUD KETUBOT

Whether or not the Talmud of Babylonia is carefully organized in large-scale, recurrent structures and guided by a program that we may call systematic forms the principal question addressed by an academic commentary. The preceding chapters therefore have pointed toward the presentation set forth here.

By “structure” I mean, a clearly-articulated pattern that governs the location of fully-spelled out statements. By “system,” I mean, a well-crafted and coherent set of ideas that explain the social order of the community addressed by the writers of a document, a social philosophy, a theory of the way of life, world view, and character of the social entity formed by a given social group. I see a collective, anonymous, and political document, such as the one before us, as a statement to, and about, the way in which people should organize their lives and govern their actions. At issue then in any document such as the remarkable one before us is simple: does this piece of writing present information or a program, facts to whom it may concern, or a philosophically and aesthetically cogent statement about how things should be?

The connection between structure and system is plain to see. From the way in which people consistently frame their thoughts, we move to the world that, in saying things one way rather than in some other, they wish to imagine the world in which they wish to live, to which they address these thoughts. For if the document exhibits structure and sets forth a system, then it is accessible to questions of rationality. We may ask about the statement that its framers or compilers wished to make by putting the document together as they did. But if we discern no structure and perceive no systematic inquiry or governing points of analysis, then all we find here is inert and miscellaneous information, facts but no propositions, arguments, viewpoints.

Now the Talmud commonly finds itself represented as lacking organization and exhibiting a certain episodic and notional character. That view moreover characterizes the reading and representation of the document by learned and experienced scholars, who have devoted their entire lives to Talmud study and exegesis. It must follow that upon the advocate of the contrary view — the one implicit in the representation of the document for academic analysis — rests the burden of proof. I set forth the allegation that the Talmud exhibits a structure and follows a system and therefore exhibits a commonly-intelligible rationality. The claim to write an academic commentary explicitly states that proposition. For the tractate before us, I have therefore to adduce evidence and argument.

I maintain that through the normal procedures of reasoned analysis we may discern in the tractate a well-crafted structure. I hold that the structure made manifest, we may further

identify the purpose and perspective, the governing system of thought and argument, of those who collected and arranged the tractate's composites and put them together in the way in which we now have them. By "structure" I mean, how is a document organized? and by "system," what do the compilers of the document propose to accomplish in producing this complete, organized piece of writing? The answers to both questions derive from a simple outline of the tractate as a whole, underscoring the types of compositions and composites of which it is comprised. Such an outline tells us what is principal and what subordinate, and how each unit — composition formed into composites, composites formed into a complete statement — holds together and also fits with other units, fore and aft. The purpose of the outline then is to identify the character of each component of the whole, and to specify its purpose or statement. The former information permits us to describe the document's structure, the latter, its system.

While the idea of simply outlining a Talmud-tractate beginning to end may seem obvious, I have never made such an outline before, nor has anyone else.\* Yet, as we shall now see, the character of the outline dictates all further analytical initiatives. Specifically, when we follow the layout of the whole, we readily see the principles of organization that govern. These same guidelines on organizing discourse point also to the character of what is organized: complete units of thought, with a beginning, middle, and end, often made up of smaller, equally complete units of thought. The former we know as composites, the latter as compositions.

\*I have provided complete outlines for the Mishnah and for the Tosefta in relationship to the Mishnah, and, not always in outline form, for the Midrash-compilations of late antiquity as well.

Identifying and classifying the components of the tractate — the composites, the compositions of which they are made up — we see clearly how the document coheres: the plan and program worked out from beginning to end. When we define that plan and program, we identify the facts of a pattern that permit us to say in a specific and concrete way precisely what the compilers of the tractate intended to accomplish. The structure realizes the system, the program of analysis and thought that takes the form of the presentation we have before us. From what people do, meaning, the way in which they formulate their ideas and organized them into cogent statements, we discern what they proposed to do, meaning, the intellectual goals that they set for themselves.

These goals — the received document they wished to examine, the questions that they brought to that document — realized in the layout and construction of their writing, dictate the points of uniformity and persistence that throughout come to the surface. How people lay out their ideas guides us into what they wished to find out and set forth in their writing, and that constitutes the system that defined the work they set out to accomplish. We move from how people speak to the system that the mode of discourse means to express, in the theory that modes of speech or writing convey modes of thought and inquiry.

We move from the act of thought and its written result backward to the theory of thinking, which is, by definition, an act of social consequence. We therefore turn to the matter of intention that provokes reflection and produces a system of inquiry. That statement does not mean to imply I begin with the premise of order, which sustains the thesis of a prior system that defines the order. To the contrary, the possibility of forming a coherent outline out of the data we have examined defines the first test of whether or not the

document exhibits a structure and realizes a system. So everything depends upon the possibility of outlining the writing, from which all else flows. If we can see the order and demonstrate that the allegation of order rests on ample evidence, then we may proceed to describe the structure that gives expression to the order, and the system that the structure sustains.

The present work undertakes the exegesis of exegesis, for the Talmud of Babylonia, like its counterpart in the Land of Israel, is laid out as a commentary to the Mishnah. That obvious fact defined the character of my academic commentary, since we have already faced the reality that our Bavli-tractate is something other than a commentary, though it surely encompasses one. The problems that captured my attention derived from the deeper question of how people make connections and draw conclusions. To ask about how people make connections means that we identify a problem — otherwise we should not have to ask — and what precipitated the problem here has been how a composition or a composite fits into its context, when the context is defined by the tasks of Mishnah-commentary, and the composition or composite clearly does not comment on the Mishnah-passage that is subjected to comment.

The experience of analyzing the document with the question of cogency and coherence in mind therefore yields a simple recognition. Viewed whole, the tractate contains no gibberish but only completed units of thought, sentences formed into intelligible thought and self-contained in that we require no further information to understand those sentences, beginning to end. The tractate organizes these statements as commentary to the Mishnah. But large tracts of the writing do not comment on the Mishnah in the way in which other, still larger tracts do. Then how the former fit together with the latter frames the single most urgent question of structure and system that I can identify.

Since we have already examined enormous composites that find their cogency in an other than exegetical program, alongside composites that hold together by appeal to a common, prior, coherent statement — the Mishnah-sentences at hand — what justifies my insistence that an outline of the document, resting on the premise that we deal with a Mishnah-commentary, govern all further description? To begin with, the very possibility of outlining Babylonian Talmud tractate Ketubot derives from the simple fact that the framers have given to their document the form of a commentary to the Mishnah. It is in the structure of the Mishnah-tractate that they locate everything together that they wished to compile. We know that is the fact because the Mishnah-tractate defines the order of topics and the sequence of problems.

Relationships to the Mishnah are readily discerned; a paragraph stands at the head of a unit of thought; even without the full citation of the paragraph, we should find our way back to the Mishnah because at the head of numerous compositions, laid out in sequence one to the next, clauses of the Mishnah-paragraph are cited in so many words or alluded to in an unmistakable way. So without printing the entire Mishnah-paragraph at the head, we should know that the received code formed the fundamental structure because so many compositions cite and gloss sentences of the Mishnah-paragraph and are set forth in sequence dictated by the order of sentences of said Mishnah-paragraph. Internal evidence alone suffices, then, to demonstrate that the structure of the tractate rests upon the Mishnah-tractate cited and discussed here. Not only so, but the sentences of the Mishnah-paragraphs of our tractate are discussed in no other place in the entire Talmud of

Babylonia in the sequence and systematic exegetical framework in which they are set forth here; elsewhere we may find bits or pieces, but only here, the entirety of the tractate.

That statement requires one qualification, and that further leads us to the analytical task of our outline. While the entire Mishnah-tractate of Ketubot is cited in the Talmud, the framers of the Talmud by no means find themselves required to say something about every word, every sentence, every paragraph. On the contrary, they discuss only what they choose to discuss, and glide without comment by large stretches of the tractate. A process of selectivity, which requires description and analysis, has told the compilers of the Talmud's composites and the authors of its compositions\* what demands attention, and what does not. Our outline has therefore to signal not only what passage of the Mishnah-tractate is discussed, but also what is not discussed, and we require a general theory to explain the principles of selection ("making connections, drawing conclusions" meaning, to begin with, making selections). For that purpose, in the outline, I reproduce the entirety of a Mishnah-paragraph that stands at the head of a Talmudic composite, and I underscore those sentences that are addressed, so highlighting also those that are not.

\*This statement requires refinement. I do not know that all available compositions have been reproduced, and that the work of authors of compositions of Mishnah-exegesis intended for a talmud is fully exposed in the document as we have it. That is not only something we cannot demonstrate — we do not have compositions that were not used, only the ones that were — but something that we must regard as unlikely on the face of matters. All we may say is positive: the character of the compositions that address Mishnah-exegesis tells us about the concerns of the writers of those compositions, but we cannot claim to outline all of their concerns, on the one side, or to explain why they chose not to work on other Mishnah-sentences besides the ones treated here. But as to the program of the compositors, that is another matter: from the choices that they made (out of a corpus we cannot begin to imagine or invent for ourselves) we may describe with great accuracy the kinds of materials they wished to include and the shape and structure they set forth out of those materials. We know what they did, and that permits us to investigate why they did what they did. What we cannot know is what they did not do, or why they chose not to do what they did not do. People familiar with the character of speculation and criticism in Talmudic studies will understand why I have to spell out these rather commonplace observations. I lay out an argument based on evidence, not on the silences of evidence, or on the absence of evidence — that alone.

It follows that the same evidence that justifies identifying the Mishnah-tractate as the structure (therefore also the foundation of the system) of the Talmud-tractate before us also presents puzzles for considerable reflection. The exegesis of Mishnah-exegesis is only one of these. Another concerns the purpose of introducing into the document enormous compositions and composites that clearly hold together around a shared topic or proposition, e.g., my appendix on one theme or another, my elaborate footnote providing information that is not required but merely useful, and the like. My earlier characterization of composites as appendices and footnotes signalled the fact that the framers of the document chose a not-entirely satisfactory way of setting out the materials they wished to include here, for large components of the tractate do not contribute to Mishnah-exegesis in any way at all. If these intrusions of other-than-exegetical compositions were proportionately modest, or of topical composites negligible in size, we might dismiss them as appendages, not structural components that bear much of the weight of the edifice as a whole. Indeed, the language that I chose for identifying and defining these composites — footnotes, appendices, and the like — bore the implication that what is not Mishnah-commentary also is extrinsic to the Talmud's structure and system.

But that language served only for the occasion. In fact, the outline before us will show that the compositions are large and ambitious, the composites formidable and defining. Any description of the tractate's structure that dismisses as mere accretions or intrusions so large a proportion of the whole misleads. Any notion that "footnotes" and "appendices" impede exposition and disrupt thought, contribute extraneous information or form tacked-on appendages — any such notion begs the question: then why fill up so much space with such purposeless information? The right way is to ask whether the document's topical composites play a role in the re-presentation of the Mishnah-tractate by the compilers of the Talmud. We have therefore to test two hypotheses:

1. the topical composites ("appendices," "footnotes") do belong and serve the compilers' purpose,

or

2. the topical composites do not participate in the re-presentation of the Mishnah-tractate by the Talmud and do not belong because they add nothing and change nothing.

The two hypotheses may be tested against the evidence framed in response to a single question: is this topical composite necessary? The answer to that question lies in our asking, what happens to the reading of the Mishnah-tractate in light of the topical composites that would not happen were we to read the same tractate without them? The outline that follows systematically raises that question, with results specified in due course. It suffices here to state the simple result of our reading of the tractate, start to finish: the question of structure, therefore also that of system, rests upon the position we identify for that massive component of the tractate that comprises not Mishnah-commentary but free-standing compositions and composites of compositions formed for a purpose other than Mishnah-commentary.

The principal rubrics are given in small caps. The outline takes as its principal rubrics two large-scale organizing principles.

The first is the divisions of the Mishnah-tractate to which the Talmud-tractate serves as a commentary. That simple fact validates the claim that the tractate exhibits a fully-articulated structure. But the outline must also underscore that the Mishnah-tractate provides both more and less than the paramount outline of the Talmud-tractate. It is more because sentences in the Mishnah-tractate are not analyzed at all. These untreated Mishnah-sentences are given in bold face lower case caps, like the rest of the Mishnah, but then are specified by underlining and enclosure in square brackets.

Second, it is less because the structure of the tractate accommodates large composites that address topics not defined by the Mishnah-tractate. That brings us to the second of the two large-scale modes of holding together both sustained analytical exercises and also large sets of compositions formed into cogent composites. These are treated also as major units and are indicated by Roman numerals, alongside the Mishnah-paragraphs themselves; they are also signified in small caps. But the principal rubrics that do not focus on Mishnah-commentary but on free-standing topics or propositions or problems are not given in boldface type. Consequently, for the purposes of a coherent outline we have to identify as autonomous entries in our outline those important composites that treat themes or topics not contributed by the Mishnah-tractate.

## **I. Mishnah-Tractate Ketubot 1:1**

**A. A VIRGIN IS MARRIED ON WEDNESDAY, AND A WIDOW ON THURSDAY. FOR TWICE WEEKLY ARE THE COURTS IN SESSION IN THE TOWNS, ON MONDAY AND ON THURSDAY.**

**1. I:1:** Said R. Joseph said R. Judah said Samuel, “How come they have said, A virgin is married on Wednesday? It is in line with that which we have learned to repeat as a Tannaite statement: 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**). One might then suppose that if the time came on Sunday measured from the point of betrothal, as specified below, he would at that point begin to have to provide her food. Therefore we have learned in the Mishnah: A virgin is married on Wednesday and that is the point at which the husband becomes responsible for the wife’s upkeep.”

**a. I:2:** Secondary re-presentation of the foregoing. There are those who raise the matter as a question: If he fell ill, what is the law? What is the operative consideration? It is that he is constrained by sages to wait till Wednesday, hence is under constraint and here, too, he is subject to constraint to postpone the marriage, with the same result? Or perhaps there he is subject to the constraint of the ordinance that sages imposed upon him, but here that is not the case?

**I. I:3:** Gloss of the foregoing. Said Raba, “But with regard to writs of divorce, that is not the rule.”

**II. I:4:** Continuation of the foregoing.

**III. I:5:** There are those who say, “Said Raba, ‘So, too, with regard to writs of divorce, that is the rule.’”

**2. I:6:** Said R. Samuel bar Isaac, “The rule that the virgin marries on Wednesday dates only from the time that Ezra made his ordinance onward, by which courts of justice go into session only on Monday and Wednesday. But, before the ordinance of Ezra, when courts went into session every day, a woman could get married any day.”

**a. I:7:** What is the meaning of this reference to the fact that sages watched over the welfare of Israelite women, so that the husband would go to a great deal of trouble preparing the wedding meal for three days prior to the wedding, on Sunday, Monday, and Tuesday. Then on Wednesday he consummates the marriage? It is in line with that which has been taught on Tannaite authority: On what account did they rule, A virgin is married on Wednesday? So that if he had a complaint against her virginity, he goes to court early the next morning, when it is in session. If so, she should just as well be married on Sunday, and if he had a claim as to her virginity, he could go to court early Monday morning? Sages watched over the welfare of Israelite woman, that the man should go to a great deal of trouble preparing the wedding banquet for three days after the Sabbath, that is, Sunday, Monday, and Tuesday; then Wednesday he consummates

the marriage. And from the time of danger Bar Kokhba's War and afterward, they began the custom of marrying her on Tuesday, and sages did not stop them. But if he wanted to marry her on Monday, they do not listen to him. But if it is on account of constraint, it is allowed. And one separates the bridegroom from the bride that they might have sexual relations at the beginning if she is a virgin, because he makes a wound in breaking the hymen (T. **Ket. 1:1A-J**).

**a.** I:8: Gloss of the cited passage of the Tosefta.

**b.** I:9: Gloss of the cited passage of the Tosefta.

**I.** I:10: Gloss of the foregoing.

**II.** I:11: Tannaite recapitulation of I:9's main result.

**III.** I:12: Secondary analysis of a detail of I:9's main result.

**A.** I:13: The implications of the foregoing set are now investigated: Is that then to say that the rules of mourning are to be treated more lightly than the rules of menstruation since the rule of menstruation is invoked only where there has been no sexual relations? And has not R. Isaac bar Hanina said R. Huna said, "Whatever acts of service a wife does for her husband, a menstruating wife does for her husband, except she does not mix the cup pouring out wine, make the bed, or wash his face, hands, and feet," while with reference to mourning, it has been taught on Tannaite authority: Even though they have said, "A man is permitted to force his wife to paint her eyes or rouge her cheeks during mourning," nonetheless they have said, "She does mix the cup pouring out wine, make the bed, or wash his face, hands, and feet"?

**IV.** I:14: Secondary analysis of a detail of I:9's main result.

**3.** I:15: The question was raised: Does the virgin marry on Wednesday and also engage in sexual relations on Wednesday, so that we do not take account of the possibility that he might cool off from his anger at finding she is not a virgin? Or perhaps the virgin marries on Wednesday and engages in sexual relations on Thursday, since we really do take account of the possibility that he might cool off from his anger at finding she is not a virgin? Come and take note of what Bar Qappara stated as a Tannaite formulation: The virgin marries on Wednesday and engages in sexual relations on Thursday, since on the fifth day the blessing for fish was pronounced in the creation of the world, Gen. 1:22, and that is a sign of fertility. A widow is married on Thursday and has sexual relations on Friday, since on that day, the blessing was said over Adam. So the operative consideration in both cases is the blessing appropriate to the day, and not because of concern that the man might cool off!

## **B. MISCELLANY IN THE NAME OF BAR QAPPARA**

**1.** I:16: Expounded Bar Qappara, "Greater is the making of the righteous than the making of heaven and earth, for with reference to the making of heaven and earth it is written, 'Yes, my hand has laid the foundation of the earth, and my right hand has spread out the heavens' (Isa. 48:13), while with reference to the hands used in

making the righteous it is written, ‘The place you have made for you to dwell in, O Lord, the sanctuary, O Lord, that your hands have established’ (Exo. 15:17) thus hands in the plural is used here.”

**a. I:17:** Topical appendix.

**b. I:18:** As above.

### **C. FURTHER EXPOSITION OF THE CITED MISHNAH-PARAGRAPH**

**1. I:19:** The question was raised: What is the law as to having on the Sabbath the first act of sexual relations with a virgin? Is the blood in the womb stored up flowing of its own accord, not by reason of a wound or is the blood the result of a wound?

**a. I:20:** Continuation of the foregoing: In the household of Rab they say, “Rab permits and Samuel permits.” In Nehardea they say, “Rab prohibits and Samuel permits.”

**l. I:21:** Gloss of the foregoing.

**A. I:22:** But does Rab permit? And did not R. Shimi bar Hezekiah in the name of Rab say, “It is forbidden to squeeze the stopper of the brewery boiler on a festival day” for fear of breaking the law against squeezing and wringing on the holy day? This shows that according to Rab, as Judah, a permitted action that results in a prohibited action, though the latter was not intended, is forbidden.

**1. I:23:** Illustrative case.

**2. I:24:** Illustrative case.

**3. I:25:** Illustrative case.

**4. I:26:** As above.

**2. I:27:** Said R. Helbo said R. Huna said R. Abba bar Zabeda said Rab, “All the same are the virgin and widow: they require the correct benediction at the marriage rite, and there is no distinction as to what is recited.”

**a. I:28:** Gloss of the foregoing.

**3. I:29:** Our rabbis have taught on Tannaite authority: They recite the blessing for the marriage couple in the house of the marriage couple, and the blessing for the betrothed couple in the house of betrothal. R. Judah says, “They recite it also in the house of the betrothal.”

**4. I:30:** It has further been taught on Tannaite authority: They recite the blessing for the marriage couple in the house of the marriage couple, and the blessing for the betrothed couple in the house of betrothal.

**a. I:31:** What is the definition of the blessing for the betrothed couple?

**5. I:32:** Our rabbis have taught on Tannaite authority: They recite the blessing for the marriage couple in a quorum of ten, and they do so on all seven days of the wedding celebration. Said R. Judah, “But that is only if new people come.”

**a. I:33:** What is the blessing that one says?

**l. I:34:** Illustrative story.



II. I:35: As above. R. Ashi came to the household of R. Kahana. On the first day he recited all of the blessings. From that point on, if new people came, he recited all of them. But if not, then in his view it was a continuation of the blessing in general, in which instance he said the blessings, “Grant perfect joy to these loving companions, as You did to the first man and woman in the Garden of Eden. Praised are You, O Lord, who grants the joy of bride and groom,” and “Praised are You, O Lord our God, King of the universe, who created joy and gladness, bride and groom, mirth, song, delight and rejoicing, love and harmony, peace and companionship. O Lord our God, may there ever be heard in the cities of Judah and in the streets of Jerusalem voices of joy and gladness, voices of bride and groom, the jubilant voices of those joined in marriage under the bridal canopy, the voices of young people feasting and singing. Praised are You, O Lord, who causes the groom to rejoice with his bride.” From the seventh to the thirtieth day of the celebration, whether he recited the blessings for them on account of the celebration or the wedding or otherwise, he said the blessing, “Grant perfect joy to these loving companions, as You did to the first man and woman in the Garden of Eden. Praised are You, O Lord, who grants the joy of bride and groom.” From that point onward, if he said the blessings on account of the celebration, he would recite the blessing, “Grant perfect joy to these loving companions, as You did to the first man and woman in the Garden of Eden. Praised are You, O Lord, who grants the joy of bride and groom,” and if he did not do so on that account, he did not.

6. I:36: Said R. Nahman said Rab, “Grooms are counted in the quorum, but mourners are not counted in the quorum.”

7. I:37: It has been stated: Said R. Isaac said R. Yohanan, “Grooms are counted in the quorum, but mourners are not counted in the quorum.”

8. I:38: Said Ulla, and some say it was taught in a Tannaite statement, “Ten cups of wine drunk in consolation in the house of a mourner did sages ordain: three before the meal, to open the passages; three during the meal, to help digest the food; four after the meal, one corresponding to the blessing in the Grace after Meals, ‘who feeds,’ one ‘for the land,’ one for ‘who rebuilds Jerusalem, and one for ‘who is good and does good.’ They added to these four more: one in honor of the officers of the town, one for the ones who manage the town, one for the house of the sanctuary, and one for Rabban Gamaliel. But when they began to drink and get drunk, they returned to the prior rule.”

a. I:39: Gloss.

**D. ...SO IF HE THE HUSBAND HAD A COMPLAINT AS TO VIRGINITY, HE GOES EARLY TO COURT.**

1. II:1: So if he the husband had a complaint as to virginity, he goes early to court: Said R. Eleazar, “He who says, ‘I have found an open door, so she is no virgin,’ is believed so as to prohibit the wife from remaining with him.”

a. II:2: Secondary analysis of the foregoing.

b. II:3: Said Abbaye, “We, too, have learned as a Tannaite formulation that if the husband claims the wife was not a virgin, he cannot live with her: A virgin is married on Wednesday, and a widow on Thursday. For twice weekly are the courts in session in the towns, on Monday and on Thursday. So if he the husband had a complaint as to virginity, he goes early to court. So she may be married on Wednesday but not on Thursday. Now why should that be the case? If it is lest he cool off and stay wed, when he should not do so. But what can that matter? If it has to do with paying off her marriage contract, let him pay it off and there’s no sin. So it must have to do with forbidding her for marriage to him, and it can only be a case in which he makes such a claim. So is it not that his claim is, ‘I found an open door’?”

2. II:4: Said R. Judah said Samuel, “He who says, ‘I found an open door,’ is believed so as to deprive the woman of the payment of her marriage settlement.”

3. II:5: It has been stated: Said R. Nahman said Samuel in the name of R. Simeon b. Eleazar, “Sages have ordained for Israelite women – for a virgin, two hundred zuz, for a widow, a maneh a hundred zuz. And they also have accorded to the husband credence, so that if he should say, ‘I found an open door,’ he is believed.”

4. II:6: A Tannaite statement: Since the payment of a marriage contract represents an extrajudicial imposition, the wife should collect payment only from land of the poorest quality.

a. II:7: Case.

b. II:8: Case.

c. II:9: Case.

l. II:10: Gloss of the prior case.

d. II:11: Case.

l. II:12: Gloss.

e. II:13: Case.

l. II:14: Gloss.

II. II:15: As above.

f. II:16: Case.

## **II. Mishnah-Tractate Ketubot 1:2A-F**

**A. A VIRGIN – HER MARRIAGE CONTRACT IS TWO HUNDRED ZUZ. AND A WIDOW, A MANEH =ONE HUNDRED ZUZ. A VIRGIN, WIDOW, DIVORCÉE, AND ONE WHO HAS SEVERED THE LEVIRATE CONNECTION THROUGH A RITE OF REMOVING THE SHOE**

**AT THE STAGE OF BETROTHAL – THEIR MARRIAGE CONTRACT IS TWO HUNDRED ZUZ. AND THEY ARE SUBJECT TO THE CLAIM AGAINST THEIR VIRGINITY.**

**1. I:1:** What is the meaning of the Hebrew word for widow *almanah*? Said R. Hana of Baghdad, “She is called *almanah* because of the *maneh* of her marriage contract.”

**a. I:2:** Same attribution, different subject.

**I. I:3:** Different attribution, same subject.

**b. I:4:** Same attribution, different subject.

**I. I:5:** Different attribution, same subject.

**A. I:6:** Gloss of the foregoing.

### **III. Mishnah-Tractate Ketubot 1:2G-I**

**A. A CONVERT, A WOMAN TAKEN CAPTIVE, AND A SLAVE GIRL WHO WERE REDEEMED OR WHO CONVERTED OR WHO WERE FREED AT AN AGE OF LESS THAN THREE YEARS AND ONE DAY – THEIR MARRIAGE CONTRACT IS TWO HUNDRED ZUZ. AND THEY ARE SUBJECT TO THE CLAIM AGAINST THEIR VIRGINITY.**

**1. I:1:** Said R. Huna, “A minor proselyte – for purposes of conversion they immerse him for conversion on the instruction of a court.”

### **IV. Mishnah-Tractate Ketubot 1:3-4**

**A. AN ADULT MALE WHO HAD SEXUAL RELATIONS WITH A MINOR FEMALE, AND A MINOR MALE WHO HAD SEXUAL RELATIONS WITH AN ADULT FEMALE, AND A GIRL INJURED BY A BLOW SO THAT HER SIGNS OF VIRGINITY ARE DESTROYED – THEIR MARRIAGE CONTRACT IS TWO HUNDRED ZUZ,” THE WORDS OF R. MEIR. AND SAGES SAY, “THE GIRL INJURED BY A BLOW – HER MARRIAGE CONTRACT IS A MANEH.”**

**A VIRGIN, A WIDOW, A DIVORCÉE, OR ONE WHO HAS SEVERED THE LEVIRATE CONNECTION THROUGH A RITE OF REMOVING THE SHOE – AT THE STAGE OF CONSUMMATION OF THE MARRIAGE – THEIR MARRIAGE CONTRACT IS A MANEH. AND THEY ARE NOT SUBJECT TO A CLAIM AGAINST THEIR VIRGINITY. A CONVERT, A GIRL TAKEN CAPTIVE, OR A SLAVE GIRL WHO WERE REDEEMED, OR WHO CONVERTED, OR WHO WERE FREED AT AN AGE OLDER THAN THREE YEARS AND ONE DAY – THEIR MARRIAGE CONTRACT IS A MANEH. AND THEY ARE NOT SUBJECT TO A CLAIM AGAINST THEIR VIRGINITY.**

**1. I:1:** Said R. Judah said Rab, “The result of the sexual relations between a minor boy and an adult woman is merely the equivalent of her being injured by a piece of wood and has no effect upon her virginity. When I said this before Samuel, he said, ‘The category of “injury by a piece of wood” does not apply to sexual relations carried out in the flesh.’”

**a. I:2:** Gloss of the foregoing.

**I. I:3:** Continuation of the foregoing analysis.

2. I:4: Our rabbis have taught on Tannaite authority If the first husband brought her home for the sake of marriage, but she has witnesses that she was never alone with him, or also, if she was alone with him but did not remain alone with him for sufficient time to have sexual relations, the second husband may not raise the claim that she was not a virgin, for lo, the first husband has taken her home (T. **Ket. 1:4F-J**).

## **V. Mishnah-Tractate Ketubot 1:5A-D**

**A. HE WHO LIVES “EATS” WITH HIS FATHER-IN-LAW IN JUDAH, NOT WITH WITNESSES, CANNOT LODGE A CLAIM AGAINST THE GIRL’S VIRGINITY, FOR HE HAS BEEN ALONE WITH HER.**

1. I:1: Since the language is used, He who lives “eats” with his father-in-law in Judah, it must follow that there are places in Judah where one does not eat with the father-in-law.

## **VI. Mishnah-Tractate Ketubot 1:5E-H**

**A. ALL THE SAME ARE THE WIDOW OF AN ISRAELITE AND THE WIDOW OF A PRIEST – THEIR MARRIAGE CONTRACT IS A MANEH A HUNDRED ZUZ.**

1. I:1: A Tannaite statement: And as to a widow of the priestly caste, her marriage settlement is two hundred zuz.

**B. THE PRIESTS’ COURT WOULD COLLECT FOUR HUNDRED ZUZ FOR A VIRGIN. AND SAGES DID NOT STOP THEM.**

1. II:1: Said R. Judah said Samuel, “They spoke not only of the court of the priests, but even the genealogically prestigious families of the Israelite caste, if they want to carry out matters in the manner in which the priestly caste does, they may do so.”

## **VII. Mishnah-Tractate Ketubot 1:6**

**A. HE WHO MARRIES A WOMAN AND DID NOT FIND TOKENS OF VIRGINITY – SHE SAYS, “AFTER YOU BETROTHED ME, I WAS RAPED, AND YOUR FIELD HAS BEEN FLOODED,” AND HE SAYS, “NOT SO, BUT IT WAS BEFORE I BETROTHED YOU, AND MY PURCHASE WAS A BARGAIN MADE IN ERROR” – RABBAN GAMALIEL AND R. ELIEZER SAY, “SHE IS BELIEVED.” R. JOSHUA SAYS, “WE DO NOT DEPEND ON HER TESTIMONY. BUT LO, SHE REMAINS IN THE ASSUMPTION OF HAVING HAD SEXUAL RELATIONS BEFORE SHE WAS BETROTHED AND OF HAVING DECEIVED HIM, UNTIL SHE BRINGS EVIDENCE TO BACK UP HER CONTRARY CLAIM.”**

1. I:1: It has been stated: If someone says to another, “You have a maneh of mine in your possession,” and the other says, “I don’t know” – R. Huna and R. Judah say, “He is liable.” R. Nahman and R. Yohanan say, “He is exempt from liability.”

a. I:2: Said Abbaye to R. Joseph, “That which R. Huna and R. Judah maintain represents the position of Samuel, for we have learned in the Mishnah: If she was pregnant, and they said to her, ‘What is the character

of this foetus?’ and she said, ‘It is by Mr. So-and-so, and he is a priest’ – Rabban Gamaliel and R. Eliezer say, ‘She is believed.’ And R. Joshua says, ‘We do not depend on her testimony. But lo, she remains in the assumption of having been made pregnant by a netin or a mamzer, until she brings evidence to back up her claim’ (M. 1:9A-D). And R. Judah said Samuel said, ‘The decided law accords with Rabban Gamaliel.’ And said R. Samuel bar Judah to R. Judah, ‘Sharpie! You have said to us in the name of Samuel, “The decided law accords with Rabban Gamaliel” also in regard to the first Mishnah paragraph.’ Now what is the meaning of, ‘also in regard to the first Mishnah paragraph’? It must mean, ‘even though one could invoke the principle, we leave money where it is absent compelling proof to the contrary,’ nonetheless, Rabban Gamaliel says that the claim based on certainty wins out. So may one propose that R. Judah and R. Huna concur with Rabban Gamaliel, and R. Nahman and R. Yohanan concur with R. Joshua?”

### **VIII. Mishnah-Tractate Ketubot 1:7**

**A. SHE SAYS, “I WAS INJURED BY A PIECE OF WOOD,” AND HE SAYS, “NOT SO, BUT YOU HAVE BEEN LAID BY A MAN” – RABBAN GAMALIEL AND R. ELIEZER SAY, “SHE IS BELIEVED.” AND R. JOSHUA SAYS, “WE DO NOT DEPEND ON HER TESTIMONY. BUT LO, SHE REMAINS IN THE ASSUMPTION OF HAVING BEEN LAID BY A MAN, UNTIL SHE BRINGS EVIDENCE TO BACK UP HER CLAIM.”**

1. I:1: For what, precisely, are the respective claims? R. Yohanan said, “It is for two hundred zuz or a maneh.” She wants two hundred zuz, having been injured by a board, and he says it was with another man, so she gets only a maneh. R. Eleazar said, “It is for a maneh or for nothing.”

### **IX. Mishnah-Tractate Ketubot 1:8-9**

**A. IF THEY SAW HER “CONVERSING” WITH A MAN IN THE MARKET, AND THEY SAID TO HER, “WHAT IS THE CHARACTER OF THIS ONE?” AND SHE SAID, “IT IS MR. SO-AND-SO, AND HE IS A PRIEST” – RABBAN GAMALIEL AND R. ELIEZER SAY, “SHE IS BELIEVED.” AND R. JOSHUA SAYS, “WE DO NOT DEPEND ON HER TESTIMONY. BUT LO, SHE REMAINS IN THE ASSUMPTION OF HAVING HAD SEXUAL RELATIONS WITH A NETIN OR A MAMZER, UNTIL SHE BRINGS EVIDENCE TO BACK UP HER CLAIM.”**

**IF SHE WAS PREGNANT, AND THEY SAID TO HER, “WHAT IS THE CHARACTER OF THIS FOETUS?” AND SHE SAID, “IT IS BY MR. SO-AND-SO, AND HE IS A PRIEST” – RABBAN GAMALIEL AND R. ELIEZER SAY, “SHE IS BELIEVED.” AND R. JOSHUA SAYS, “WE DO NOT DEPEND ON HER TESTIMONY. BUT LO, SHE REMAINS IN THE ASSUMPTION OF HAVING BEEN MADE PREGNANT BY A NETIN OR A MAMZER, UNTIL SHE BRINGS EVIDENCE TO BACK UP HER CLAIM.”**

1. I:1: If they saw her “conversing” with a man in the market: what is the meaning of conversing?

a. I:2: Gloss of the foregoing.

**I. I:3:** Secondary expansion of the gloss.

**A. I:4:** Gloss of the gloss.

**2. I:5:** There was a betrothed couple that came to R. Joseph. She said, “It comes from him.” And he said, “Yes, it’s mine.” Said R. Joseph, “Of what contrary possibility should we take account? First of all, he concurs, and, furthermore, said R. Judah said Samuel, ‘The decided law accords with Rabban Gamaliel.’”

**a. I:6:** Abbaye presented a contradiction to Raba: “Does R. Judah really say, ‘She is not believed’? But by contrast: Testified R. Joshua and R. Judah b. Beterah concerning a widow of an Israelite family suspected of contamination with unfit genealogical stock, that she is valid for marriage into the priesthood. For a woman deriving from an Israelite family suspect of contamination with unfit genealogical stock is herself valid for being declared unclean or clean, being put out and being brought near (M. **Ed. 8:3A-B**)!”

**I. I:7:** Gloss of the foregoing.

**A. I:8:** Gloss of the gloss.

**1. I:9:** As above.

## **X. Mishnah-Tractate Ketubot 1:10**

**A. SAID R. YOSÉ, “THERE WAS THE CASE OF A GIRL WHO WENT DOWN TO DRAW WATER FROM THE WELL AND WAS RAPED. RULED R. YOHANAN B. NURI, ‘IF MOST OF THE MEN OF THE TOWN MARRY OFF THEIR DAUGHTERS TO THE PRIESTHOOD, LO, SHE MAY BE MARRIED INTO THE PRIESTHOOD.’”**

**1. I:1:** Said Raba to R. Nahman, “In accord with which authority did R. Yohanan b. Nuri make his ruling? It could not be Rabban Gamaliel, since he declares the offspring fit even when the majority of men she is likely to have had sexual relations with are unfit, and it could not be R. Joshua, since he declares the offspring unfit even where the majority were likely to have been fit?”

**a. I:2:** Gloss of a detail of the foregoing.

**I. I:3:** Source of a detail of the foregoing.

**2. I:4:** It has been stated: R. Hiyya bar Ashi said Rab said, “The decided law is in accord with R. Yosé.” And R. Hanan bar Raba said Rab said, “It was instruction for the occasion.”

**a. I:5:** Gloss.

**I. I:6:** Gloss of the gloss.

## **XI. Mishnah-Tractate Ketubot 2:1-2**

**A. THE WOMAN WHO WAS WIDOWED OR DIVORCED – SHE SAYS, “YOU MARRIED ME AS A VIRGIN” – AND HE SAYS, “NOT SO, BUT I MARRIED YOU AS A WIDOW” – IF THERE ARE WITNESSES THAT WHEN SHE GOT MARRIED, SHE WENT FORTH TO**

## **MUSIC, WITH HER HAIR FLOWING LOOSE, HER MARRIAGE CONTRACT IS TWO HUNDRED ZUZ.**

**1. I:1:** The operative consideration then is that there are witnesses. Lo, if there were no witnesses, then the husband would have been believed. May we then say that our unattributed Mishnah paragraph in no way accords with Rabban Gamaliel? For were it Rabban Gamaliel who is behind the unattributed passage, has he not said that she is the one who would be believed?

**a. I:2:** Secondary analysis.

**2. I:3:** ...if there are witnesses that when she got married, she went forth to music, with her hair flowing loose: But should we not take account of the possibility that she might produce witnesses in this court and collect her marriage settlement, and then she might later on produce the actual marriage contract in another court and collect on the strength of it a second time?

**a. I:4:** Recapitulation of the foregoing in other terms.

**I. I:5:** Gloss of the foregoing.

**3. I:6:** ...if there are witnesses that when she got married, she went forth to music, with her hair flowing loose: But should we not take account of the possibility that she might produce witnesses to the effect that virginal music was performed at her marriage in this court and collect her marriage settlement, and then she might later on produce other such witnesses in another court and collect on the strength of that testimony yet a second time?

**4. I:7:** If the wife lost her marriage contract or hid it away or it was burned up, if, then, they danced before her at her wedding, played before her, passed out the cup of good news or the cloth of virginity, and if she has witnesses in regard to any of these signals of her character at marriage, her marriage settlement is two hundred zuz, what is the cup of good news?

**5. I:8:** It has been taught Tannaite authority: R. Judah says, "They pass before her a jug of wine." Said R. Ada bar Ahbah, "If she was a virgin, they pass before her a sealed jug, and if she had had sexual relations, they pass before her an open one."

## **B. CELEBRATING THE BRIDE: A THEMATIC COMPOSITE**

**1. I:9:** Our rabbis have taught on Tannaite authority: What do they say when dancing before a bride? The House of Shammai say, "You praise the bride just as she is." The House of Hillel say, "They say, 'Beautiful and graceful bride.'"

**a. I:10:** Counterpart praise for ordination of rabbis.

**b. I:11:** As above.

**c. I:12:** As above.

**d. I:13:** As above.

**2. I:14:** R. Aha would put the bride on his shoulder and dance. Rabbis said to him, "What is the rule on our doing the same thing?"

**3. I:15:** Said R. Samuel bar Nahman said R. Jonathan, "It is permitted to gaze upon the face of the bride all seven days of the celebration, so as to make her all the more beloved to her husband."

4. I:16: Our rabbis have taught on Tannaite authority: The funeral procession gives way before the bridal procession, and both of them before the king of Israel.

5. I:17: Our rabbis have taught on Tannaite authority: They cancel a Torah study session in order to bring out a corpse and bring in a bride.

a. I:18: Gloss.

6. I:19: Miscellany: With special reference to the death of a sage, R. Sheshet, and some say, R. Yohanan, said, "Removing the Torah contained in the sage must be like the giving of the Torah: just as the giving of the Torah involved six hundred thousand, so taking away the Torah involves six hundred thousand.

7. I:20: ...she went forth to music: What is the meaning of music?

**C. R. YOHANAN B. BEROQAH SAYS, "ALSO, PASSING OUT PARCHED CORN IS PROOF OF HER STATUS AS A VIRGIN WHEN SHE WAS MARRIED."**

1. II:1: A Tannaite statement: That is the evidence that serves in Judah. Would would constitute equivalent evidence for Babylonia?

2. II:2: What about the indicator that a widow is married?

**D. AND R. JOSHUA CONCEDES IN THE CASE OF HIM WHO SAYS TO HIS FELLOW, "THIS FIELD BELONGED TO YOUR FATHER, AND I BOUGHT IT FROM HIM," THAT HE IS BELIEVED. FOR THE MOUTH THAT PROHIBITED IS THE MOUTH THAT PERMITTED. AND IF THERE ARE OTHER WITNESSES THAT IT HAD BELONGED TO HIS FATHER, AND HE CLAIMS, "I BOUGHT IT FROM HIM," HE IS NOT BELIEVED.**

1. III:1: But the Tannaite formulation should state: R. Joshua concedes in the case of him who says to his fellow, "This field belonged to you, but I have bought it from you," that he is believed!

a. III:2: Gloss of the foregoing analysis.

## **XII. Mishnah-Tractate Ketubot 2:3**

**A. THE WITNESSES WHO SAID, "THIS IS OUR HANDWRITING, BUT WE WERE FORCED TO SIGN," "...WE WERE MINORS," "...WE WERE INVALID AS RELATIVES FOR TESTIMONY" – LO, THESE ARE BELIEVED, AND THE WRIT IS INVALID. BUT IF THERE ARE WITNESSES THAT IT IS THEIR HANDWRITING, OR IF THEIR HANDWRITING WAS AVAILABLE FROM SOME OTHER SOURCE, THEY ARE NOT BELIEVED.**

1. I:1: If their handwriting was available from some other source: Said Rami bar Hama, "They have stated that qualification only if the witnesses affirmed, 'We were compelled by monetary threats' since such threats should not have made the sign to a lie, and they are not believed when they say that they signed to a falsehood. But if they said, 'We were compelled by threats to our lives,' lo, they are believed to disqualify the present document."

2. I:2: Our rabbis have taught on Tannaite authority: With respect to the statement of the Mishnah, The witnesses who said, "This is our handwriting, but we were forced to sign," "...we were minors," "...we were invalid as relatives for



testimony” – lo, these are believed, “They are not believed to disqualify the document,” the words of R. Meir. And sages say, “They are believed.”

**a. I:3:** Gloss.

**l. I:4:** Gloss of the gloss.

## **B. OTHER RULES ON THE VALIDATION OF DOCUMENTS BY WITNESSES**

**1. I:5:** Said R. Judah said Rab, “He who says, ‘This is a deed of trust’ signed in advance to cover a loan not yet made, though the document says it has been made; the debtor trusts the creditor is not believed.”

**2. I:6:** Said R. Joshua b. Levi, “It is forbidden for someone to keep in his house a paid-off bond, because it is said, ‘Do not let unrighteousness dwell in your tents’ (Job. 11:14).”

**a. I:7:** Keeping an uncorrected scroll of the Torah in one’s house.

**3. I:8:** Said R. Nahman, “Witnesses to a bond who said later on, ‘We wrote the bond Simon: given by the borrower to the lender only as a kind of come-on’ Simon: an assurance given to a debtor who signed a bond without receiving money that the creditor would not enforce it unless he actually lent him the money, are not believed. If witnesses to a deed of sale said, ‘We only wrote it as a notification,’ they are not believed.”

**a. I:9:** Gloss.

**b. I:10:** Gloss.

## **C. REVERTING TO THE EXPOSITION OF THE MISHNAH-PARAGRAPH**

**1. I:11:** The witnesses who said, “This is our handwriting, but we were forced to sign,” “...we were minors,” “...we were invalid as relatives for testimony” – lo, these are believed, and the writ is invalid. But if there are witnesses that it is their handwriting, or if their handwriting was available from some other source, they are not believed: Our rabbis have taught on Tannaite authority: Two who had signed a document died, and two witnesses came in from the market and said, “We know that this is their writing, but they were compelled,” or “were minors,” or “were invalid to testify,” lo, these are believed. But if there were yet other witnesses to attest that this is their handwriting, or their handwriting was available from some other source, for example, from a document, the validity of which was challenged and which was confirmed in court, then they the first set of witnesses are not believed.

**a. I:12:** Gloss of the foregoing.

**2. I:13:** Our rabbis have taught on Tannaite authority: A man may write down his testimony in a document and give testimony on the strength of that document, continuing to do so even for a number of years after the date of the document (T. **Ket. 2:2L**).

**a. I:14:** Gloss.

**l. I:15:** Secondary problem, in extension of the foregoing.

A. I:16: Autonomous composition on remembering evidence long after the fact: one can remember evidence up to sixty years, but beyond that point, one will not remember it.

### **XIII. Mishnah-Tractate Ketubot 2:4**

**A. THIS ONE SAYS, “THIS IS MY HANDWRITING, AND THIS IS THE HANDWRITING OF MY FELLOW,” AND THIS ONE SAYS, “THIS IS MY HANDWRITING, AND THIS IS THE HANDWRITING OF MY FELLOW” – LO, THESE ARE BELIEVED. “THIS ONE SAYS, ‘THIS IS MY HANDWRITING,’ AND THIS ONE SAYS, ‘THIS IS MY HANDWRITING’ – “THEY HAVE TO ADD ANOTHER TO THEM SO EACH SIGNATURE IS CONFIRMED BY TWO WITNESSES,” THE WORDS OF RABBI. AND SAGES SAY, “THEY DO NOT HAVE TO ADD ANOTHER TO THEM. BUT: A MAN IS BELIEVED TO SAY, ‘THIS IS MY HANDWRITING.’”**

1. I:1: Should you wish, you may say: In accord with the position of Rabbi, the evidence that they give is in respect to their handwriting, while in accord with sages, the evidence that they give is with reference to the maneh to which the deed makes reference.

a. I:2: Gloss of a detail of the foregoing.

2. I:3: Said R. Judah said Samuel, “The decided law is in accord with the position of sages.”

a. I:4: Gloss.

3. I:5: Said R. Judah said Samuel, “A witness and a judge in the court join together to confirm the validity of a document, the witness testifying that it is his signature, the judge to his, endorsing the document in behalf of the court.”

a. I:6: Recapitulation.

4. I:7: Said R. Safra said R. Abba said R. Isaac bar Samuel bar Marta said R. Huna, and some say, said R. Huna said Rab, “Three who went into session to confirm a bond – two recognize the signatures of the witness and one does not – before the three go ahead and sign onto the document and confirm it, they give testimony before him, and then he signs as well. If this is after they have signed, however, they do not give testimony before him, and he may not sign.”

a. I:8: Secondary extension of the foregoing.

5. I:9: Said R. Abba said R. Huna said Rab, “Three who went into session to confirm a document, and an objection was raised against one of them – before they have signed off on the document, the other two may give evidence concerning the third judge that he is suitable to do the job, and then he signs too; but if they have already signed off on the document, they may not give evidence concerning him and he may not sign.”

6. I:10: Secondary expansion of the foregoing.

## **XIV. Mishnah-Tractate Ketubot 2:5**

**A. THE WOMAN WHO SAID, “I WAS MARRIED, AND I AM DIVORCED,” IS BELIEVED. FOR THE TESTIMONY THAT IMPOSED A PROHIBITION IS THE TESTIMONY THAT REMITTED THE PROHIBITION. BUT IF THERE ARE WITNESSES THAT SHE WAS MARRIED, AND SHE SAYS, “I AM DIVORCED,” SHE IS NOT BELIEVED. IF SHE SAID, “I WAS TAKEN CAPTIVE, BUT I AM PURE,” SHE IS BELIEVED. FOR THE TESTIMONY THAT IMPOSED A PROHIBITION IS THE TESTIMONY THAT REMITTED THE PROHIBITION. BUT IF THERE ARE WITNESSES TO THE FACT THAT SHE WAS TAKEN CAPTIVE, AND SHE SAYS, “I AM PURE,” SHE IS NOT BELIEVED.**

1. I:1: Said R. Assi, “How on the basis of the Torah do we know that the testimony that imposed a prohibition is the testimony that remitted the prohibition? ‘My daughter I gave to this man as a wife’ (Deu. 22:16). When he said, ‘To...man,’ he has prohibited her since we do not know which man is in mind, so all men are equally forbidden, but when he said, ‘This man,’ he permitted her to that one man.”

2. I:2: Our rabbis have taught on Tannaite authority: A woman who said, “I am a married woman,” but then went and said, “I am an unattached woman,” is believed.

a. I:3: Gloss.

3. I:4: Samuel asked Rab, “If she said, ‘I am unclean,’ and then she went and said, ‘I am clean,’ what is the law?” He said to him, “Even in a case such as this, if she gave some plausible basis for her statement, she is believed.”

4. I:5: Our rabbis have taught on Tannaite authority: If two witnesses say the husband has died, and two say he has not died, two say the wife has been divorced, and two say she has not been divorced, lo, this woman may not remarry, and if she has remarried, she also does not have to leave her second husband. R. Menahem b. R. Yosé says, “She must leave the second husband.”

a. I:6: Gloss.

5. I:7: Said R. Yohanan, “If two witnesses say, ‘He is dead,’ and two witnesses say, ‘He is not dead,’ lo, this woman should not remarry; but if she has remarried, she should not go forth. If two say, ‘She is divorced,’ and two say, ‘She is not divorced,’ lo, this woman should not remarry, but if she remarries, she must go forth from the marriage.”

6. I:8: Our rabbis have taught on Tannaite authority: If two witnesses say she was betrothed and two say she was not betrothed, she should not marry, and if she has married, she shall not go forth. If two say she was divorced and two say she was not divorced, she shall not marry, and if she has married, she will go forth.

a. I:9: Gloss.

**B. BUT IF THE WITNESSES APPEARED TO TESTIFY THAT SHE WAS TAKEN CAPTIVE ONLY AFTER SHE HAD REMARRIED, LO, THIS ONE SHOULD NOT GO FORTH.**

1. II:1: R. Oshaia repeats the cited clause with reference to the opening clause of the Mishnah The woman who said, “I was married, and I am divorced” is believed,

and Rabbah bar Abin refers it to the second clause If she said, “I was taken captive, but I am pure,” she is believed.

a. II:2: May we say that at issue between them is what R. Hamnuna “A woman who said to her husband, ‘You have divorced me,’ is believed, in the assumption that a woman would not be so brazen against her husband if it were not the truth” said. He who refers the statement at hand to the opening clause of the Mishnah paragraph concurs with R. Hamnuna, and he who says it speaks only of the second clause does not concur.

2. II:3: But if the witnesses appeared to testify that she was taken captive after she was remarried, lo, this one should not go forth: Said the father of Samuel, “The meaning of after she was remarried is not, actually remarried, but, once the court has permitted her to remarry, even though she was not actually remarried, the same rule pertains.”

3. II:4: Our rabbis have taught on Tannaite authority: If the woman said, “I was taken captive, but I am pure, and I have witnesses to testify that I am pure,” they do not say, “Let us wait until the witnesses come and permit her.” But they permit her to return to her husband forthwith. If once she has been permitted, witnesses come and say, “We do not know,” then she shall not go out. But if witnesses that she was made unclean should show up, even though she has many children, she shall go forth (T. **Ket. 2:2E-G**).

a. II:5: Case.

## **XV. Mishnah-Tractate Ketubot 2:6**

**A. TWO WOMEN WHO WERE TAKEN CAPTIVE – THIS ONE SAYS, “I WAS TAKEN CAPTIVE, BUT I AM PURE,” AND THAT ONE SAYS, “I WAS TAKEN CAPTIVE, BUT I AM PURE” – THEY ARE NOT BELIEVED. AND WHEN THEY GIVE EVIDENCE ABOUT ONE ANOTHER, LO, THEY ARE BELIEVED.**

1. I:1: Our rabbis have taught on Tannaite authority: This one says, “I am unclean, but my girlfriend is clean” – she is believed. “I am clean, but my friend is unclean,” she is not believed. “I and my girlfriend are unclean” – she is believed as to herself but not as to her friend. “I and my friend are clean” – she is believed as to her friend but not as to herself (T. **Ket. 2:N-R**).

a. I:2: Gloss.

## **XVI. Mishnah-Tractate Ketubot 2:7-8**

**A. AND SO TWO MEN – THIS ONE SAYS, “I AM A PRIEST,” AND THAT ONE SAYS, “I AM A PRIEST” – THEY ARE NOT BELIEVED. BUT WHEN THEY GIVE EVIDENCE ABOUT ONE ANOTHER, LO, THEY ARE BELIEVED.**

1. I:1: How come such a proliferation of cases?

2. I:2: Our rabbis have taught on Tannaite authority: “I am a priest and my friend is a priest” – he is believed so as to confer upon the other the right to eat priestly rations, but he is not believed so as to allow him to marry a woman of solid

genealogy, unless there are three witnesses, with two testifying to the status of one and two testifying to the status of the other. R. Judah says, “Even with respect to conferring upon him the right to eat priestly rations, that is the case only if there are three witnesses, with two testifying to the status of one and two testifying to the status of the other.”

**a.** I:3: Is that to say that R. Judah takes account of the possibility of reciprocal favoritism, and rabbis do not take account of that same possibility? Lo, we have a tradition that reverses matters.

**I.** I:4: Gloss.

**3.** I:5: The question was raised: What is the rule on raising a person’s genealogical standing to that of the priesthood on the strength of documents referring to the man as a priest? R. Huna and R. Hisda – One says, “One does raise the man to the priestly caste on the strength of such a document.” The other says, “One does not raise the man to the priestly caste on the strength of such a document.”

**a.** I:6: The question was raised: What is the rule on raising a person’s genealogical standing to that of the priesthood on the strength of his lifting up the hands in the priestly benediction? Flows from the foregoing.

**I.** I:7: Extension of the foregoing.

**A.** I:8: Secondary clarification.

**1.** I:9: Gloss of the foregoing, further data.

**2.** I:10: As above.

**3.** I:11: As above.

**4.** I:12: As above.

**II.** I:13: Reversion to the question raised at I:7.

**A.** I:14: Illustrative case.

**B.** I:15: Illustrative case.

**C.** I:16: Illustrative case.

**D.** I:17: Illustrative case. Rabbi and R. Hiyya – One promoted a man to the priesthood on the basis of evidence given by his father, and the other promoted someone to Levitical status on the basis of evidence given by his brother.

**1.** I:18: Secondary case.

**b.** I:19: It has been taught on Tannaite authority: R. Simeon b. Eleazar says, “Just as eating food in the status of priestly rations serves as evidence in behalf of the presumption that one belongs to the priesthood, so eating first tithe serves as evidence in behalf of the presumption that one belongs to the priesthood. But he who on the authority of a court takes a share in the gifts at the threshing floor – that does not constitute presumptive evidence on his status as a priest.”

**I. I:20:** “But he who on the authority of a court takes a share in the gifts at the threshing floor – that does not constitute presumptive evidence on his status as a priest.” So if the court cannot establish a presumption as to the facts, then where in the world will there ever be such a presumption?!

**B. R. JUDAH SAYS, “THEY DO NOT RAISE SOMEONE TO THE PRIESTHOOD ON THE EVIDENCE OF A SINGLE WITNESS.” SAID R. ELEAZAR, “UNDER WHAT CIRCUMSTANCES? WHEN THERE ARE THOSE WHO RAISE DOUBT ABOUT THE MATTER. BUT WHEN THERE IS NONE WHO RAISES DOUBT ABOUT THE MATTER, THEY DO RAISE SOMEONE TO THE PRIESTHOOD ON THE EVIDENCE OF A SINGLE WITNESS.” RABBAN SIMEON B. GAMALIEL SAYS IN THE NAME OF R. SIMEON, SON OF THE PREFECT, “THEY RAISE SOMEONE TO THE PRIESTHOOD ON THE EVIDENCE OF A SINGLE WITNESS.”**

**1. II:1:** Rabban Simeon b. Gamaliel says the same thing as R. Eliezer! And if you should say that between them is whether or not the evidence of a single witness who raises doubt about the matter is taken into account, with R. Eliezer taking the view that a single person may present such a complaint, while Rabban Simeon b. Gamaliel maintains that two persons are required for such a procedure, has not R. Yohanan said, “All parties concur that a complaint can be issued only on the strength of the evidence of two witnesses”?

## **XVII. Mishnah-Tractate Ketubot 2:9A-C**

**A. THE WOMAN WHO WAS TAKEN PRISONER BY GENTILES – IF IT WAS FOR AN OFFENSE CONCERNING PROPERTY, SHE IS PERMITTED TO RETURN TO HER HUSBAND.**

**1. I:1:** Said R. Samuel bar Isaac said Rab, “This rule was repeated only in a case in which the power of Israel is greater than that of the gentiles, but if the power of gentiles is greater than that of Israel, even if she was abducted for a ransom, she is forbidden to return to her husband.”

**B. IF IT WAS FOR A CAPITAL OFFENSE, SHE IS PROHIBITED TO HER HUSBAND.**

**1. II:1:** Said Rab, “For instance, the wives of thieves” which were confiscated.”

## **XVIII. Mishnah-Tractate Ketubot 2:9D-F**

**A. A CITY WHICH WAS OVERCOME BY SIEGE – ALL THE PRIEST GIRLS FOUND THEREIN ARE INVALID TO RETURN TO THEIR HUSBANDS.**

**1. I:1:** An objection was raised: A band of gentile raiders which entered a town in peacetime – open jars are forbidden, closed ones, permitted. If it was wartime, these and those are permitted, because there is no time for making a libation (M. **A.Z. 5:6**). Said R. Mari, “For making a libation of wine, there is no opportunity, but there is plenty of opportunity for rape.” R. Isaac bar Eleazar in the name of Hezekiah said, “The rule there at M. **A.Z. 5:6** speaks of a siege in the same kingdom suppressing a rebellion, where the troops are restrained, and the passage at hand speaks of foreign troops.”

a. I:2: Gloss.

II. I:3: Gloss of the gloss.

2. I:4: R. Ashi raised this question: “If a woman said, ‘I did not hide out, but I also was not made unclean,’ what is the law? Do we invoke as the governing principle, What motive does she have to lie? Or perhaps we do not invoke that argument?”

**B. BUT IF THEY HAVE WITNESSES, EVEN A MAN SLAVE OR A GIRL SLAVE, LO, THEY ARE BELIEVED. BUT A PERSON IS NOT BELIEVED TO TESTIFY IN HIS OWN BEHALF.**

1. II:1: And even her own slave girl is believed – contradicting the following: She should not afterward continue together with him except in the presence of witnesses, even a slave, even a girl servant, except for her own slave girl, because she is shameless before her slave girl (M. [Git. 7:4A-C](#)).

a. II:2: May we say that the issue of whether or not the slave girl is believed is what is at stake between the following Tannaite statements:

## **XIX. Mishnah-Tractate Ketubot 2:9G-H**

**A. SAID R. ZEKHARIAH B. HAQQASSAB, “BY THIS SANCTUARY! HER HAND DID NOT MOVE FROM MINE FROM THE TIME THAT THE GENTILES ENTERED JERUSALEM UNTIL THEY LEFT IT.” SAID THEY TO HIM, “A PERSON CANNOT GIVE TESTIMONY IN HIS OWN BEHALF.”**

1. I:1: A Tannaite statement: And even so, he set aside a house for her by herself. She was supported by his estate. But he never was alone with her, outside of the presence of her children (T. [Ket. 3:2E](#)). When she went out, she went out at the head of her children, and when she came in, she came in following her children.

a. I:2: Said Abbaye, “What is the law on doing so with his divorced wife? There, with respect to a captive woman as in a siege, rabbis made a lenient ruling, but in the case to which I refer, that is not the rule? Or perhaps there is no difference?”

I. I:3: Gloss of a detail of the foregoing.

A. I:4: Gloss of the gloss.

2. I:5: Our rabbis have taught on Tannaite authority: If he borrowed money from her through the estate of her father, she is repaid only through a third-party agent.

a. I:6: Gloss.

b. I:7: As above.

I. I:8: Case.

## **XX. Mishnah-Tractate Ketubot 2:10**

**A. AND THESE ARE BELIEVED TO GIVE TESTIMONY WHEN THEY REACH MATURITY ABOUT WHAT THEY SAW WHEN THEY WERE MINORS:**

1. I:1: Said R. Huna b. R. Joshua, “But that is the case only if there was an adult with him.”

**B. A MAN IS BELIEVED TO SAY, (1) “THIS IS THE HANDWRITING OF FATHER,” AND (2) “THIS IS THE HANDWRITING OF RABBI,” AND (3) “THIS IS THE HANDWRITING OF MY BROTHER” –**

1. II:1: All three cases were required.

**C. (4) “I REMEMBER ABOUT MRS. SO-AND-SO THAT SHE WENT FORTH TO MUSIC WITH HER HAIR FLOWING LOOSE WHEN SHE WAS MARRIED”**

1. III:1: How come he’s believed?

**D. (5) “I REMEMBER THAT MR. SO-AND-SO WOULD GO FORTH FROM SCHOOL TO IMMERSE TO EAT FOOD IN THE STATUS OF PRIESTLY RATIONS,”**

1. IV:1: But maybe he’s merely the slave of a priest? This supports the view of R. Joshua b. Levi, for said R. Joshua b. Levi, “It is forbidden for someone to teach the Torah to his slave.”

**E. ...TO IMMERSE TO EAT FOOD IN THE STATUS OF PRIESTLY RATIONS:**

1. V:1: That is the case only with respect to food assigned by rabbis the status of priestly rations.

**F. (6) “THAT HE WOULD TAKE A SHARE OF FOOD IN THE STATUS OF PRIESTLY RATIONS WITH US AT THE THRESHING FLOOR” –**

1. VI:1: But maybe he’s merely the slave of a priest? Our Mishnah passage has been formulated in accord with him who says, “A share of priestly rations is accorded to a slave only if his master is with him.”

2. VI:2: It has been taught on Tannaite authority: Said R. Eleazar b. R. Sadoq, “In my entire life I gave testimony on a matter of genealogy only one time, and through my testimony they ended up promoting a slave to the priesthood.”

a. VI:3: Gloss.

**G. (7) “THIS PLACE IS A GRAVE AREA” –**

1. VII:1: How come? It is because the uncleanness of a grave area is merely the decree of rabbis.

**H. (8) “UP TO HERE DID WE WALK ON THE SABBATH.”**

1. VIII:1: He takes the view that the rule governing Sabbath limits derives from the authority of rabbis.

**I. BUT A MAN IS NOT BELIEVED TO SAY, (9) “MR. SO-AND-SO HAD A RIGHT OF WAY IN THIS PLACE,” (10) “SO-AND-SO HAD THE RIGHT OF HALTING AND HOLDING A LAMENTATION IN THIS PLACE.”**

1. IX:1: How come?

2. IX:2: A child is believed when he testifies, “This is what Father told me: ‘This family is clean, this family is unclean.’” “Clean” or “unclean” do you say! Rather: “This family is fit, this family is unfit.” “That we ate at the cutting-off ceremony, marking the marriage of a man or woman to someone beneath his or her genealogical rank of the daughter of So-and-so to So-and-so,” “That we used to present dough-offering and the priestly gifts to the priest, Mr. So-and-so.” But he may not make such a statement if the gifts were delivered through a third party.



And in all cases, if he was a gentile and converted, or a slave and was a friend, he is not believed as to the prior memories. But a man is not believed to say, “Mr. So-and-so had a right of way in this place,” “So-and-so had the right of halting and holding a lamentation in this place.” R. Yohanan b. Beroqa says, “They are believed” (T. **Ket. 3:3A-I**).

a. IX:3: Gloss.

b. IX:4: As above.

## **XXI. Mishnah-Tractate Ketubot 3:1**

### **A. THESE ARE THE GIRLS INVALID FOR MARRIAGE TO AN ISRAELITE WHO NONETHELESS RECEIVE A FINE FROM THE MAN WHO SEDUCES THEM:**

1. I:1: Is the intent of the rule to say that while women invalid for marriage to the man get a fine, those who are valid for marriage to him do not?

2. I:2: While a girl gets the fine, a minor less than twelve years old does not get a fine. Who is the Tannaite authority behind this rule?

### **B. HE WHO HAS SEXUAL RELATIONS WITH (1) A MAMZER GIRL, (2) A NETIN GIRL, OR (3) A SAMARITAN GIRL; HE WHO HAS SEXUAL RELATIONS WITH (4) A CONVERT GIRL, AND WITH (5) A GIRL TAKEN CAPTIVE, AND (6) A SLAVE GIRL WHO WERE REDEEMED, WHO CONVERTED, OR WHO WERE FREED RESPECTIVELY WHEN THEY WERE AT AN AGE OF LESS THAN THREE YEARS AND ONE DAY AND WHO REMAIN IN THE STATUS OF VIRGINS;**

1. II:1: He who has sexual relations with (1) a mamzer girl, (2) a netin girl, or (3) a Samaritan girl: But are these girls eligible to receive a fine? Why should that be the case? Surely you should invoke here the verse, “And she shall be his wife” (Deu. 22:29), meaning, the law applies to a woman who is eligible to be his wife excluding these, who are ineligible!

2. II:2: That formulation He who has sexual relations with a mamzer girl, a netin girl, or a Samaritan girl serves to reject the following Tannaite position, which has been stated on Tannaite authority: “And she shall be his wife” (Deu. 22:29) – Simeon of Teman says, “This refers to a woman who can be his wife.” R. Simeon b. Menassayya says, “It refers to a woman who can remain as his wife.”

3. II:3: Said R. Hisda, “All parties concur that he who has sexual relations with a menstruating woman under the present conditions pays a fine even though the act is punishable by extirpation. From the perspective of the one who maintains that the law applies only if a valid marriage can be contracted with such a woman, lo, this one is also subject to a valid marriage. From the perspective of him who holds that the law applies to a woman with whom he may remain married, lo, this one, too, is suitable to remain wed with him.

4. II:4: And that formulation He who has sexual relations with a mamzer girl, a netin girl, or a Samaritan girl serves to reject the position of R. Nehunia b. Haqqaneh.

a. II:5: Gloss of a detail of the foregoing.

**b.** II:6: Raba said, “The scriptural basis behind the position of R. Nehuniah b. Haqqaneh is the following: ‘And if the people of the land do hide their eyes from that man, when he gives of his seed to Molech, and do not put him to death, then I will set my face against that man and against his family and will cut him off’ (Lev. 20: 4). The Torah has said, ‘My extirpation is equivalent to the death penalty inflicted by you. Just as one put to death by you is exempt from having to pay further compensation for damage he may have done, so when put to death by extirpation on my part he likewise is exempt from having to pay further compensation for damage he may have done.’”

**c.** II:7: Further gloss of II:4. What is at issue between Raba and Abbaye?

**I.** II:8: Gloss of the gloss.

**A.** II:9: Gloss of the foregoing.

**1.** II:10: Gloss of the foregoing.

**C. HE WHO HAS SEXUAL RELATIONS WITH (7) HIS SISTER, AND WITH (8) THE SISTER OF HIS FATHER, AND WITH (9) THE SISTER OF HIS MOTHER, AND WITH (10) HIS WIFE’S SISTER, AND WITH (11) THE WIFE OF HIS BROTHER, AND WITH (12) THE WIFE OF THE BROTHER OF HIS FATHER, AND WITH (13) THE MENSTRUATING WOMAN – THEY RECEIVE A FINE FROM THE MAN WHO SEDUCES THEM. EVEN THOUGH SEXUAL RELATIONS WITH THEM ARE SUBJECT TO EXTIRPATION, ONE DOES NOT INCUR THROUGH HAVING SEXUAL RELATIONS WITH THEM THE DEATH PENALTY AT THE HANDS OF AN EARTHLY COURT.**

**1.** III:1: By way of contradiction: These are the ones who are flogged: He who has sexual relations with (1) his sister, (2) the sister of his father, (3) the sister of his mother, (4) the sister of his wife, (5) the wife of his brother, (6) the wife of the brother of his father, (7) a menstruating woman (M. Mak. 3:1A-C). And it is an established fact that one does not both receive a flogging and also have to pay monetary compensation! Said Ulla, “There is no contradiction, the one speaks of his sister when she is a girl there is a fine, but no flogging, the other intersecting rule speaks of his sister as an adult there is flogging, but no fine.”

**a.** III:2: Then Ulla takes the view that in any case in which there is the possibility of monetary compensation or a flogging, money is paid, but no flogging administered? How then does he know any such thing?

**2.** III:3: R. Yohanan said, “You may even say that the cited passage M. **Mak. 3:1** speaks of his sister who was a girl. There at M. **Mak. 3:1** the rule speaks of a case in which an admonition was given to the man, here, where there was no admonition given to the man.” Then R. Yohanan takes the view that in any case in which there is the possibility of monetary compensation or a flogging, and there was proper admonition, a flogging is administered, but money is not paid. How then does he know any such thing?

**a.** III:4: Gloss of the foregoing.

**3.** III:5: Then why does R. Yohanan not concur with what Ulla has said if he had sexual relations with his sister who is a girl, he would not be flogged if he did so after he was warned?

**4. III:6:** R. Eleazar says, “A conspiracy of perjured witnesses pays monetary compensation but is not flogged, since they are not subject to admonition at all.” Said Raba, “You may know that this is so, for when are we supposed to warn them? If we warn them at the outset, they will say, ‘We forgot.’ If we warn them during the action, they will bug out and not testify. Should we warn them after it’s all over? Well, what happened happened.”

**5. III:7:** R. Shisha b. R. Idi said, “He who inflicts bodily injury on his fellow also pays monetary compensation and is not flogged. Proof derives from the following: ‘And if men strive together and hurt a woman with child so that she loses the foetus’ (Exo. 21:22), on which said R. Eleazar, ‘Scripture speaks of striving with intent to kill: “But if any harm follows, then you shall give life for life” (Exo. 21:23).’ Now how can we imagine such a situation? If there was no prior admonition, then would he be subject to the death penalty? Obviously not. So it is clear that there was prior admonition. And if one is subject to an admonition concerning a more severe matter, he is also deemed subject to an admonition for a lesser matter, and yet: ‘And yet if no harm follows, he shall surely be fined.’” Although there was a warning and he should be liable to flogging, he pays money and is not flogged.

**6. III:8:** Responding to the question raised above, concerning the conflict between the Mishnah paragraph at hand and that at M. Mak. 3:1, namely, between the language, He who has sexual relations with (7) his sister, and with (8) the sister of his father, and with (9) the sister of his mother, and with (10) his wife’s sister, and with (11) the wife of his brother, and with (12) the wife of the brother of his father, and with (13) the menstruating woman pays a fine – and, by way of contradiction: These are the ones who are flogged: He who has sexual relations with (1) his sister, (2) the sister of his father, (3) the sister of his mother, (4) the sister of his wife, (5) the wife of his brother, (6) the wife of the brother of his father, (7) a menstruating woman (M. **Mak. 3:1A-C**), in light of the established fact that one does not both receive a flogging and also have to pay monetary compensation said R. Simeon b. Laqish, “Lo, who is the authority behind the cited passage? It is R. Meir, who has said, ‘One may be flogged and also required to pay monetary compensation.’”

**a. III:9:** Gloss of the foregoing.

**b. III:10:** Continuation of the foregoing.

**c. III:11:** As above.

**7. III:12:** Resumption of the discussion of III:8: Now with regard to the position of R. Yohanan, there is no difficulty in understanding why he does not accord with R. Simeon b. Laqish, for he wishes to interpret the Mishnah’s rule in accord with the view of rabbis who form the authoritative position on the matter, rather than in accord with a dissenting view. But as to R. Simeon b. Laqish, what motive does he have not to concur with R. Yohanan?

**a. III:13:** And the two authorities are consistent with views expressed elsewhere.

**A. III:14:** Extension of the foregoing.

**1. III:15:** Scriptural basis for the foregoing.

**2. III:16:** Continuation of the foregoing.

**8. III:17:** Said R. Pappa to Abbaye, “From the perspective of Rabbah, who has said, ‘It is an exceptional rule that the Torah has made in requiring that the felon pay a fine even though one is put to death,’ according to whom does he align our Mishnah paragraph? If it is to accord with the view of R. Meir, then the ruling regarding raping his daughter presents a difficulty why no fine in that case? If it is according to R. Nehunia b. Haqqanneh, then the law about raping his sister presents a difficulty he concurs with Meir on flogging but not on extirpation; and if it is to accord with R. Isaac, the law on the mamzer girl presents a problem he holds if there is extirpation, there is no flogging, so why a fine here, where there is a flogging?”

**9. III:18:** Said R. Mattena to Abbaye, “From the perspective of R. Simeon b. Laqish, who has said, ‘The Torah has explicitly extended the law governing those who commit an act subject to the death penalty to those who commit an act penalized by a flogging, who is the Tannaite authority who differs from R. Nehunia b. Haqqanneh?’ — so that there is no payment even if the act was done inadvertently.

**10. III:19:** Our rabbis have taught on Tannaite authority: Those who stand in a consanguineous relationship with the lover, and those forbidden to him at the second remove, have no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction. A girl who exercises the right of refusal has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction. A barren woman has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction. She who is sent off on account of a bad reputation has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction.

**a. III:20:** What is the definition of “those who stand in a consanguineous relationship with the lover, and those forbidden to him at the second remove? And who is the authority behind this rule?

**b. III:21:** A girl who exercises the right of refusal has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction”: It follows that a minor in general does have such a claim. In accord with whose position is that rule?

**c. III:22:** “A barren woman has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction”: By way of contradiction: A deaf-mute and an idiot and a barren woman have a claim on the fine and may be subjected to a claim against their virginity!

**d. III:23:** “A woman injured by a piece of wood is not subject to a claim as to her virginity”: But has not Rab stated, “As to a woman who has reached maturity, she is assigned the first night”? We assume that bleeding is due to not menstruation but virginity, so it would prove she is a virgin.

e. III:24: “Sumekhos says in the name of R. Meir, ‘A blind woman is not subject to a claim as to her virginity’”: What is the operative consideration in the mind of Sumekhos?

f. III:25: “She who is sent off on account of a bad reputation has no claim on payment of a fine in the case of rape or to an indemnity in the case of seduction”: A woman who goes out on account of a bad reputation is subject to stoning!

## **XXII. Mishnah-Tractate Ketubot 3:2**

**A. AND THESE DO NOT RECEIVE A FINE FROM THE MAN WHO SEDUCES THEM: HE WHO HAS SEXUAL RELATIONS WITH (1) A CONVERT, (2) A GIRL TAKEN CAPTIVE, OR (3) A SLAVE GIRL, WHO WAS REDEEMED, OR WHO CONVERTED, OR WHO WAS FREED, WHEN ANY OF THESE WAS AT AN AGE OF MORE THAN THREE YEARS AND ONE DAY – R. JUDAH SAYS, “A GIRL TAKEN CAPTIVE WHO WAS REDEEMED, LO, SHE REMAINS IN HER CONDITION OF SANCTITY, EVEN THOUGH SHE IS AN ADULT:”**

1. I:1: A girl taken captive who was redeemed, lo, she remains in her condition of sanctity, even though she is an adult: Said R. Yohanan, “R. Judah and R. Dosa take the same view. As to R. Judah, it is just as we have now said. As to R. Dosa, it is in line with that which has been stated as a Tannaite formulation: ‘A woman taken captive and returned to her husband continues to eat heave-offering when she returns to her husband, who is a priest,’ the words of R. Dosa.” And sages say, “There is a woman taken captive who may eat heave-offering, and there is a woman taken captive who may not do so. How so? The woman who says, ‘I was taken captive, but I remain clean,’ eats heave-offering, for the mouth which imposed a prohibition on the person is the mouth which released the prohibition from that same person. But if there were witnesses that she had been taken captive, while she says, ‘I am clean,’ she may not eat heave-offering” (M. **Ed. 3:6**). Dosa continues: “For what has this Arab done to her? Simply because he stroked her between her breasts, has he invalidated her for marriage into the priesthood?”

a. I:2: Now, is it the fact that R. Judah maintains that she remains in her status of sanctification even when taken captive? And has it not been taught on Tannaite authority: He who ransoms a female captive may marry her, but he who testifies in her behalf that she has not been raped may not marry her. R. Judah says, “One way or the other, he may not marry her” (T. **Yeb. 4:4H-J**)?

2. I:3: R. Pappa bar Samuel pointed out to R. Joseph a contradiction: “And does R. Judah really maintain that a female captive remains in her condition of sanctification? Has it not been taught on Tannaite authority: A woman who converted and only then produced a drop of menstrual blood – R. Judah says, ‘It is sufficient for her to reckon uncleanness from the time of her discovering a flow.’ R. Yosé says, ‘Lo, she is classified along with all other Israelite women, so she is held to have been unclean only during the preceding twenty-four hours when this lessens the period from the examination to the last examination, and she is held to have been unclean only during the period from examination to examination when

this lessens the period of twenty-four hours.’ ‘And she has to wait three months before marrying to determine she is not pregnant prior to her conversion,’ the words of R. Judah. So Judah suspects she has had sexual relations, contrary to the Mishnah’s claim that he says a captive woman protects her chastity. R. Yosé permits her to become betrothed and to consummate the marriage forthwith.”

**B. HE WHO HAS SEXUAL RELATIONS WITH (4) HIS DAUGHTER, (5) HIS DAUGHTER’S DAUGHTER, (6) WITH THE DAUGHTER OF HIS SON, (7) WITH THE DAUGHTER OF HIS WIFE, (8) WITH THE DAUGHTER OF HER SON, (9) WITH THE DAUGHTER OF HER DAUGHTER – THEY DO NOT RECEIVE A FINE FROM THE MAN WHO SEDUCES THEM, FOR HE INCURS THE DEATH PENALTY. FOR THE DEATH PENALTY INFLICTED UPON HIM IS AT THE HANDS OF AN EARTHLY COURT, AND WHOEVER INCURS THE DEATH PENALTY AT THE HANDS OF AN EARTHLY COURT DOES NOT PAY OUT A FINANCIAL PENALTY IN ADDITION, SINCE IT SAYS, “IF NO DAMAGE BEFALL HE SHALL SURELY BE FINED” (EXO. 21:22).**

1. II:1: Does that proposition derive from the text that is adduced in evidence? Lo, it derives from the following: “According to his crime” (Deu. 25: 2), meaning, for one crime you hold him liable, but you do not hold him liable for two crimes, and, alongside, “Forty stripes he may give him” (Deu. 25: 3)?

a. II:2: And from the perspective of R. Meir, who has said, “One may both be flogged and required to pay a monetary penalty,” what need do I have for two proofs?

b. II:3: What need do I have, then, for the proof-text, “Moreover you shall take no ransom for the life of a murderer” (Num. 35:31) which proves that a monetary fine is not imposed in addition to the death penalty?

c. II:4: What need do I have, then, for the proof-text, “And you shall take no ransom for him who flees to his city of refuge” (Num. 35:32)?

d. II:5: Why two verses of Scripture to make the same point one on the death penalty and monetary penalty, the other on exile and monetary penalty, but both addressing the case of murder?

e. II:6: What need do I have, then, for the proof-text, “And no expiation can be made for the land for the blood that is shed therein, but by the blood of him that shed it” (Num. 35:33)?

f. II:7: What need do I have, then, for the proof-text, “So you shall put away the guilt of the innocent blood from the midst of you” (Deu. 21: 9)?

g. II:8: What need do I have, then, for the proof-text, “None devoted, that may be devoted of men, shall be ransomed, he shall surely be put to death” (Lev. 27:29)?

l. II:9: Gloss of the foregoing.

### **XXIII. Mishnah-Tractate Ketubot 3:3**

**A. A GIRL WHO WAS BETROTHED AND THEN DIVORCED – R. YOSÉ THE GALILEAN SAYS, “SHE DOES NOT RECEIVE A FINE FROM THE MAN WHO RAPED OR SEDUCED**

**HER.” R. AQIBA SAYS, “SHE DOES RECEIVE A FINE, AND THE FINE BELONGS TO HER.”**

1. I:1: What is the scriptural basis for the position of R. Yosé the Galilean?
2. I:2: Our rabbis have taught on Tannaite authority: To whom is paid the monetary fine of a virgin who has been raped? To her father. And there are those who say, “To herself.”
  - a. I:3: Gloss of the foregoing.
3. I:4: Said Abbaye, “If he raped her and she died, he is exempt from having to pay the fine, in line with the verse, ‘And the man who lay with her shall give the father of the maiden fifty sheqels’ (Deu. 22:29) – meaning, to the father of the maiden, not to the father of a deceased maiden.”
4. I:5: Raba asked Abbaye, “If he had intercourse with her and then before paying the fine betrothed her, what is the law?”

#### **XXIV. Mishnah-Tractate Ketubot 3:4-5**

**A. 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.**

1. I:1: The pain which he has inflicted: In what connection? Said the father of Samuel, “The pain he inflicted by throwing her on the ground.”

**B. WHAT IS THE DIFFERENCE BETWEEN THE ONE WHO RAPES A GIRL AND THE ONE WHO SEDUCES HER? (1) THE ONE WHO RAPES A GIRL PAYS FOR THE PAIN, AND THE ONE WHO SEDUCES HER DOES NOT PAY FOR THE PAIN. (2) THE ONE WHO RAPES A GIRL PAYS THE FINANCIAL PENALTIES FORTHWITH, BUT THE ONE WHO SEDUCES HER PAYS THE PENALTIES WHEN HE PUTS HER AWAY. (3) THE ONE WHO RAPES THE GIRL FOREVER AFTER**

1. II:1: The one who rapes a girl pays the financial penalties forthwith, but the one who seduces her pays the penalties when he puts her away: when he puts her away – so is she his wife?

**a. II:2: Gloss.**

2. II:3: A further teaching on Tannaite authority: Although they have said, “He who rapes pays compensation forthwith,” when she goes forth, she has no claim upon him. If he died, the money paid as a fine to her serves as payment for her marriage settlement. R. Yosé b. R. Judah says, “She has a claim for a marriage settlement.”

**a. II:4: Gloss. What is at issue between R. Yosé b. R. Judah and the prior authority?**

**C. ...DRINKS OUT OF HIS EARTHEN POT, BUT THE ONE WHO SEDUCES HER, IF HE WANTED TO PUT HER AWAY, DOES PUT HER AWAY.**



1. III:1: Said Raba from Paraziqa to R. Ashi, “Note: The fine paid by a rapist and a seducer are deduced one from the other sheqels, fifty, respectively. Why not derive this rule reciprocally as well that the seducer has to marry the girl?”

**D. HOW DOES HE “DRINK FROM HIS EARTHEN POT”? EVEN IF SHE IS LAME, EVEN IF SHE IS BLIND, AND EVEN IF SHE IS AFFLICTED WITH BOILS, HE MUST REMAIN MARRIED TO HER. IF A MATTER OF UNCHASTITY TURNED OUT TO PERTAIN TO HER, OR IF SHE IS NOT APPROPRIATE TO ENTER INTO THE ISRAELITE CONGREGATION, HE IS NOT PERMITTED TO CONFIRM HER AS HIS WIFE, BUT, IF HE HAS MARRIED HER, HE MUST DIVORCE HER, SINCE IT IS SAID, “AND SHE WILL BE A WIFE TO HIM” (DEU. 22:29) – A WIFE APPROPRIATE FOR HIM.**

1. IV:1: Said R. Kahana, “I stated this tradition before R. Zebid of Nehardea: Let a positive commandment ‘She shall be his wife,’ Deu. 22:29 supersede a negative commandment the prohibition to marry one who was unfit to marry an Israelite? He said to me, ‘Under what circumstances do we say, ‘Let a positive commandment supersede a negative commandment’? For instance, in the case of circumcision of a penis afflicted with the skin ailment, in which, otherwise it would not be possible to carry out the positive commandment of circumcision. But here, if she says she doesn’t want the man as a husband, what positive commandment would have come up?”

## **XXV. Mishnah-Tractate Ketubot 3:6**

**A. AN ORPHAN WHO WAS BETROTHED AND DIVORCED – R. ELEAZAR SAYS, “HE WHO SEDUCES HER IS EXEMPT FROM PAYING A FINE, BUT HE WHO RAPES HER IS LIABLE.”**

1. I:1: Said Rabbah bar bar Hannah said R. Yohanan, “R. Eleazar concurs with the theory of R. Aqiba, his master, who said, ‘She does receive a fine, and the fine belongs to her.’ How so? As it is stated as a Tannaite formulation: An orphan who was betrothed and divorced – R. Eleazar says, ‘He who rapes her is liable, and he who seduces her is exempt from paying a fine.’ Now the case of the orphan is obvious there being no father, the fine obviously goes to her.’

2. I:2: Said R. Zira said Rabbah bar Shila said R. Hamnuna the Elder said R. Ada bar Ahbah said Rab, “The decided law accords with R. Eleazar.”

## **XXVI. Mishnah-Tractate Ketubot 3:7**

**A. WHAT IS THE MODE OF ASSESSING COMPENSATION FOR SHAME? ALL IS ASSESSED IN ACCORD WITH THE STATUS OF THE ONE WHO SHAMES AND THE ONE WHO IS SHAMED.**

1. I:1: Might one say, the “fifty selas” of which Scripture spoke serves to cover all counts of compensation?

**B. HOW IS THE COMPENSATION FOR DAMAGE ASSESSED? THEY REGARD HER AS IF SHE IS A SLAVE GIRL FOR SALE: HOW MUCH WAS SHE WORTH BEFORE THE SEXUAL INCIDENT, AND HOW MUCH IS SHE WORTH NOW. IT IS THE SAME FOR EVERY**



**PERSON FIFTY SELAS, DEU. 22:29. AND ANY FINE WHICH IS SUBJECT TO A FIXED AMOUNT DECREED BY THE TORAH IS EQUIVALENT FOR EVERY PERSON.**

1. II:1: How do we assess her value? Said the father of Samuel, “They make an estimate of how much more someone is willing to pay for a virgin slave than for a non-virgin slave as an attendant.”

### **XXVII. Mishnah-Tractate Ketubot 3:8**

**A. IN ANY SITUATION IN WHICH THERE IS A RIGHT OF SALE, THERE IS NO FINE. AND IN ANY SITUATION IN WHICH THERE IS A FINE, THERE IS NO RIGHT OF SALE. A MINOR GIRL IS SUBJECT TO SALE AND DOES NOT RECEIVE A FINE. A GIRL RECEIVES A FINE AND IS NOT SUBJECT TO SALE. A MATURE WOMAN IS NOT SUBJECT TO SALE AND DOES NOT RECEIVE A FINE.**

1. I:1: Said R. Judah said Rab, “This is the opinion of R. Meir, but sages say, ‘A fine is imposed even where the right of sale applies.’”

a. I:2: Said R. Hisda, “What is the scriptural basis for the position of R. Meir?”

### **XXVIII. Mishnah-Tractate Ketubot 3:9**

**A. HE WHO SAYS, “I SEDUCED MR. SO-AND-SO’S DAUGHTER,” PAYS THE PENALTIES OF SHAME AND DAMAGE ON THE BASIS OF HIS OWN TESTIMONY. BUT HE DOES NOT PAY A FINE.**

1. I:1: Should not the framer of the passage not have made his Tannaite statement with reference, also, to I raped...?

2. I:2: Our Mishnah paragraph is not in accord with the following Tannaite authority, as has been taught on Tannaite authority: R. Simeon b. Judah says in the name of R. Simeon, “Also compensation for the humiliation and injury he does not have to pay on the strength of his own testimony. He does not have the power to damage the reputation of someone else’s daughter.”

3. I:3: Said R. Pappa to Abbaye, “If in order to collect compensation the girl is willing to accept the negative treatment of her reputation, what is the law?”

**B. HE WHO SAYS, “I STOLE AND I SLAUGHTERED AND SOLD AN ANIMAL BELONGING TO SO-AND-SO,” PAYS BACK THE PRINCIPAL ON THE BASIS OF HIS OWN TESTIMONY, BUT HE DOES NOT PAY DOUBLE DAMAGES OR FOUR- OR FIVEFOLD DAMAGES. IF HE SAYS, “MY OX KILLED SO-AND-SO,” OR “THE OX OF SO-AND-SO,” LO, THIS ONE PAYS ON THE BASIS OF HIS OWN TESTIMONY. IF HE SAYS, “MY OX KILLED SO-AND-SO’S SLAVE,” HE DOES NOT PAY ON THE BASIS OF HIS OWN EVIDENCE. THIS IS THE GENERAL PRINCIPLE: WHOEVER PAYS COMPENSATION GREATER THAN THE DAMAGE HE HAS ACTUALLY DONE DOES NOT PAY SAID DAMAGES ON THE BASIS OF HIS OWN TESTIMONY ALONE, AND HE CANNOT BE ASSESSED FOR SUCH DAMAGES.**

1. II:1: It has been stated: Half damages – R. Pappa said, “They are classified as civil damages.” R. Huna b. R. Joshua said, “They fall into the classification of an extrajudicial sanction.”

## **XXIX. Mishnah-Tractate Ketubot 4:1**

**A. A GIRL TWELVE TO TWELVE-AND-A-HALF YEARS OF AGE WHO WAS SEDUCED – 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. IF SHE WON IN COURT BEFORE HER FATHER DIED, LO, THEY THE FUNDS BELONG TO THE FATHER. IF THE FATHER THEN DIED, LO, THEY BELONG TO THE BROTHERS. IF SHE DID NOT SUFFICE TO WIN HER CASE IN COURT BEFORE THE FATHER DIED, LO, THEY ARE HERS. 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. IF THE FATHER DIED, LO, THEY BELONG TO THE BROTHERS. IF SHE DID NOT SUFFICE TO WIN HER CASE IN COURT BEFORE THE FATHER DIED, LO, THEY ARE HERS. R. SIMEON SAYS, “IF SHE DID NOT SUCCEED IN COLLECTING THE FUNDS BEFORE THE FATHER DIED, LO, THEY ARE HERS.”**

1. I:1: 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. FREE-STANDING ANALYSIS, INSERTED BECAUSE OF THE UTILIZATION OF SIMEON’S STATEMENT IN THE PRESENT MISHNAH-PARAGRAPH**

1. I:2: 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**). 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. 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.**

1. II:1: 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?”

2. II:2: So, too, it has been stated: Said R. Judah said Rab, “If the daughter is supported by the brothers, she nonetheless keeps her wages.” Said R. Kahana, “What is the scriptural basis for that position?”

a. II:3: Gloss of the foregoing.

3. II:4: 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.”

a. II:5: The decided law is in accord with R. Sheshet.

### **XXX. Mishnah-Tractate Ketubot 4:2**

**A. HE WHO BETROTHED HIS DAUGHTER, AND HE THE HUSBAND DIVORCED HER, AND HE THE FATHER BETROTHED HER TO SOMEONE ELSE, AND SHE WAS WIDOWED – HER MARRIAGE CONTRACT IN BOTH INSTANCES BELONGS TO HIM THE FATHER.**

**IF THE FATHER MARRIED HER OFF, HOWEVER, AND HE THE HUSBAND DIVORCED HER, HE MARRIED HER OFF, AND SHE WAS WIDOWED – HER MARRIAGE CONTRACT BELONGS TO HER.**

1. I:1: 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.”

**B. R. JUDAH SAYS, “THE FIRST MARRIAGE CONTRACT’S PAYOFF BELONGS TO THE FATHER.” THEY SAID TO HIM, “ONCE HE HAS ACTUALLY MARRIED HER OFF NOT MERELY BETROTHED HER, THE FATHER HAS NO TITLE OVER HER.”**

1. II:1: What is the operative consideration behind the position of R. Judah?

2. II:2: 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? 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.” And R. Assi said, “Both this and that are collected from property sold beyond the date of the marriage.

a. II:3: Gloss.

I. II:4: Gloss of the gloss.

A. II:5: As above.

### **XXXI. Mishnah-Tractate Ketubot 4:3**

**A. THE CONVERT WHOSE DAUGHTER CONVERTED WITH HER, AND SHE THE DAUGHTER COMMITTED AN ACT OF FORNICATION WHEN SHE WAS A BETROTHED GIRL – LO, THIS ONE IS PUT TO DEATH THROUGH STRANGLING. 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).**

**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.**

**SHE IS NOT SUBJECT TO THE RULE, “AT THE DOOR OF HER FATHER’S HOUSE,” NOR TO A HUNDRED SELAS. IF HER CONCEPTION AND PARTURITION WERE IN A STATE OF SANCTITY, LO, SHE IS EQUIVALENT TO AN ISRAELITE GIRL FOR EVERY PURPOSE.**

1. I:1: 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. 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.**

1. II:1: 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.”

2. II:2: 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?”

3. II:3: 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.”

### C. TOPICAL COMPOSITE ON MODES OF EXECUTION OF A BETROTHED GIRL

**1. II:4:** 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, 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.’ 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. If she went rotten and then reached puberty, she is judged for the death penalty of strangulation.”

**2. II:5:** Our rabbis have taught on Tannaite authority: A betrothed maiden who fornicated is to be stoned at the door of her father’s house. 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. But if it was a gentile town, they stone her at the door of the Israelite courthouse (T. **San. 10:10D-F**).

**a. II:6:** What is the source in Scripture for these rulings?

**b. II:7:** 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?

**3. II:8:** Our rabbis have taught on Tannaite authority: He who maligns his wife falsely accusing her of fornication is flogged and also pays a hundred selas. 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.”

**a. II:9:** the issue between them is what is under dispute between R. Eliezer

**b. Jacob and rabbis, and this is the sense of the matter....**

**I. II:10:** There are those who say: The entire formulation accords with the position of R. Eliezer b. Jacob and this is the sense of the matter:

**A. II:11:** Gloss of the foregoing.

**4. II:12:** Our rabbis have taught on Tannaite authority: “And they shall fine him” (Deu. 22:19) – this refers to a monetary penalty. “And chastise him” (Deu. 22:18) – this refers to a flogging.

**a. II:13:** 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). But as to, “And chastise him” (Deu. 22:18) – this refers to a flogging, how do we know that that means a flogging?

**5. II:14:** How on the basis of Scripture do we derive the fact that an admonition is required for the husband who maligns his wife? R. Eleazar said, “It derives from, ‘You shall not flaunt around as a common gossip’ (Lev. 19:16).” R. Nathan says,

“It derives from, ‘Then you shall keep yourself from every evil thing’ (Deu. 23:10).”

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

6. II:16: 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. She and also the conspiratorial witnesses who perjured themselves against her are hastened off to the place of stoning.

a. II:17: Gloss.

b. II:18: As above.

c. II:19: As above.

7. II:20: Reversion to II:9: It is in line with that which has been taught on Tannaite authority: 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 was unchaste while subject to him prior to betrothal, she gets a marriage settlement of a maneh. 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. 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.”

a. II:21: Gloss.

8. II:22: 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.”

## XXXII. Mishnah-Tractate Ketubot 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”

1. I:1: Money: How on the basis of Scripture do we know that fact?

2. I:2: 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. DOCUMENT, OR SEXUAL INTERCOURSE:

1. II:1: How on the basis of Scripture do we know that fact?

**C. AND HE RETAINS CONTROL OF WHAT SHE FINDS:**

1. III:1: That is on account of the possibility of otherwise eliciting ill will.

**D. OF THE FRUIT OF HER LABOR:**

1. IV:1: How on the basis of Scripture do we know that fact?

**E. AND OF ABROGATING HER VOWS.**

1. V:1: How on the basis of Scripture do we know that fact?

**F. AND HE RECEIVES HER WRIT OF DIVORCE FROM A BETROTHAL.**

1. VI:1: How on the basis of Scripture do we know that fact?

**G. BUT HE DOES NOT DISPOSE OF THE RETURN ON PROPERTY RECEIVED BY THE GIRL FROM HER MOTHER DURING HER LIFETIME.**

1. VII:1: Our rabbis have taught on Tannaite authority: The father does not enjoy the usufruct of the return on property received by the girl from her mother during his daughter's lifetime. 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."

a. VII:2: What is at issue here?

**H.. 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.**

1. VIII:1: Our rabbis have taught on Tannaite authority: 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. In the name of R. Nathan they said, "The husband has acquired title to these things."

a. VIII:2: What is at issue here?

**I. BUT HE IS LIABLE TO MAINTAIN HER, AND TO RANSOM HER, AND TO BURY HER.**

1. IX:1: Our rabbis have taught on Tannaite authority: 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.

a. IX:2: What's the sense of the therefore?

b. IX:3: 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.

2. IX:4: 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: '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). 'Her garment' (Exo. 21:10) means what it says. 'Her conjugal rites' (Exo. 21:10) refers to sexual relations, as it is said, 'If you shall afflict my



daughters' (Gen 31:50).” 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). ‘Her garment’ (Exo. 21:10) means what it says. ‘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).” 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. ‘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.”

a. IX:5: 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.”

**J. R. JUDAH SAYS, “EVEN THE POOREST MAN IN ISRAEL SHOULD NOT HIRE FEWER THAN TWO FLUTES AND ONE PROFESSIONAL WAILING WOMAN.”**

1. X:1: 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?

2. X:2: aid R. Hisda said Mar Uqba, “The decided law accords with R. Judah.”

3. X:3: 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.”

a. X:4: What is something else?

4. X:5: 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.”

5. X:6: Said R. Mattenah, “He who says, ‘If she dies, do not bury her out of my estate’ – they obey him.”

### **XXXIII. Mishnah-Tractate Ketubot 4:5**

**A. UNDER ALL CIRCUMSTANCES IS SHE IN THE DOMAIN OF THE FATHER, UNTIL SHE ENTERS THE DOMAIN OF THE HUSBAND THROUGH MARRIAGE.**

1. I:1: Under all circumstances is she in the domain of the father: What is the meaning of Under all circumstances?

**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.**

**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. IF THE AGENTS OF THE FATHER HANDED HER OVER TO THE AGENTS OF THE HUSBAND, LO, SHE IS IN THE DOMAIN OF THE HUSBAND.**

1. II:1: 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.” And R. Assi said, “Even for the right to eat priestly rations.”

2. II:2: 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. 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.”

3. II:3: 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.”

a. II:4: Gloss.

4. II:5: 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.

### **XXXIV. Mishnah-Tractate Ketubot 4:6**

#### **A. THE FATHER WHILE ALIVE IS NOT LIABLE FOR THE MAINTENANCE OF HIS DAUGHTER:**

1. I:1: 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. 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....

2. I:2: 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. FURTHER RULES ORDAINED IN USHA**

1. I:3: 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.”

a. I:4: Gloss.

2. I:5: 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.”

a. I:6: Gloss.

3. I:7: 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.”

a. I:8: Gloss.

b. I:9: 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.”

4. I:10: 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.’”

5. I:11: 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?”

6. I:12: “Happy are those who keep justice, who do righteousness at all times” (Psa. 106: 3): But is it really possible to do righteousness at all times 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.”

7. I:13: “Wealth and riches are in his house, and his merit endures for ever” (Psa. 112: 3): R. Huna and R. Hisda – One said, “This speaks of one who studies the Torah and teaches it to others.” And the other said, “This speaks of one who writes out a scroll of the Torah, prophets, and writings, and lends them to others.”

8. I:14: “And see your children’s children, peace be upon Israel” (Psa. 128: 6): 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.” 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.”

**C. 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.”**

1. II:1: 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.”

2. II:2: Said R. Hiyya bar Joseph, “Rab allowed maintenance of the daughters from grain of the highest quality.” 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.’”

a. II:3: Another case.

b. II:4: Another case.

c. II:5: Another case.

d. II:6: Another case.

e. II:7: As above.

3. II:8: Our rabbis have taught on Tannaite authority: “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. 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**).

### **XXXV. Mishnah-Tractate Ketubot 4:7-9**

**A. IF HE DID NOT WRITE A MARRIAGE CONTRACT FOR HER, THE VIRGIN NONETHELESS COLLECTS TWO HUNDRED ZUZ IN THE EVENT OF DIVORCE OR WIDOWHOOD, AND THE WIDOW, A MANEH, FOR THIS IS IN ALL EVENTS AN UNSTATED CONDITION IMPOSED BY THE COURT. 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.**

1. I:1: 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. 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,”**

1. II:1: 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.”

a. II:2: 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?

I. II:3: Gloss.

2. II:4: It has been further taught on Tannaite authority: “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.

a. II:5: 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.”

3. II:6: Said R. Judah, “Women who were kidnapped are permitted to return to their husbands.”

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

a. II:8: Gloss.

**C. ...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.**

1. III:1: Said Abbayye, “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.” 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.” 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.

2. III:2: Our rabbis have taught on Tannaite authority: 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.

a. III:3: Gloss. Levi considered making a practical decision in line with this Tannaite statement.

3. III:4: Our rabbis have taught on Tannaite authority: 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.”

**D. IF SHE WAS TAKEN CAPTIVE, HE IS LIABLE TO REDEEM HER. AND IF HE SAID, “LO, HERE IS HER WRIT OF DIVORCE AND THE FUNDS OWING ON HER MARRIAGE CONTRACT, LET HER REDEEM HERSELF,” HE HAS NO RIGHT TO DO SO.**

**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.**

1. IV:1: Our rabbis have taught on Tannaite authority: 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. 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**).

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

a. IV:3: Gloss.

### **XXXVI. Mishnah-Tractate Ketubot 4:10-12**

**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.**

1. I:1: 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.”

a. I:2: 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?

l. I:3: Practical case. 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. 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”?

2. I:4: 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?”

3. I:5: 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.”

a. I:6: Case.

4. I:7: When Rabin came, he said R. Simeon b. Laqish said, “A betrothed woman who died has no claim on a marriage settlement.”

**B. 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.**

1. II:1: Rab set forth as a Tannaite clause: “Up to the time that they are taken in marriage.” And Levi set forth as a Tannaite clause: “Until you reach pubescence.”

a. II:2: Gloss.

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

3. II:4: 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?”

4. II:5: 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?” 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.

5. II:6: 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?”

6. II:7: 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? 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?”

7. II:8: 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, 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?”

8. II:9: 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, 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.”

**C. 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.**

1. III:1: 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.”

2. III:2: Said R. Nahman said Samuel, “If she got a marriage proposal and consented, she has no claim on maintenance.”

3. III:3: Said R. Hisda, “If she fornicated, she has no right to a claim for maintenance.” Said R. Joseph, “If she painted her eyes or rouged her face, she has no right to a claim for maintenance.”

a. III:4: 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.”

**D. SO DID THE JERUSALEMITES WRITE INTO A MARRIAGE CONTRACT. THE GALILEANS WROTE THE MARRIAGE CONTRACT AS DID THE JERUSALEMITES. THE JUDEANS WROTE INTO THE MARRIAGE CONTRACT, “UNTIL SUCH TIME AS THE HEIRS WILL CHOOSE TO PAY OFF YOUR MARRIAGE CONTRACT.” THEREFORE IF THE HEIRS WANTED, THEY PAY OFF HER MARRIAGE CONTRACT AND LET HER GO.**

1. IV:1: It has been stated: Rab said, “The law is in accord with the position of the Judaeans.” And Samuel said, “The decided law is in accord with the position of the Galileans.”

a. IV:2: Case.

l. IV:3: Gloss.

2. IV:4: It has been stated: As to paying off a widow – Rab said, “They make an estimate of the value of what she is wearing and charge that against the payment of the marriage settlement.” And Samuel said, “They do not make an estimate of the value of what she is wearing.”

a. IV:5: 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.

I. IV:6: Case.

II. IV:7: Case.

III. IV:8: Case.

## **XXXVII. Mishnah-Tractate Ketubot 5:1**

**A. EVEN THOUGH THEY HAVE SAID, “A VIRGIN COLLECTS TWO HUNDRED ZUZ AND A WIDOW A MANEH”, IF THE HUSBAND WANTED TO INCREASE THAT SUM, EVEN BY A HUNDRED MANEH, HE MAY ADD TO IT.**

1. I:1: So what else is new?

2. I:2: If the husband wanted to increase that sum, even by a hundred maneh, he may add to it: The language that is used is not, he wanted to write over to her, but rather, wanted to increase. That supports the view that R. Aibu said R. Yannai said, for said R. Aibu said R. Yannai, “The supplementary stipulations in a marriage contract enjoy the same standing as the statutory marriage contract.”

3. I:3: It has been stated: With respect to the stipulation in the marriage settlement concerning the male children, the Pumbeditans say, “Payment of that clause may not be exacted from property that has been sold or mortgaged, for we have learned in the Mishnah: They shall inherit 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 (M. 4:10) and inheritances derive only from unencumbered assets.”

4. I:4: Movables that are in hand may be collected by the widow in payment for her marriage contract without an oath though otherwise she would have to take an oath that her late husband has not paid off some money or objects of value for her marriage settlement. As to those that are not in hand –

5. I:5: If the husband designated a plot of land for her by defining its four boundaries as security for the payment of her marriage settlement, she may take possession of it without taking an oath. If he designated only one of its four boundaries – The Pumbeditans say, “Payment may be exacted without her taking an oath.” The authorities of Mata Mehassayya say, “Payment of that clause may be exacted only with her taking an oath.”

6. I:6: If someone said to witnesses, “Write and sign off on a document and give it to him,” and they effected possession of it from him, it is not necessary further to consult him about the document. If they did not effect possession of the document from him – The Pumbeditans say, “It is not necessary further to consult him about the document.” The authorities of Mata Mehassayya say, “It is necessary further to consult him about the document.”



**B. 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, FOR HE WROTE OVER ANY ADDITIONAL SUM ONLY ON CONDITION OF CONSUMMATING THE MARRIAGE.”**

1. II:1: It has been stated: Rab and R. Nathan – One said, “The decided law accords with the position of R. Eleazar b. Azariah.” And the other said, “The decided law does not accord with the position of R. Eleazar b. Azariah.”

2. II:2: R. Hanina, in session before R. Yannai, said, “The decided law is in accord with R. Eleazar b. Azariah.”

3. II:3: Said R. Isaac bar Abedimi in the name of Our Rabbi, “The decided law is in accord with R. Eleazar b. Azariah.” Said R. Nahman said Samuel, “The decided law is in accord with R. Eleazar b. Azariah.”

4. II:4: Rabin raised this question: “If the girl entered the marriage canopy but did not have sexual relations, what is the law? Is it the affection involved in arranging the marriage canopy that effects acquisition of the contents of the marriage contract so she gets the full settlement of her marriage contract, or is it the affection involved in actually having sexual relations that effects the acquisition of the contents of the marriage contract?”

5. II:5: R. Ashi raised this question: “If the girl entered the marriage canopy and her period began, what is the law? If you should propose to maintain that the affection involved in arranging the marriage canopy is what effects acquisition of the contents of the marriage contract, then must it be a marriage canopy that is appropriate for sexual relations, but not a marriage canopy that is not suitable for sexual relations? Or perhaps there is no difference?”

**C. R. JUDAH SAYS, “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.’”**

1. III:1: But does R. Judah take the position that a receipt for payment of a marriage contract is written out by a creditor to whom part of the debt is repaid, so there is no need to exchange the document for one in which only the balance is entered? And have we not learned in the Mishnah: He who had paid off part of his debt – R. Judah says, “He should exchange the bond for another one, in which what is now owing is specified.” R. Yosé says, “The creditor should write him a receipt.” Said R. Judah, “It turns out that this one has to guard his receipt from rats.” Said to him R. Yosé, “That’s good for him, so long as the right of the other party has not been damaged” (M. **B.B. 10:6E-H**)?

2. III:2: The operative consideration that the husband is exempt from having to pay the part of the marriage contract that the wife has given up is that she gave him a receipt in writing. But if she had said so orally, that would not be the case?

It is surely a monetary matter, and we have heard a tradition that R. Judah maintains that as to a monetary matter, the stipulation is valid.

**D. R. MEIR SAYS, “WHOEVER PAYS LESS TO A VIRGIN THAN TWO HUNDRED ZUZ AND TO A WIDOW LESS THAN A MANEH – LO, THIS IS FORNICATION.”**

1. IV:1: Whoever pays less – even if it was a mere stipulation though the woman in fact will get the full amount, therefore he takes the position that the stipulation is null, and the woman gets her full marriage settlement. But since he said to her, “You will have only a maneh,” she really did not rely on him, with the result that his act of sexual relations was mere fornication. But lo, we have it as a tradition for R. Meir, who has said, “Whoever stipulates against something that is written in the Torah – his stipulation is null.” So it must follow, if it was a stipulation against a ruling made by rabbis, the stipulation is valid!

2. IV:2: It has been taught on Tannaite authority: R. Meir says, “Whoever pays less to a virgin than two hundred zuz and to a widow less than a maneh – lo, this is fornication.” R. Yosé says, “One is permitted to do just that.” R. Judah says, “If one wanted, he may write to a woman a bond for two hundred zuz, and she writes for him, ‘I have received a maneh a hundred from you,’ and for a widow, a maneh, and she writes for him, ‘I have received from you fifty zuz.’”

a. IV:3: But does R. Yosé hold the theory that it is permitted to do just that?

I. IV:4: Illustrative case.

b. IV:5: When R. Dimi came, he said R. Simeon b. Pazzi said R. Joshua b. Levi in the name of Bar Qappara said, “The dispute on the woman’s verbally renouncing her marriage contract, between Judah and Yosé concerns the rule to begin with, but after the fact, all parties concur that she does not surrender any part of what is coming to her in her marriage contract but this can be done only by a written receipt that part has been paid, and then she surrenders that part. And R. Yohanan said, ‘One way or the other, there is a dispute.’”

c. IV:6: When Rabin came, he said R. Simeon b. Pazzi said R. Joshua b. Levi said in the name of Bar Qappara, “There is a dispute as to the end of the process, but at the outset, all parties concur, she may forgive any portion of her marriage settlement. And R. Yohanan said, ‘One way or the other, there is a dispute.’”

### **XXXVIII. Mishnah-Tractate Ketubot 5:2-3**

**A. THEY GIVE A VIRGIN TWELVE MONTHS TO PROVIDE FOR HERSELF FROM THE TIME THAT THE HUSBAND HAS DEMANDED HER.**

**AND JUST AS THEY GIVE A TIME OF PREPARATION TO THE WOMAN, SO THEY GIVE A TIME OF PREPARATION TO A MAN TO PROVIDE FOR HIMSELF. AND TO A WIDOW THEY GIVE THIRTY DAYS.**

1. I:1: What is the source in Scripture for this rule?

2. I:2: Said R. Zira, “A Tannaite statement: As to a minor girl, either she or her father may object to an immediate consummation of the marriage (T. **Ket. 5:1C**).”
3. I:3: Said R. Abba bar Levi, “Firm arrangements for marrying off a girl who is a minor are not made while she is a minor. But firm arrangements for marrying off a girl who is a minor may be made to take effect once she has matured.”
4. I:4: Said R. Huna, “If on the very day on which she turned pubescent, she was betrothed, she is permitted thirty days for preparation of her trousseau, just like a widow” but not twelve months; it is assumed that on approaching adolescence a woman begins to prepare her marriage outfit, and the shorter period of one month is regarded as sufficient for completing it.

a. I:5: Gloss of a subordinated proof-text in the foregoing.

**B. IF THE TIME CAME AND HE DID NOT MARRY HER, SHE IN ANY EVENT IS SUPPORTED.**

1. II:1: Said Ulla, “By the law of the Torah, a girl of Israelite caste who was betrothed to a priest is permitted to eat priestly rations: ‘But if a priest buy any soul, the purchase of his money...’ (Lev. 22:11) – and this one also falls into the class of ‘purchased of his money.’ And what is the reason that they have said that she may not eat priestly rations? Lest a cup of wine in the status of priestly rations be mixed for her in her father’s house and she share it with her brother or sister who are not in the priestly caste.”

2. II:2: R. Samuel bar R. Judah said, “The reason that before the priest is liable to maintain the daughter of an Israelite, she may not eat priestly rations is that there may be some bodily defect.” It may turn out that no wedding is going to take place, and the betrothal may be retroactively annulled.

a. II:3: Well what about the slave of a priest, purchased from an Israelite – he, too, should not eat priestly rations, since there may be some defect causing retraction of the sale?

l. II:4: So whether in the view of one authority or the other Ulla or Samuel, the girl does not eat priestly rations, where’s the beef?

**C. AND SHE EATS HEAVE-OFFERING IF HE IS A PRIEST, AND SHE IS NOT – R. TARFON SAYS, “THEY GIVE HER ALL OF HER SUPPORT IN HEAVE-OFFERING.” R. AQIBA SAYS, “HALF IN UNCONSECRATED PRODUCE AND HALF IN HEAVE-OFFERING.”**

1. III:1: Said Abbaye, “The dispute concerns only the daughter of a priest betrothed to a priest, but as to the daughter of an Israelite betrothed to a priest, all parties concur that she gets half in unconsecrated produce and half in heave-offering.”

2. III:2: So, too, it has been taught on Tannaite authority: R. Tarfon says, “They give all of her food to her out of priestly rations.” R. Aqiba says, “Half and half.” Under what circumstances? In the case of a priest girl married to a priest. But in the case of a girl in the Israelite caste married to a priest, all concur that they give her half of her food from unconsecrated produce and half from priestly rations. Under what circumstances? At the stage of betrothal. But at the stage of marriage, R. Tarfon concedes that they give her half in unconsecrated produce and

half in priestly rations. R. Judah b. Betera says, “Two thirds in priestly rations, one third in unconsecrated food.” R. Judah says, “They give her the whole of it in priestly rations, and she sells it and buys unconsecrated food out of the proceeds.” Rabban Simeon b. Gamaliel said, “Where priestly rations is at issue, the woman is given twice the quantity of unconsecrated food” (T. **Ket. 5:1D-I**).

a. III:3: What is at issue between them?

**D. THE LEVIR CANNOT FEED HEAVE-OFFERING TO THE SISTER-IN-LAW WHO IS WIDOWED AT THE STAGE OF BETROTHAL AND IS AWAITING CONSUMMATION OF THE LEVIRATE MARRIAGE.**

1. IV:1: What is the foundation for this rule in Scripture?

**E. IF SHE HAD WAITED SIX MONTHS FOR THE HUSBAND, AND SIX MONTHS AWAITED THE LEVIR, OR EVEN IF ALL OF THEM WERE WAITING FOR THE HUSBAND BUT ONLY ONE DAY WAS SPENT WAITING FOR THE LEVIR, OR ALL OF THEM WERE AWAITING THE LEVIR, EXCEPT ONE DAY AWAITING THE HUSBAND, SHE DOES NOT EAT HEAVE-OFFERING.**

1. V:1: If you have made the statement covering the husband, can there be any question as to the rule governing the levir?!

**F. THIS IS THE FIRST MISHNAH. THE SUCCEEDING COURT RULED: “THE WOMAN DOES NOT EAT HEAVE-OFFERING UNTIL SHE ENTERS THE MARRIAGE CANOPY.”**

1. VI:1: What is the operative consideration behind this rule?

### **XXXIX. Mishnah-Tractate Ketubot 5:4**

**A. HE WHO SANCTIFIES TO THE TEMPLE THE FRUITS OF HIS WIFE’S LABOR HER WAGES, LO, THIS WOMAN CONTINUES TO WORK AND EAT MAINTAIN HERSELF.**

1. I:1: Said R. Huna said Rab, “A woman has the power to say to her husband, ‘I shall not accept maintenance from you, and I do not want you to benefit from the work that I do.’”

**B. AND AS TO THE EXCESS – R. MEIR SAYS, “IT IS CONSECRATED.” R. YOHANAN HASSANDLAR SAYS, “IT IS UNCONSECRATED.”**

1. II:1: At what point does it become consecrated?

2. II:2: Said Samuel, “The decided law is in accord with R. Yohanan Hassandlar.”

### **XL. Mishnah-Tractate Ketubot 5:5**

**A. THESE ARE THE KINDS OF LABOR WHICH A WOMAN PERFORMS FOR HER HUSBAND: SHE (1) GRINDS FLOUR:**

1. I:1: Under what circumstances can we imagine that a woman would grind flour, which involves moving heavy machinery?

2. I:2: Our Mishnah paragraph is not in accord with R. Hiyya, for R. Hiyya set forth the following Tannaite rule: Marrying a woman is only for her beauty, only for children. And R. Hiyya set forth the following Tannaite rule: A wife is for wearing women’s ornaments.

**B. (2) BAKES BREAD, (3) DOES LAUNDRY, (4) PREPARES MEALS, (5) GIVES SUCK TO HER CHILD,**

**1. II:1:** May one say that this does not accord with the position of the House of Shammai? For it has been taught on Tannaite authority: If she took a vow not to give suck to her child, the House of Shammai say, “She pulls her teats from the child’s mouth.” And the House of Hillel say, “He can force her to give suck to her child.” If she was divorced, however, they do not force her to give suck to him. If her son recognized her as his mother, they give her a wage, and she gives suck to him, because of the danger to the child’s life. The husband cannot force his wife to give suck to the child of his fellow, and the wife cannot force her husband to permit her to give suck to the child of her girlfriend (T. **Ket. 5:5A-H**).

**a. II:2:** Gloss of a detail of the foregoing.

**I. II:3:** Gloss of the gloss.

**A. II:4:** Illustrative case.

**1. II:5:** Gloss of the case.

**2. II:6:** Our rabbis have taught on Tannaite authority: An infant continues to suckle all twenty-four months. From that point forward, he is like one who sucks from an abomination,” the words of R. Eliezer. And R. Joshua says, “The infant continues to suck even for five years; if he left the nipple and came back after the age of twenty-four months, lo, this is one who is as though he sucks from an abomination” (T. **Nid. 2:3A-B**).

**a. II:7:** Gloss of the foregoing.

**b. II:8:** As above.

**c. II:9:** As above.

**I. II:10:** Composite of Sayings on the Sabbath in the name of Marinus, Tacked on As Illustrations of the Principle Set Forth at II:9.

**A. II:11:** Gloss of the foregoing.

**ii. II:12:** Continuation of II:10.

**A. II:13:** Gloss of the foregoing.

**d. II:14:** Further gloss of II:6.

**3. II:15:** Our rabbis have taught on Tannaite authority: A nursing mother whose husband died within twenty-four months of the birth of the child should not become betrothed or married until twenty-four months have passed,” the words of R. Meir. R. Judah permits remarriage after eighteen months. Said R. Nathan bar Joseph, “These two positions represent the opinions of the House of Shammai and the House of Hillel, for the House of Shammai say, ‘Twenty-four months,’ and the House of Hillel, ‘Eighteen months.’” Said Rabban Simeon b. Gamaliel, “I shall explain the matter: In accord with the one who says, ‘Twenty-four months,’ she is permitted to be wed in twenty-one months; in accord with the opinion of the one who says, ‘Eighteen months,’ she may be wed in fifteen months, for the milk deteriorates only after three months of conception” (T. **Nid. 2:2**).

a. II:16: Gloss of the foregoing.

4. II:17: Abbaye's sharecropper came before Abbaye. He said to him, "What is the law on betrothing a woman fifteen months after the birth of her child?"

a. II:18: Gloss of the foregoing.

5. II:19: Our rabbis have taught on Tannaite authority: If a nursing mother gave her son to a wet nurse or weaned him or he died, she is permitted to get married forthwith.

a. II:20: R. Pappa and R. Huna b. R. Joshua considered making a practical decision in accord with this Tannaite statement. Said to them an old lady, "In my own case there was such a situation, and R. Nahman forbade me from doing so."

6. II:21: The decided law is that if the child died, the mother may remarry right away; if she weaned him, she may not remarry.

7. II:22: Our rabbis have taught on Tannaite authority: A woman who was given a baby to suckle should not suckle with it her own son or the son of her girlfriend. If she agreed to only a small food allowance, she still should eat a great deal. She shouldn't eat while nursing it food that is bad for the milk.

a. II:23: Gloss.

b. II:24: As above.

c. II:25: As above.

8. II:26: A woman who has sexual relations in a mill will have epileptic children. One who does it on the ground will have children with giraffe necks. Someone who when pregnant walks on the blood of an ass will have scabby children.

9. II:27: Said R. Huna, "R. Huna bar Hinnena gave us a test with this question: 'If the wife says she wants to suck the child and the husband says she shouldn't suck it, we listen to her. For the pain would be hers to do it, and she is willing. 'If the husband says he wants her to suck the child and she says she doesn't want to suck it, what is the law?' In any case in which it is not her family's practice, we obey her, to be sure. But if this is the practice in her family but not his, what is the law? Do we accept the custom of his family or of hers? And this is how we solved the problem: 'She rises in status with him but does not decline in status with him.'"

**C. ...(6) MAKES THE BED, (7) WORKS IN WOOL. IF SHE BROUGHT WITH HER A SINGLE SLAVE GIRL, SHE DOES NOT (1) GRIND, (2) BAKE BREAD, OR (3) DO LAUNDRY.**

1. III:1: But the rest of the duties she has to do.

**D. IF SHE BROUGHT TWO, SHE DOES NOT (4) PREPARE MEALS AND DOES NOT (5) FEED HER CHILD.**

1. IV:1: But the rest of the duties she has to do.

**E. IF SHE BROUGHT TWO, SHE DOES NOT (4) PREPARE MEALS AND DOES NOT (5) FEED HER CHILD. IF SHE BROUGHT THREE, SHE DOES NOT (6) MAKE THE BED FOR HIM**

1. V:1: But the rest of the duties she has to do.

2. V:2: Said R. Hana, and some say, R. Samuel bar Nahmani, “It is not that she actually brought them, but, if she is in a position to bring them in, even though she didn’t actually bring them in, the rule applies.”
3. V:3: A Tannaite statement: All the same are the cases of her actually bringing in a slave girl or whether she merely saved up to buy one out of her own income.

**F. IF SHE BROUGHT FOUR, SHE SITS ON A THRONE:**

1. VI:1: Said R. Isaac bar Hanania said R. Huna, “Even though they have said, If she brought four, she sits on a throne, nonetheless she mixes his cup of wine for him, spreads out his bed, and washes his feet and his hands.”
2. VI:2: Said R. Isaac bar Hanina said R. Huna said, “Whatever acts of service a wife does for her husband, a menstruating wife does for her husband, except she does not mix the cup pouring out wine, make the bed, or wash his face, hands, and feet.”

**G. TOPICAL COMPOSITE ON THE PROVISIONS MADE FOR THE WAITER AT A MEAL**

1. VI:3: Said R. Isaac bar Hanina, “Everything may be kept back from the waiter while he is serving the meal, except for meat and wine” which he must be fed forthwith.
  - a. VI:4: Said R. Annan bar Tahalipa, “I was standing before Mar Samuel, and they brought him a bowl of mushrooms, and if he hadn’t given me some, my life would have been endangered.”
  - b. VI:5: R. Pappa said, “Even a sweet-smelling date if one doesn’t eat it, will endanger one’s life.”
  - c. VI:6: Abbuha bar Ihi and Minyamin bar Ihi – one of them gave to their waiter one portion of every kind of dish, and the other gave him a taste of only one kind
  - d. VI:7: Two pious men – and some say, R. Mari and R. Phineas, sons of R. Hisda – one master gave the waiter his share first, the other, last.
  - e. VI:8: Amemar and Mar Zutra and R. Ashi were in session at the gate of the household of King Yezdegerd. The table steward of the king went by. R. Ashi saw Mar Zutra turn pale, so with his finger, he took up some food from the plate carried by the waiter and put it in his mouth. The waiter said to him, “You’ve spoiled the king’s meal.”
- I. VI:9: Secondary story.

**H. IF SHE BROUGHT FOUR, SHE SITS ON A THRONE. AND DOES NOT (7) WORK IN WOOL.**

1. VII:1: Well, yes, linen no? Then in accord with what authority is our Mishnah paragraph? It must accord with R. Judah, for it has been taught on Tannaite authority: He may not force her to work for his son, daughter, brothers, or her brothers, or feed his cattle in a place in which it is not customary to do any one of these things, he cannot force her to do them. But he may compel her to put straw before his herd. R. Judah says, “Nor may he force her to work in flax, because flax causes the mouth to be sore and stiffens the lips” (T. **Ket. 5:4E-G**).



**I. R. ELIEZER SAYS, “EVEN IF SHE BROUGHT HIM A HUNDRED SLAVE GIRLS, HE FORCES HER TO WORK IN WOOL, FOR IDLENESS LEADS TO UNCHASTITY.”**

1. VIII:1: Said R. Malkio said R. Ada bar Ahbah, “The decided law is in accord with R. Eliezer.”

**J. RABBAN SIMEON B. GAMALIEL SAYS, “ALSO: HE WHO PROHIBITS HIS WIFE BY A VOW FROM PERFORMING ANY LABOR PUTS HER AWAY AND PAYS OFF HER MARRIAGE CONTRACT. FOR IDLENESS LEADS TO BOREDOM.”**

1. IX:1: So that’s what the initial Tannaite authority Eliezer says since what’s the practical difference between unchastity or idiocy?

## **XLI. Mishnah-Tractate Ketubot 5:6**

**A. HE WHO TAKES A VOW NOT TO HAVE SEXUAL RELATIONS WITH HIS WIFE – THE HOUSE OF SHAMMAI SAY, “HE MAY ALLOW THIS SITUATION TO CONTINUE FOR TWO WEEKS.” AND THE HOUSE OF HILLEL SAY, “FOR ONE WEEK.”**

1. I:1: What is the operative consideration in the position of the House of Shammai? What is the operative consideration in the position of the House of Hillel?

2. I:2: Said Rab, “The Houses differ in a case in which the man spelled out the span of abstention, but if he did not specify the span of abstention, both parties concur that he has to divorce the wife forthwith and pay off her marriage settlement.” And Samuel said, “Even if the vow did not specify the span of abstention, too, he must wait the specified period, perhaps he may find a way of releasing his vow.”

**B. DISCIPLES GO FORTH FOR TORAH STUDY WITHOUT THE WIFE’S CONSENT FOR THIRTY DAYS. WORKERS GO OUT FOR ONE WEEK.**

1. II:1: And with permission for how long?

a. II:2: Secondary gloss, a composite introduced because the authorities are the same as at II:1 and the general theme — sadness at loss — coheres in a rough sort of way.

**C. “THE SEXUAL DUTY OF WHICH THE TORAH SPEAKS (EXO. 21:10): (1) THOSE WITHOUT WORK OF INDEPENDENT MEANS – EVERY DAY;**

1. III:1: What is the definition of those without work of independent means?

a. III:2: Story.

**D. (2) WORKERS – TWICE A WEEK;**

1. IV:1: But has it not been taught on Tannaite authority: Workers – once a week?

**E. (3) ASS DRIVERS – ONCE A WEEK; (4) CAMEL DRIVERS – ONCE IN THIRTY DAYS;**

1. V:1: Said Rabbah bar R. Hanan to Abbaye, “Does the Tannaite framer of the passage go to the trouble of telling us the rules governing the man of independent means and the worker?”

2. V:2: Said Rabbah bar R. Hanan to Abbaye, “An ass driver who is appointed as a camel driver – what is the rule?”



## **F. (5) SAILORS – ONCE IN SIX MONTHS,” THE WORDS OF R. ELIEZER.**

1. VI:1: Said R. Berona said Rab, “The decided law is in accord with R. Eliezer. Said R. Ada bar Ahbah said Rab, ““This represents the opinion of R. Eliezer.’ But sages say, ‘Disciples of sages go forth for the study of the Torah for two or three years without their wives’ consent.””

2. VI:2: As to the sexual duty of disciples of sages, when is it?

a. VI:3: Gloss: “Who brings forth its fruit in its season” (Psa. 1: 3) – said R. Judah, and some say R. Huna, and some say R. Nahman, “This refers to one who has sexual relations every Friday night.”

I. VI:4: Illustrative story.

II. VI:5: Illustrative story.

III. VI:6: As above.

IV. VI:7: As above.

V. VI:8: As above.

VI. VI:9: As above.

## **XLII. Mishnah-Tractate Ketubot 5:7**

**A. SHE WHO REBELS AGAINST HER HUSBAND DECLINING TO PERFORM WIFELY SERVICES - THEY DEDUCT FROM HER MARRIAGE CONTRACT SEVEN DENARS A WEEK. R. JUDAH SAYS, “SEVEN TROPAICS.”**

1. I:1: ..rebels...: How so? Said R. Huna, “She won’t have sex with him.” Said R. Yosé b. R. Hanina, “She won’t work for him.”

2. I:2: She who rebels against her husband – they deduct from her marriage contract seven denars a week. R. Judah says, “Seven tropaics.” Our rabbis ordained that the court warn her four or five consecutive weeks, twice a week. If she persists any longer than that, even if her marriage contract is a hundred maneh, she has lost the whole thing. All the same is the law pertaining to the rebellion of any woman, including the betrothed, married, or menstruating woman, and even a sick woman, and even one who is awaiting the levir (T. **Ket. 5:7C-F**).

3. I:3: Said R. Ammi bar Hama, “They make an announcement concerning the rebellious wife only in synagogues and schoolhouses.”

4. I:4: Said R. Ammi bar Hama, “Twice they send word to her from the court, once before the public announcement, once afterward.”

5. I:5: R. Nahman bar R. Hisda expounded, “The decided law is in accord with our rabbis.”

6. I:6: What is the definition of a rebellious woman?

a. I:7: Illustrative case.

7. I:8: Said R. Tubi bar Qisna said Samuel, “They write out a certificate of rebellion against a betrothed woman, but they do not write out a certificate of rebellion against a woman awaiting levirate marriage.”

8. I:9: How come in the case of a woman awaiting levirate marriage we do not write out a certificate of rebellion in her favor?

**B. HOW LONG DOES ONE CONTINUE TO DEDUCT? UNTIL HER ENTIRE MARRIAGE CONTRACT HAS BEEN VOIDED. R. YOSÉ SAYS, “HE CONTINUES TO DEDUCT EVEN BEYOND THE VALUE OF THE MARRIAGE CONTRACT, FOR AN INHERITANCE MAY COME TO HER FROM SOME OTHER SOURCE, FROM WHICH HE WILL COLLECT WHAT IS DUE HIM.” AND SO IS THE RULE FOR THE MAN WHO REBELS AGAINST HIS WIFE DECLINING TO DO THE HUSBAND’S DUTIES – THEY ADD THREE DENARS A WEEK TO HER MARRIAGE CONTRACT. R. JUDAH SAYS, “THREE TROPAICS”**

1. II:1: What are tropaics?

2. II:2: Said R. Hiyya bar Joseph to Samuel, “How come he gets a reduction for all of the days of the week including the Sabbath seven tropaics, while she is not given an addition for the Sabbath nine maahs at one and a half a day cover six days a week?”

3. II:3: Said R. Hiyya bar Joseph to Samuel, “What’s the difference between the husband who rebels against the wife and the wife who rebels against the husband he loses a half a tropaia a day, she loses a whole one?”

### **XLIII. Mishnah-Tractate Ketubot 5:8-9**

**A. HE WHO MAINTAINS HIS WIFE BY A THIRD PARTY MAY NOT PROVIDE FOR HER LESS THAN TWO QABS OF WHEAT OR FOUR QABS OF BARLEY PER WEEK –**

1. I:1: In accord with what authority is our Mishnah paragraph? It cannot be either R. Yohanan b. Beroqa or R. Simeon, for we have learned in the Mishnah: What is its requisite measure? Food sufficient for two meals for each one, “composed of the food he eats on an ordinary day and not on the Sabbath,” the words of R. Meir. R. Judah says, “On the Sabbath and not on an ordinary day.” And this one and that one intend thereby to give a lenient ruling. R. Yohanan b. Beroqah says, “Not less than a loaf worth a pondion, from wheat at one sela for four seahs of flour.” R. Simeon says, “Two-thirds of a loaf of a size of three to a qab.” Half of that measure is what is required for a house afflicted with a mark of the skin ailment described at Lev. 13-14, and half of that is the measure to invalidate the person’s body for the eating of food in the status of heave-offering (M. **Erub. 8:2**). Now whose position can be before us here? Should I say, R. Yohanan b. Beroqa? Then two qabs would serve for only eight meals, and if it is R. Simeon, then two qabs would serve for eighteen meals.

a. I:2: Gloss.

b. I:3: As above.

**B. SAID R. YOSÉ, “ONLY R. ISHMAEL RULED THAT BARLEY MAY BE GIVEN TO HER, FOR HE WAS NEAR EDMOM” –**

1. II:1: So they eat barley only in Edom and nowhere else in the world, huh?

**C. AND ONE PAYS OVER TO HER A HALF-QAB OF PULSE, A HALF-LOG OF OIL, AND A QAB OF DRIED FIGS OR A MANEH OF FIG CAKE. AND IF HE DOES NOT HAVE IT, HE PROVIDES INSTEAD FRUIT OF SOME OTHER TYPE.**

1. III:1: So how about wine? That supports R. Eleazar for said R. Eleazar, “They do not provide an allowance for the woman for wine.”

2. III:2: Expounded R. Judah of Kefar Nabirayya, and some say, of Kefar Napor Hayil, “How on the basis of Scripture do we know that they do not provide an allowance for the woman for wine? ‘So Hannah rose up after she had eaten in Shilah and after drinking’ (1Sa. 1: 9) – he had drunk, but she hadn’t drunk. So what about, ‘She had eaten,’ meaning, then he didn’t eat? In fact, the text has been revised, for note: It was dealing with her, so why change the form? It follows that he was the one who drank, but she didn’t drink.”

3. III:3: A Tannaite statement: One cup is comely for a woman, two disgusting, in three, she asks for it, after four, she even asks an ass in the marketplace and couldn’t care less.

a. III:4: Story. Homa, the wife of Abbayye, came to Raba after he died, asking him, “Provide me an allowance of board,” and he did it. “Provide me an allowance for wine.” He said to her, “Well, I knew Nahmani, and he never drank wine.”

b. III:5: As above.

c. III:6: As above.

#### **D. AND HE GIVES HER A BED, A COVER, AND A MAT.**

1. IV:1: How come he gives her a cover, and a mat?

2. IV:2: Our rabbis have taught on Tannaite authority: They do not give her a pillow and a quilt. In the name of R. Nathan they said, “They give her a pillow and a quilt.”

a. IV:3: Gloss.

#### **E. AND HE ANNUALLY GIVES HER A CAP FOR HER HEAD, AND A GIRDLE FOR HER LOINS, AND SHOES FROM ONE FESTIVAL SEASON TO THE NEXT,**

1. V:1: Said R. Pappa to Abbayye, “This Tannaite authority thinks: ‘Send him out naked and give him a pair of shoes!’” By the time the woman gets her second or third pair of shoes, her clothes will be worn to tatters, and yet she’ll be wearing new shoes.

#### **F. AND CLOTHING WORTH FIFTY ZUZ FROM ONE YEAR TO THE NEXT.**

1. VI:1: Said Abbayye, “Fifty flat coins that is, of lesser value, a flat one was worth only an eighth of a Tyrian one. How so? Since the Tannaite statement proceeds: Under what circumstances? In the case of the most poverty-stricken man in Israel. But in the case of a weightier person, all follows the extent of his capacity to support his wife. Now if it should enter your mind that this means fifty zuz literally that is, the Tyrian can, where in the world would a poor man get fifty zuz!? So it must mean fifty flat zuz.”

#### **G. AND THEY DO NOT GIVE HER EITHER NEW ONES IN THE SUNNY SEASON OR OLD ONES IN THE RAINY SEASON. BUT THEY PROVIDE FOR HER CLOTHING FIFTY ZUZ IN THE RAINY SEASON, AND SHE CLOTHES HERSELF WITH THE REMNANTS IN THE SUNNY SEASON. AND THE RAGS REMAIN HERS.**

1. VII:1: Our rabbis taught on Tannaite authority: The excess of food beyond her needs goes back to him, the excess of worn-out clothing belongs to her (T. **Ket. 5:9A**).

a. VII:2: Gloss.

**H. HE GIVES HER IN ADDITION A SILVER MAAH A SIXTH OF A DENAR FOR HER NEEDS PER WEEK. AND SHE EATS WITH HIM ON THE SABBATH BY NIGHT. AND IF HE DOES NOT GIVE HER A SILVER MAAH FOR HER NEEDS, THE FRUIT OF HER LABOR BELONGS TO HER. AND HOW MUCH WORK DOES SHE DO FOR HIM? THE WEIGHT OF FIVE SELAS OF WARP MUST SHE SPIN FOR HIM IN JUDEA (WHICH IS TEN SELAS WEIGHT IN GALILEE), OR THE WEIGHT OF TEN SELAS OF WOOF IN JUDAH (WHICH ARE TWENTY SELAS IN GALILEE).**

1. VIII:1: What is the meaning of And she eats with him on the Sabbath by night?

**I. AND IF SHE WAS NURSING A CHILD, THEY TAKE OFF THE REQUIRED WEIGHT OF WOOL WHICH SHE MUST SPIN AS THE FRUIT OF HER LABOR,**

1. IX:1: R. Ulla the Elder at the gate of the patriarch expounded, “Even though they have said, ‘A man is not obligated to provide upkeep for his minor sons and daughters,’ he still has to provide them upkeep while they are infants.”

**J. AND THEY PROVIDE MORE FOOD FOR HER. UNDER WHAT CIRCUMSTANCES? IN THE CASE OF THE MOST POVERTY-STRICKEN MAN IN ISRAEL. BUT IN THE CASE OF A WEIGHTIER PERSON, ALL FOLLOWS THE EXTENT OF HIS CAPACITY TO SUPPORT HIS WIFE.**

1. X:1: It is for wine, for wine is good to help create the milk.

## **XLIV. Mishnah-Tractate Ketubot 6:1**

**A. WHAT A WIFE FINDS AND THE FRUIT OF HER LABOR GO TO HER HUSBAND. AND AS TO WHAT COMES TO HER AS AN INHERITANCE, HE HAS USE OF THE RETURN WHILE SHE IS ALIVE.**

1. I:1: So what does this Mishnah paragraph teach us that we didn’t already know? Lo, we have already learned in the Mishnah: 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. And he retains control of what she finds, of the fruit of her labor, and of abrogating her vows. And he receives her writ of divorce from a betrothal. But he does not dispose of the return on property received by the girl from her mother during her lifetime. 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 (M. **4:4A-E**)! It was necessary to go over this familiar ground on account of the details of what is subject to dispute between R. Judah b. Beterah and rabbis, namely, Payments made for shaming her or injuring her are hers.

2. I:2: A Tannaite authority repeated in the presence of Raba: “What a wife finds belongs to her. R. Aqiba says, ‘It is assigned to her husband.’”

3. I:3: R. Pappa raised this question: “If she did two kinds of work at once, what is the law? That is, she acts as a guard and spinning at the same time, the one not work involving effort, the other involving effort.

**B. PAYMENTS MADE FOR SHAMING HER OR INJURING HER ARE HERS. R. JUDAH B. BETERAH SAYS, “WHEN AN INJURY IS DONE TO A HIDDEN PART OF HER BODY, TO HER GO TWO SHARES, AND TO HIM ONE. WHEN AN INJURY IS DONE TO A PART OF HER BODY WHICH SHOWS, TO HIM GO TWO SHARES, AND TO HER ONE. HIS IS PAID OVER FORTHWITH. BUT WITH HERS, LET REAL ESTATE BE PURCHASED, AND HE THE HUSBAND HAS THE USE OF THE RETURN ON IT WHILE SHE IS ALIVE.”**

1. II:1: To the statement of Judah b. Beterah objected Raba bar R. Hanan, “But what about the case in which someone insulted someone else’s mare? Would he have to pay for the shame?”

### **XLV. Mishnah-Tractate Ketubot 6:2-3**

**A. HE WHO AGREES TO PAY OVER MONEY AS A DOWRY TO HIS SON-IN-LAW, AND HIS SON-IN-LAW DIES – SAGES HAVE SAID, “HE CAN CLAIM, ‘TO YOUR BROTHER WAS I WILLING TO GIVE MONEY, BUT TO YOU THE LEVIR I AM NOT WILLING TO GIVE MONEY.’”**

1. I:1: Our rabbis have taught on Tannaite authority: It is not necessary to say that if the first brother was a disciple of a sage and the surviving one was an ignoramus, but even if the first brother was an ignoramus and the second a disciple of a sage, he can claim, “To your brother was I willing to give money, but to you the levir I am not willing to give money.”

**B. IF A WOMAN AGREED TO BRING INTO THE MARRIAGE FOR HIM A THOUSAND DENARS TEN MANEHS, HE THE HUSBAND AGREES TO PAY OVER IN HER MARRIAGE CONTRACT FIFTEEN MANEHS OVER AGAINST THIS. AND OVER AGAINST THE GOODS WHICH SHE AGREED TO BRING IN ESTIMATED TO BE AT A GIVEN VALUE, HE AGREES TO RESTORE, AS A CONDITION OF HER MARRIAGE CONTRACT A FIFTH LESS. THAT IS, IF THE ESTIMATED VALUE TO BE INSCRIBED IN THE MARRIAGE CONTRACT IS A MANEH, AND THE ACTUAL VALUE IS SPECIFIED AT A MANEH, HE HAS VALUE ONLY FOR ONE MANEH AND NOT A FIFTH MORE IN VALUE. IF THE ESTIMATED VALUE TO BE INSCRIBED IN THE MARRIAGE CONTRACT IS A MANEH BUT NOT SPECIFIED AT A MANEH, SHE MUST GIVE OVER THIRTY-ONE SELAS AND A DENAR. AND IF THE VALUE TO BE WRITTEN INTO THE MARRIAGE CONTRACT IS TO BE FOUR HUNDRED, SHE MUST GIVE OVER FIVE HUNDRED. WHAT THE HUSBAND AGREES TO HAVE INSCRIBED IN THE MARRIAGE CONTRACT HE AGREES TO, LESS A FIFTH THAN THE APPRAISED VALUE.**

1. II:1: So aren’t the others the same as the initial example?

### **XLVI. Mishnah-Tractate Ketubot 6:4**

**A. IF SHE AGREED TO BRING IN TO HIM READY MONEY, A SILVER SELA IS TREATED AS SIX DENARS INSTEAD OF FOUR:**

1. I:1: If she agreed to bring in to him ready money, a silver sela is treated as six denars instead of four: So how is this different from the language, If a woman agreed to bring into the marriage for him a thousand denars ten manehs, he the husband agrees to pay over in her marriage contract fifteen manehs over against this? In that case he adds fifty percent, in this case, too, why say the same thing twice?

**B. THE HUSBAND TAKES UPON HIMSELF RESPONSIBILITY TO GIVE TEN DENARS FOR POCKET MONEY “FOR HER BASKET” IN EXCHANGE FOR EACH AND EVERY MANEH WHICH SHE BRINGS IN. RABBAN SIMEON B. GAMALIEL SAYS, “ALL FOLLOWS THE LOCAL CUSTOM.”**

1. II:1: What is the meaning of for pocket money “for her basket”

2. II:2: R. Ashi raised this question: “Is the allowance for perfume provided in respect to each maneh of assessed property, or for each maneh for which the obligation in the marriage contract has been accepted? And if you should propose that it is for each maneh for which the obligation in the marriage contract has been accepted, then is the allowance for Sunday only, or for every day? And if you should propose that it is for every day, then is this only for the first week or for every week? And if you should propose that it is for every week, then is this for the first month or every month? And if you should propose that it is for every month, then is this for the first year or every year?”

a. II:3: Case.

b. II:4: As above.

I. II:5: Gloss of the foregoing.

II. II:6: Further extension of the same.

3. II:7: Said R. Shemen bar Abba said R. Yohanan, “If she brought gold into the marriage, it is assessed and registered in the marriage contract in accord with its actual value” and not as gold coins, fifty percent being added to the value of ready cash; it also is not diminished by a fifth, as is the case with merchandise.

a. II:8: Further examples and extensions of the same matter: Said R. Yannai, “Spices that come from Antioch are treated like ready cash.”

b. II:9: Further examples and extensions of the same matter: Said R. Samuel bar Nahmani said R. Yohanan, “Arabian camels – a woman may seize them from the husband’s estate in settlement of her marriage contract” they are treated as not movables but real estate for their solid value.

c. II:10: Further examples and extensions of the same matter: Said R. Pappi, “Clothes made at Be Mikse or: clothes made of silk – a woman may seize them from the husband’s estate in settlement of her marriage contract.”

d. II:11: Further examples and extensions of the same matter: Said Raba, “To begin with I maintained, bags made at Mahoza – a woman may seize them from the husband’s estate in settlement of her marriage contract. How come? They rely on them for that purpose. But when I noticed that

the women took them and went out with them into the market, and as soon as a plot of ground became available, they bought it with the money received for them, I realized that they rely for collecting the marriage settlement only upon real estate.”

## **XLVII. Mishnah-Tractate Ketubot 6:5**

**A. HE WHO MARRIES OFF HIS DAUGHTER WITHOUT SPECIFIED CONDITIONS SHOULD NOT ASSIGN TO HER LESS THAN FIFTY ZUZ. IF HE AGREED TO BRING HER IN NAKED, THE HUSBAND MAY NOT SAY, “WHEN I SHALL BRING HER INTO MY HOUSE, I SHALL COVER HER WITH A GARMENT BELONGING TO ME.” BUT HE CLOTHES HER WHILE SHE IS STILL IN HER FATHER’S HOUSE. AND SO: HE WHO MARRIES OFF AN ORPHAN GIRL SHOULD NOT ASSIGN TO HER LESS THAN FIFTY ZUZ. IF THERE IS SUFFICIENT MONEY IN THE FUND, THEY PROVIDE HER WITH A DOWRY ACCORDING TO THE HONOR DUE HER.**

1. I:1: He who marries off his daughter without specified conditions should not assign to her less than fifty zuz: Said Abbaye, “Fifty flat coins that is, of lesser value, a flat one was worth only an eighth of a Tyrian one. How so? Since the Tannaite statement proceeds: If there is sufficient money in the fund, they provide her with a dowry according to the honor due her – and we said, what is the meaning of, If there is sufficient money in the fund? Said Rabbah, “The charity fund.” Now if it should enter your mind that this means fifty zuz literally that is, the Tyrian can, then how much should we give her, even if there is sufficient money in the fund? So the only meaning can be, fifty flat coins.

### **B. TOPICAL COMPOSITE ON MARRYING OFF ORPHANS. SUPPORT OF THE POOR**

1. I:2: Our rabbis have taught on Tannaite authority: An orphan boy or an orphan girl who seek to be supported – they support the orphan girl first, then they support the orphan boy, for the boy can make the rounds of household doors, but the girl would not ordinarily make the rounds. An orphan boy and an orphan girl who came for money to get married – they marry off the orphan girl first, and then they marry off the orphan boy, for the shame of a girl is greater than that of the boy (T. **Ket. 6:8**).

2. I:3: Our rabbis have taught on Tannaite authority: An orphan boy who seeks to marry – they rent a room for him, then they lay out a bed, and afterward they marry off a girl to him, as it is said, “But you shall open your hand to him and lend him sufficient for his need, whatever it may be” (Deu. 15: 8) – “sufficient for his need” refers to a room, “whatever it may be” refers to a bed and a table,” “he” refers to as a wife: “I will make him a help meet for him” (Gen. 2:18).

3. I:4: Our rabbis have taught on Tannaite authority: “Sufficient for his need” you are commanded to provide for him, but you are not commanded to enrich him. “Whatever it may be” – even a horse to ride on, even a slave to run before him.

4. I:5: Our rabbis have taught on Tannaite authority: There was the case involving the people of Upper Galilee, who bought for a poor member of good parents in Sepphoris a pound of meat every day.

a. I:6: Illustrative case.

**b. I:7:** As above.

**5. I:8:** Our rabbis have taught on Tannaite authority: If someone hasn't got anything but doesn't want to be supported from public money, "they give him money as a loan, and then they turn it into a gift," the words of R. Meir. And sages say, "They give it to him as a gift, and then they go and turn it into a loan" (T. **Peah 4:12A-D**).

**6. I:9:** Our rabbis have taught on Tannaite authority: "And lending him, you shall surely lend him sufficient for his need" (Deu. 15: 8): This refers to one who has nothing and does not want to support himself from charity, that Scripture makes explicit that the donation must be deemed only a loan but then it is transformed into a gift. 'You shall surely lend him': This refers to someone who does have property and does not want to support himself from it that is, by consuming his capital, to whom the support payment is given as a gift, and then repaid by his estate," the words of R. Judah.

**a. I:10:** Illustrative story.

**b. I:11:** Illustrative story.

**c. I:12:** Illustrative story.

**d. I:13:** Illustrative story.

**e. I:14:** Illustrative story.

**7. I:15:** R. Hiyya bar Rab of Difti set forth as a Tannaite statement: "R. Joshua b. Qorhah says, 'Whoever hides his eyes from the needs of philanthropy is as though he worships idols. Here it is written, "Beware that there not be a base thought in your heart and your eye will be evil against your poor brother" (Deu. 14: 9), and with regard to idolatry, "Certain base fellows are gone out" (Deu. 13:14). Just as there, the ultimate sin is idolatry, so here, idolatry is involved.'"

**8. I:16:** Our rabbis have taught on Tannaite authority: He who pretends to be blind or pretends to have a swollen belly or a shrunken leg will not leave this world before he actually has such a thing. He who accepts charity but does not need it in the end will not leave this world before he needs it.

**9. I:17:** We have learned there in the Mishnah: Whoever has two hundred zuz in liquid assets may not collect gleanings, forgotten sheaves, peah, or poor man's tithe. If he had two hundred zuz less one dinar he had one hundred and ninety-nine zuz, even if one thousand householders each are about to give him one dinar, all at the same time, lo, this man may collect produce designated for the poor, because at the moment he takes charity, he has less than two hundred zuz. If he had two hundred zuz which served as collateral for a creditor, or for his wife's marriage contract, lo, this man may collect produce designated for the poor, since this money is not available for his use. They may not compel him to sell his house nor the tools of his trade in order that he might have two hundred zuz (M. **Pe. 8:8**). Now we don't, do we? But has it not been taught on Tannaite authority: If he ordinarily used gold utensils, he now uses silver ones, if they were silver, he now uses copper ones (T. **Peah 4:11A-D**)? Said R. Zebid, "There is no contradiction, the one speaks of a bed and a table, the other to cups and dishes."



## **XLVIII. Mishnah-Tractate Ketubot 6:6**

**A. AN ORPHAN GIRL LACKING A FATHER, WHOSE MOTHER OR BROTHERS MARRIED HER OFF EVEN WITH HER CONSENT, FOR WHOM THEY WROTE OVER AS HER PORTION A HUNDRED ZUZ OR FIFTY ZUZ, CAN, WHEN SHE GROWS UP, EXACT FROM THEM WHAT SHOULD RIGHTLY HAVE BEEN GIVEN TO HER. R. JUDAH SAYS, “IF A MAN HAD MARRIED OFF HIS FIRST DAUGHTER, TO THE SECOND SHOULD BE GIVEN A DOWRY ALONG THE LINES OF THAT WHICH HE HAD GIVEN TO THE FIRST.” AND SAGES SAY, “SOMETIMES A MAN IS POOR AND THEN GETS RICH, OR IS RICH, AND THEN GROWS POOR. BUT THEY ESTIMATE THE VALUE OF THE PROPERTY AND GIVE TO HER HER SHARE.”**

**1. I:1:** Said Samuel, “As to the trousseau, the assessment is made in accord with the intention of the father.”

**a. I:2:** Said Raba to R. Hisda, “Shall we expound in your name, ‘The decided law is in accord with R. Judah’?”

**l. I:3:** Gloss of a passage cited in the foregoing.

**2. I:4:** Our rabbis have taught on Tannaite authority: Daughters of the deceased, who has left sons as well, whether they had reached puberty before marriage, or married before reaching puberty, lose their right to maintenance but not their right to a dowry,” the words of Rabbi. R. Simeon b. Eleazar says, “They also lose their right to a dowry. If they had not married and want to get their tenth before maturing and losing it, what are they to do? They hire husbands for themselves and extract their dowry.”

**a. I:5:** Said R. Nahman, “Said to me Huna, ‘The decided law is in accord with Rabbi.’”

**3. I:6:** Said Rabina to Raba, “R. Ada bar Ahbah said to us in your name, ‘A girl who has reached puberty does not have to enter a protest against loss of her dowry, she retains a right to the tenth no matter what. If she was married, she does not have to enter a protest. If she reached puberty and also was married, she certainly does have to enter a protest.’”

**4. I:7:** Said R. Huna said Rabbi, “The claim on a dowry is not the same as a stipulation in the marriage contract” which provides for the daughter’s maintenance.”

**5. I:8:** Rab inserted between the lines the following inquiry to Rabbi: “If the brothers have mortgaged the inherited estate, what is the law as to the daughters’ seizing it for the cost of their dowries?”

**a. I:9:** Gloss of the foregoing.

**7. I:10:** Said Amemar, “A daughter who has a claim on a tenth of the estate is in the position of an heir to the estate.” Said R. Ashi to Amemar, “Then if someone wanted to be quit of her claim on the estate through a cash payment, would it follow that that would not be an acceptable means of settling her claim since such a means would not serve to meet the claim of an heiress?”

**a. I:11:** Case.

b. I:12: Case.

c. I:13: Case.

l. I:14: Gloss of the foregoing.

A. I:15: Gloss of the gloss.

8. I:16: Said Raba, “The decided law is, payment is exacted from landed property, not from movables, whether for the marriage settlement, maintenance, or a trousseau.”

## **XLIX. Mishnah-Tractate Ketubot 6:7**

**A. “HE WHO APPOINTS A THIRD PARTY TO OVERSEE MONEY FOR HIS DAUGHTER, AND SHE SAYS, ‘MY BETROTHED HUSBAND IS TRUSTWORTHY FOR ME’ – THE THIRD PARTY NONETHELESS SHOULD CARRY OUT WHAT HAS BEEN ASSIGNED TO HIS TRUST,” THE WORDS OF R. MEIR. R. YOSÉ SAYS, “AND IF IT IS ONLY A FIELD, AND SHE WANTS TO SELL IT OFF, LO, IT IS SOLD OFF FROM THIS MOMENT! IN WHAT CIRCUMSTANCES? IN THE CASE OF AN ADULT.”**

1. I:1: Our rabbis have taught on Tannaite authority: He who appoints a third party to oversee funds for his son-in-law to buy a field for his daughter, and she says, “Let them be given to my husband” – “If this is at the stage of the betrothal, the third party should carry out what he has been assigned to do. If this is at the stage of consummation of the marriage, she has the power to instruct the trustee,” the words of R. Meir. R. Yosé says, “If she was an adult, whether this is stated after marriage or only after betrothal, she has the right to make such a statement. If she was a minor, whether at the stage of betrothal or at the stage of marriage, the third party should carry out what he has been designated to do” (T. **Ket. 6:9**).

a. I:2: So what practical difference does it make?

3. I:3: It has been stated: R. Judah said Samuel said, “The decided law is in accord with R. Yosé.” Raba said R. Nahman said, “The decided law is in accord with R. Meir.”

4. I:4: He who says, “Give over a sheqel from my property to my children for their maintenance for a week,” but they are supposed to take a sela a week – they give over to them a sela. But if he said, “Give them only a sheqel,” they give them only a sheqel. If he said, “If they die, let others inherit me instead of them,” whether he said, “Give” or did not say, “Give,” they give over to them only a sheqel (T. **Ket. 6:10A-D**). When the father mentioned the smaller coin at the outset, it was not to exclude the larger sum, but he was saying, give them what they actually need. If he named heirs other than the children, it is clear that he wanted to economize as much as possible on the weekly maintenance of the children so that the heirs might receive a very large estate.

a. I:5: Said R. Hisda said Mar Uqba, “The decided law is, whether he said, ‘Give’ or said, ‘Do not give,’ they give them whatever they need.”

**B. “...BUT IN THE CASE OF A MINOR – THE DEED OF A MINOR IS NULL.”**

1. II:1: But in the case of a minor – the deed of a minor is null: There we have learned in the Mishnah: And as to little children: Their purchase is valid and their sale is valid in the case of movables (M. **Git. 5:7D-E**). Said Rafram, “This has been taught only in a case in which there is no custodian of the estate, but if there is a custodian of the estate, their purchase is not valid and their sale is not valid. How come? Because it is set forth as a Tannaite statement: But in the case of a minor – the deed of a minor is null.”

## **L. Mishnah-Tractate Ketubot 7:1-3**

### **A. HE WHO PROHIBITS HIS WIFE BY VOW FROM DERIVING BENEFIT FROM HIM:**

1. I:1: He who prohibits his wife by vow from deriving benefit from him: But since the husband is obligated to support her, how can he take any such oath? Does he have the power to remove his obligation? And have we not learned in the Mishnah: If she said, “Qonam if I work for you,” he need not annul that vow, which is null to begin with R. Aqiba says, “Let him annul it lest she do more work for him than is required.” R. Yohanan b. Nuri says, “Let him annul it, lest he divorce her, and she be prohibited from returning to him” (M. **Ned. 11:4B-D**)? Therefore, since she is obligated to him, she does not have the power to nullify that obligation to him. Here, too, since he is obligated to her, he does not have the power to nullify that obligation to her. But since he has the power to say to her, “Deduct the proceeds of your wages from your upkeep,” it is as though he said to her, “Deduct the proceeds of your wages from your upkeep.”

a. I:2: Gloss.

### **B. ...FOR A PERIOD OF THIRTY DAYS:**

1. II:1: For thirty days people are not going to hear about the matter, so it's not embarrassing to her, but after thirty days, people are going to hear about it, so it will be embarrassing to her.

### **C. ...APPOINTS AN AGENT TO PROVIDE FOR HER. IF THE EFFECTS OF THE VOW ARE NOT NULLIFIED FOR A LONGER PERIOD, HE PUTS HER AWAY AND PAYS OFF HER MARRIAGE CONTRACT:**

1. III:1: So isn't the agent simply doing the bidding of the husband? How does this solve the problem?

a. III:2: Gloss of the Mishnah-passage cited in the preceding.

### **D. R. JUDAH SAYS, “IN THE CASE OF AN ISRAELITE, FOR A VOW LASTING ONE MONTH HE MAY CONTINUE IN THE MARRIAGE, BUT FOR TWO OR MORE, HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT. BUT IN THE CASE OF A PRIEST, FOR TWO MONTHS HE MAY CONTINUE IN THE MARRIAGE, AND AFTER THREE HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT.”**

1. IV:1: So that's just what the initial Tannaite authority has said!

2. IV:2: Said Rab, “The authorities differ in a case in which the man spelled out the span of abstention, but if he did not specify the span of abstention, both parties concur that he has to divorce the wife forthwith and pay off her marriage settlement.” And Samuel said, “Even if the vow did not specify the span of

abstention, too, he must wait the specified period, perhaps he may find a way of releasing his vow.”

**E. HE WHO PROHIBITS HIS WIFE BY VOW FROM TASTING ANY SINGLE KIND OF PRODUCE WHATSOEVER MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT. R. JUDAH SAYS, “IN THE CASE OF AN ISRAELITE, IF THE VOW IS FOR ONE DAY HE MAY PERSIST IN THE MARRIAGE, BUT IF IT IS FOR TWO HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT. AND IN THE CASE OF A PRIEST, IF IT IS FOR TWO DAYS HE MAY PERSIST IN THE MARRIAGE, BUT IF IT IS FOR THREE HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT.”**

**HE WHO PROHIBITS HIS WIFE BY A VOW FROM ADORNING HERSELF WITH ANY SINGLE SORT OF JEWELRY MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT.**

1. V:1: But why should she simply not wear such adornments and not be prohibited?

**F. R. YOSÉ SAYS, “IN THE CASE OF POOR GIRLS, IF HE HAS NOT ASSIGNED A TIME LIMIT HE MUST DIVORCE THEM.**

1. VI:1: How long would be a valid time limit? Said R. Judah said Samuel, “Twelve months.” Rabbah bar bar Hannah said R. Yohanan said, “Ten years.”

**G. BUT IN THE CASE OF RICH GIRLS, HE MAY PERSIST IN THE MARRIAGE IF HE SET A TIME LIMIT OF THIRTY DAYS.”**

1. VII:1: How come it is thirty days in particular?

## **LI. Mishnah-Tractate Ketubot 7:4-5**

**A. HE WHO PROHIBITS HIS WIFE BY A VOW FROM GOING HOME TO HER FATHER’S HOUSE – WHEN HE FATHER IS WITH HER IN THE SAME TOWN, IF IT IS FOR A MONTH, HE MAY PERSIST IN THE MARRIAGE. IF IT IS FOR TWO, HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT. AND WHEN HE IS IN ANOTHER TOWN, IF THE VOW IS IN EFFECT FOR ONE FESTIVAL SEASON HE MAY PERSIST IN THE MARRIAGE. BUT IF THE VOW REMAINS IN FORCE FOR THREE, HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT.**

1. I:1: There is an internal contradiction. First you say, And when he is in another town, if the vow is in effect for one festival season he may persist in the marriage. So if it was for two, he has to divorce her and pay off her marriage settlement. But say the next clause: But if the vow remains in force for three, he must put her away and pay off her marriage contract. So if it was for two, he may keep her as his wife.

a. I:2: Gloss of an opinion in the foregoing with a verse of Scripture that conveys the same sentiment.

b. I:3: As above.

**B. HE WHO PROHIBITS HIS WIFE BY A VOW FROM GOING TO A HOUSE OF MOURNING OR TO A HOUSE OF CELEBRATION MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT, BECAUSE HE LOCKS THE DOOR BEFORE HER.**

1. II:1: Well, there is no problem understanding why she cannot be prohibited from entering a house of celebration, because one may certainly say, because he locks the door before her. But as to prohibiting her from going to a house of mourning, what consideration is there involving, because he locks the door before her?

2. II:2: It has been taught on Tannaite authority: R. Meir would say, “It is better to go to the house of mourning than to go to the house of celebration, for that is the end of all men and the living will lay it to heart’ (Qoh. 7:2)” (T. **Ket. 7:6A**).

**C. BUT IF HE CLAIMED THAT HE TOOK SUCH A VOW BECAUSE OF SOME OTHER THING, HE IS PERMITTED TO IMPOSE SUCH A VOW.**

1. III:1: What is the definition of because of some other thing?

**D. IF HE TOOK A VOW, SAYING TO HER, (1) “ON CONDITION THAT YOU SAY TO SO-AND-SO WHAT YOU SAID TO ME,” OR (2) “WHAT I SAID TO YOU:”**

1. IV:1: So why shouldn’t she repeat it?

**E. OR (3) “THAT YOU DRAW WATER AND POUR IT OUT ONTO THE ASH HEAP,” HE MUST PUT HER AWAY AND PAY OFF HER MARRIAGE CONTRACT.**

1. V:1: So why shouldn’t she do it

2. V:2: Said R. Kahana, “He who prohibited his wife by a vow from borrowing or lending a winnow, sieve, mill, or oven, must divorce her but pay off her marriage contract, because he will give her a bad name in the neighborhood.”

## **LII. Mishnah-Tractate Ketubot 7:6**

**A. AND THOSE WOMEN GO FORTH WITHOUT THE PAYMENT OF THE MARRIAGE CONTRACT AT ALL: SHE WHO TRANSGRESSES AGAINST THE LAW OF MOSES AND JEWISH LAW. AND WHAT IS THE LAW OF MOSES WHICH SHE HAS TRANSGRESSED? IF (1) SHE FEEDS HIM FOOD WHICH HAS NOT BEEN TITHED:**

1. I:1: What sort of a case is before us? If he knows about it, let him designate the tithe. If he does not know about it, then how is he ever going to know about it so as to divorce her

**B. ...OR (2) HAS SEXUAL RELATIONS WITH HIM WHILE SHE IS MENSTRUATING:**

1. II:1: What sort of a case is before us? If he knows about it, let him refrain from having sexual relations. If he does not know about it, he still can rely on her, for said R. Hinena b. Kahana said Samuel, “How do we know on the basis of Scripture that a menstruating woman may be relied upon to count for herself the days of her uncleanness? As it is said, ‘Then she shall count for herself seven days’ (Lev. 15:28) – for herself means, to herself”!

**C. ...OR IF (3) SHE DOES NOT CUT OFF HER DOUGH-OFFERING:**

1. III:1: What sort of a case is before us? If he knows about it, let him designate the dough-offering himself. If he does not know about it, then how is he ever going to know about it so as to divorce her?

**D. ...OR IF (4) SHE VOWS AND DOES NOT CARRY OUT HER VOW:**

1. IV:1: For a master has said, “On account of the sin of violating vows, children die: ‘Do not let your mouth cause your flesh to sin, why should God be angry at the sound of your voice and destroy the work of your hands’ (Qoh. 5:5), and what is ‘the work of your hands’? You have to say, ‘That refers to his sons and daughters.’”

2. IV:2: It has been taught on Tannaite authority: R. Meir would say, “Anyone who knows that his wife takes vows and doesn’t carry them out should go and impose a vow upon her again.” He should provoke her again, so that she’ll take the vow in his presence, and he can then annul it.” They said to him, “Someone cannot live in the same basket with a snake.” It has been taught on Tannaite authority: R. Judah says, “Any man who knows that his wife does not cut off the dough-offering properly, he must put her away and arrange matters properly with the dough-offering in her wake.” They said to him, “Someone cannot live in the same basket with a snake” (T. **Ket. 7:6P-Q**).

a. IV:3: Gloss of the foregoing.

#### **E. AND WHAT IS THE JEWISH LAW? IF (1) SHE GOES OUT WITH HER HAIR FLOWING LOOSE:**

1. V:1: The prohibition against going out with her hair flowing loose is not merely a matter of Jewish law, it is based on the law of the Torah: “And he shall uncover the woman’s head” (Num. 5:18), and a Tannaite statement of the household of R. Ishmael maintains, “This is an admonition to Israelite women not to go out with hair flowing loose.”

2. V:2: Said R. Assi said R. Yohanan, “If her basket is on her head, then she is not guilty of going out with her hair flowing loose.”

#### **F. ...OR (2) SHE SPINS IN THE MARKETPLACE:**

1. VI:1: Said R. Judah said Samuel, “The rule pertains to a woman who shows off her arms to bypassers.”

#### **G. ...OR (3) SHE TALKS WITH JUST ANYBODY:**

1. VII:1: Said R. Judah said Samuel, “The rule pertains to a woman who jokes with boys.”

a. VII:2: Illustrative case.

#### **H. ABBA SAUL SAYS, “ALSO: IF SHE CURSES HIS PARENTS IN HIS PRESENCE.”**

1. VIII:1: Said R. Judah said Samuel, “The rule pertains to a woman who curses his parents in the presence of his children. Your mnemonic is, ‘Ephraim and Manasseh, even as Reuben and Simeon, shall be mine’ (Gen. 48: 5).”

#### **I. R. TARFON SAYS, “ALSO: IF SHE IS A LOUDMOUTH.” WHAT IS A LOUDMOUTH? WHEN SHE TALKS IN HER OWN HOUSE, HER NEIGHBORS CAN HEAR HER VOICE.**

1. IX:1: What is the definition of a loudmouth?

2. IX:2: In a Tannaite statement it is repeated: It is a woman who during sexual relations in one courtyard can be heard screaming in another courtyard.

### **LIII. Mishnah-Tractate Ketubot 7:7**

#### **A. WHY IS THIS MISHNAH-PARAGRAPH REPEATED FROM THE COMPANION TRACTATE?**

1. I:1: So haven't we learned this Mishnah paragraph also in the tractate Qiddushin?

**B. HE WHO BETROTHED A WOMAN ON CONDITION THAT THERE ARE NO ENCUMBERING VOWS UPON HER, AND IT TURNS OUT THAT THERE ARE ENCUMBERING VOWS UPON HER – SHE IS NOT BETROTHED.**

**IF HE MARRIED HER WITHOUT FURTHER SPECIFICATION AND ENCUMBERING VOWS TURNED OUT TO BE UPON HER, SHE MUST GO FORTH WITHOUT PAYMENT OF HER MARRIAGE CONTRACT. IF HE BETROTHED HER ON CONDITION THAT SHE HAD NO BLEMISHES ON HER, AND BLEMISHES TURNED UP ON HER, SHE IS NOT BETROTHED. IF HE MARRIED HER WITHOUT FURTHER SPECIFICATION AND BLEMISHES TURNED UP ON HER, SHE MUST GO FORTH WITHOUT PAYMENT OF HER MARRIAGE CONTRACT.**

1. II:1: Said R. Yohanan in the name of R. Simeon b. Yehosedeq, "By encumbering vows they spoke of the following: If she said, 'If I shall eat meat,' or, 'If I shall drink wine,' or, 'If I shall adorn myself in colored clothing'."

2. II:2: It has been stated: If the man betrothed a woman on the basis of a stipulation but then consummated the marriage without further condition, Rab said, "She does have to get a writ of divorce from the second husband" since the marriage was valid. And Samuel said, "She does not have to get a writ of divorce from the second husband" since the marriage was invalid.

a. II:3: But didn't the same authorities debate the matter in another context altogether?

b. II:4: Said Rabbah, "The dispute between Rab and Samuel concerns an error involving two women. (The man believed the woman was not under a vow when she was; there were two women, one betrothed on the stipulation that she was not under a vow, the other without such a stipulation but found to be subject to a vow; Samuel regards the marriage not subject to a stipulation as invalid because the man is assumed to have married her on the stipulation governing the first betrothal; Rab says the man could have been so attracted by the second that he was willing to dispense with his stipulation.) But so far as an error affecting only one woman, all parties concur that she does not have to get a writ of divorce from him."

l. II:5: It has been stated also in accord with Rabbah's position: Said R. Aha bar Jacob said R. Yohanan, "He who effected a betrothal resting on a stipulation and had sexual relations – all parties rule that she does not have to get a writ of divorce from him."



3. II:6: Said R. Ulla bar Abba said Ulla said R. Eleazar, “He who betrothed a woman by a loan and had sexual relations with her, or on a stipulation and then had sexual relations with her, or with something not worth a penny and then had sexual relations with her, all parties concur that she requires a writ of divorce from him.”

4. II:7: Said R. Joseph bar Abba said R. Menahem said R. Ammi, “He who betrothed a woman with something not worth a penny and then had sexual relations with her – she requires a writ of divorce from him.”

5. II:8: Said R. Kahana in the name of Ulla, “He who betrothed a woman on a stipulation and then had sexual relations with her. There was a case and sages found no grounds for allowing her to go forth without a writ of divorce.”

6. II:9: Our rabbis have taught on Tannaite authority: If she went to a sage and he released her from her vow, lo, this woman is betrothed. If she went to a physician and he healed her, lo, this woman is not betrothed (T. **Ket. 7:8B, F**).

a. II:10: So what’s the difference between a sage and a physician?

### **C. ALL THOSE BLEMISHES WHICH INVALIDATE PRIESTS ALSO INVALIDATE WOMEN.**

1. III:1: A Tannaite statement: They added to them one who perspires heavily, one with a mole, and one with bad breath.

a. III:2: What is the definition of the mole? If there is hair in it, then in the case of the priest and in the case of the wife, it would invalidate; if there is no hair in it, then if it is a big mole, in both cases it would invalidate, and if it was a small mole, then in both cases it would not invalidate, for it has been taught on Tannaite authority: In the case of a mole, if there is hair in it, lo, this is a blemish; if there is no hair in it, if it is big, it is a blemish; if it is small, it is no blemish. And what is the measure of a large one? Rabban Simeon b. Gamaliel explained, “As big as a big Italian issar coin.”

2. III:3: Said R. Hisda, “This matter I heard from an eminent authority, and who is it? It is R. Shila: ‘If a dog bit her and the bite yielded a scar, that is considered a blemish.’”

3. III:4: R. Nathan of Bira set forth this Tannaite statement: “If the space between a woman’s breasts is a handbreadth....”

4. III:5: It has been taught on Tannaite authority: R. Nathan says, “Any woman, one of whose breasts is bigger than the other – lo, this is a blemish.”

F. III:6: Miscellany on the Nurturing Mother: “But of Zion it shall be said, This man and that was born in her, and the Most High himself establishes her” (Psa. 87: 5) – Said R. Meyyasha, son of the son of R. Joshua b. Levi, “All the same are the one who was born there and the one who longs to see it.”

a. III:7: Gloss.



## **LIV. Mishnah-Tractate Ketubot 7:8**

**A. “IF THERE WERE BLEMISHES ON HER WHILE SHE WAS YET IN HER FATHER’S HOUSE, THE FATHER MUST BRING PROOF THAT AFTER SHE WAS BETROTHED THESE BLEMISHES MADE THEIR APPEARANCE ON HER, SO THAT HIS THE HUSBAND’S FIELD HAS BEEN FLOODED.**

**IF SHE HAD ENTERED THE DOMAIN OF THE HUSBAND, THEN THE HUSBAND HAS TO BRING PROOF THAT BEFORE SHE WAS BETROTHED THESE BLEMISHES WERE ON HER BODY, SO THAT HIS PURCHASE WAS A PURCHASE MADE IN ERROR,” THE WORDS OF R. MEIR.**

1. I:1: If there were blemishes on her while she was yet in her father’s house, the father must bring proof that after she was betrothed these blemishes made their appearance on her, so that his the husband’s field has been flooded: So the operative consideration then is that the father has brought proof; lo, if he had produced no proof, then the husband would be believed. So who is the authority behind our Mishnah paragraph? It is R. Joshua, who said, “We do not depend on her testimony.” But then see what follows: If she had entered the domain of the husband, then the husband has to bring proof. So the operative consideration then is that the husband has brought proof; lo, if he had produced no proof, then the father would be believed. So who is the authority behind our Mishnah paragraph? It is Rabban Gamaliel, who has said, “She is believed.”

a. I:2: Said Raba, “Do not draw the conclusion that R. Joshua is never governed by the principle that we assume that the body is sound. But where R. Joshua is not governed by the principle that we assume that the body is sound, that is in a case in which it competes with the principle of confirming property in the hands of the one that possesses it. But in a case in which there is no competing principle concerning the confirmation of property in the hands of the one that possesses it, R. Joshua is quite prepared to follow the principle that we assume that the body is sound. For it has been taught on Tannaite authority: If the bright spot preceded the white hair, he is unclean, and if the white hair preceded the bright spot, he is clean. And if it is a matter of doubt, he is unclean. And R. Joshua said, ‘It darkened’ (M. **Neg. 4:11F-H**).”

2. I:3: As to the contradictory inferences to be drawn from the language of the Mishnah, If there were blemishes on her while she was yet in her father’s house....If she had entered the domain of the husband..., Raba said, “The first clause rests on the premise that this is where they were found, so this is where they were to begin with, and the second likewise rests on the premise that this is where they were found, and this is where they came about.”

3. I:4: As to the contradictory inferences to be drawn from the language of the Mishnah, If there were blemishes on her while she was yet in her father’s house....If she had entered the domain of the husband..., R. Ashi said, “The claim in the first clause, where the presumptive soundness of the claimant’s daughter’s body, not being that of the claimant herself, cannot override the principle of possession, which is in favor of the husband, hence the necessity for the father to

produce proof is like, ‘You owe my father a maneh,’ but the claim in the second one is, ‘You owe me a maneh.’”

4. I:5: Said R. Judah said Samuel, “He who trades a cow for an ass, and the owner of the ass pulled the cow and so transferred title to himself, taking possession of it, but before the owner of the cow pulled the ass, the ass died, the owner of the ass has to produce evidence that his ass was alive at the time that the cow was pulled.”

**B. AND SAGES SAY, “UNDER WHAT CIRCUMSTANCES? IN THE CASE OF BLEMISHES ON THE HIDDEN PARTS OF HER BODY. BUT IN THE CASE OF BLEMISHES WHICH ARE ON THE PARTS OF HER BODY TO BE SEEN BY THE NAKED EYE, HE HAS NO SUCH CLAIM. AND IF THERE IS A BATHHOUSE IN THAT TOWN, THEN EVEN BLEMISHES WHICH ARE ON THE HIDDEN PARTS OF HER BODY ARE NOT SUBJECT TO HIS CLAIM, FOR HE HAS HER EXAMINED BY HIS KINSWOMEN.”**

1. II:1: Said R. Nahman, “Epilepsy is included among blemishes on the hidden parts of her body. That is the case if the attacks occur regularly; but if they occur only irregularly, they are classified as blemishes which are on the hidden parts of her body.”

### **LV. Mishnah-Tractate Ketubot 7:9**

**A. A MAN WHO SUFFERED BLEMISHES – THEY DO NOT FORCE HIM TO PUT HER AWAY. SAID RABBAN SIMEON B. GAMALIEL, “UNDER WHAT CIRCUMSTANCES? IN THE CASE OF SMALL BLEMISHES. BUT IN THE CASE OF MAJOR BLEMISHES, THEY DO FORCE HIM TO PUT HER AWAY.”**

1. I:1: R. Judah repeated as the Tannaite formulation, A man who suffered blemishes. R. Hiyya bar Rab repeated as the Tannaite formulation, a man upon whom were blemishes.

2. I:2: What is the definition of major defects? Explained Rabban Simeon b. Gamaliel, “For example, if his eye was blinded or his hand cut off or his leg was broken.”

3. I:3: It has been stated: R. Abba bar Jacob said R. Yohanan said, “The decided law is in accord with Rabban Simeon b. Gamaliel.” Raba said R. Nahman said, “The decided law is in accord with the opinion of sages.”

### **LVI. Mishnah-Tractate Ketubot 7:10**

**A. AND THESE ARE THE ONES WHOM THEY FORCE TO PUT HER AWAY: (1) HE WHO IS AFFLICTED WITH BOILS, OR (2) WHO HAS A POLYPUS**

1. I:1: What is the definition of he who has a polypus? Said R. Judah said Samuel, “Somebody with a bad-smelling nose.”

**B. OR (3) WHO COLLECTS DOG SHIT:**

1. II:1: What is the definition of who collects dog shit?

**C. OR (4) A COPPERSMITH, OR (5) A TANNER – WHETHER THESE BLEMISHES WERE PRESENT BEFORE THEY WERE MARRIED OR WHETHER AFTER THEY WERE MARRIED THEY MADE THEIR APPEARANCE. AND CONCERNING ALL OF THEM DID**

**R. MEIR SAY, “EVEN THOUGH HE MADE A CONDITION WITH HER THAT THE MARRIAGE IS VALID DESPITE THESE BLEMISHES, SHE STILL CAN CLAIM, ‘I THOUGHT THAT I COULD TAKE IT. BUT NOW I FIND I CANNOT TAKE IT.’” AND SAGES SAY, “SHE TAKES IT DESPITE HERSELF, EXCEPT IN THE CASE OF THE ONE AFFLICTED WITH BOILS, BECAUSE IN THAT CASE SHE ENERVATES HIM.” THERE WAS A CASE IN SIDON: A TANNER WHO DIED, AND HE HAD A BROTHER WHO WAS A TANNER. SAGES RULED, “SHE CAN CLAIM, ‘YOUR BROTHER I COULD TAKE, BUT I CAN’T TAKE YOU AS MY LEVIR.’”**

**1. III:1:** What is the definition of a coppersmith, or (5) a tanner?

**2. III:2:** Said Rab, “He who says, ‘I won’t feed or support my wife,’ must divorce the woman and pay off her marriage settlement.”

**3. III:3:** Said R. Judah said R. Assi, “They impose the requirement of issuing a writ of divorce only in the case of marriage to women who are invalid for marriage to that particular man.” Judah continues: When I made this statement in the presence of Samuel, he said, ‘For example, a widow to a high priest, a divorcée or a woman who has performed the rite of removing the shoe wed to an ordinary priest, a mamzer girl or a netinah girl to an Israelite, an Israelite girl to a netin boy or a mamzer boy. But if one has married a woman and lived with her for ten years and she did not give birth, they do not force him to divorce her.’” And R. Tahalipa bar Abimi said Samuel said, “Even if one has married a woman and lived with her ten years and she did not give birth, they do force him to divorce her and marry someone else, with whom he can produce a child.”

**4. III:4:** It has been taught on Tannaite authority: Said R. Yosé, “One of the elders of Jerusalem told me, there are twenty-four classifications of skin ailments involving boils, and in regard to all of them, sages have said, ‘Sexual relations is counter-indicated,’ and worst of all is a skin ailment that causes trembling and extreme debility of the body” (T. **Ket. 7:11I**).

**a. III:5:** What are the symptoms?

**I. III:6:** Announced R. Yohanan, “Avoid flies that swarm around people suffering with a skin ailment that causes trembling and extreme debility of the body.”

**II. III:7:** R. Zira would not sit windward of such a person.

**D. STORIES OF DEATHS OF VARIOUS SAGES AND HOW THEIR MASTERY OF THE TORAH AFFORDED THEM SPECIAL STANDING AFTER DEATH**

**A. III:8:** When Joshua b. Levi lay dying, they said to the angel of death, “Go, do what he wants.” He went and showed himself to him. He said to him, “Show me my place in Paradise.”

**B. III:9:** Elijah proclaimed before him, “Make place for the son of Levi, make place for the son of Levi!”

**C. III:10:** R. Hanina bar Pappa was R. Joshua b. Levi’s friend. When he was dying, they said to the angel of death, “Go, do what he wants.”

**1. III:11:** Gloss of the foregoing.

**D. III:12:** Said Abbayye, “The purpose of the pillar of fire is to keep away from the deceased someone who had neglected even one letter of the Torah.”

#### **E. REVERSION TO THE EXPOSITION OF III:4**

**b. III:13:** Said R. Hanina, “Why in Babylonia don’t people suffer from the debilitating skin ailment? Because they eat tomatoes and drink beer that has cuscuta instead of the usual hops of the hizme shrub.”

### **LVII. Mishnah-Tractate Ketubot 8:1-2**

**A. THE WOMAN TO WHOM PROPERTY CAME BEFORE SHE WAS BETROTHED – THE HOUSE OF SHAMMAI AND THE HOUSE OF HILLEL CONCUR THAT SHE SELLS OR GIVES AWAY THE PROPERTY, AND THE TRANSACTION IS VALID. IF THEIR GOODS OR PROPERTY CAME TO HER AFTER SHE WAS BETROTHED, THE HOUSE OF SHAMMAI SAY, “SHE MAY SELL THEM.” AND THE HOUSE OF HILLEL SAY, “SHE MAY NOT SELL THEM.” THESE AND THOSE CONCUR THAT IF SHE SOLD OR GAVE AWAY GOODS OR PROPERTY, THE TRANSACTION IS VALID.**

**1. I:1:** What differentiates the opening clause, where the two Houses do not differ, and the subsequent clause, in which they do?

**B. SAID R. JUDAH, “THEY STATED BEFORE RABBAN GAMALIEL, ‘SINCE THE HUSBAND-TO-BE HAS ACQUIRED POSSESSION OF THE WOMAN, SHALL HE NOT ACQUIRE POSSESSION OF THE PROPERTY?’ HE SAID TO THEM, ‘WE ARE AT A LOSS CONCERNING THE NEWLY RECEIVED PROPERTY OR GOODS! NOW WILL YOU TURN OUR ATTENTION TO THE OLD ONES?’”**

**1. II:1:** The question was raised: Did R. Judah make reference to an act de novo or de facto in line with the distinction just now made?

**2. II:2:** It has been taught on Tannaite authority: Said R. Hanina b. Aqabya, “This is not how Rabban Gamaliel replied to sages, but this is how he replied to them: ‘Not at all. If you have made such a statement with regard to a married woman, whose husband keeps what she finds as well as her wages and remits her vows, will you say the same of a betrothed woman, whose husband has no right to keep what she finds or to her wages or to remit her vows?’ They said to him, ‘My lord, that would be so if she made the sale before she was married. But what if she was married and then made the sale?’ He said to them, ‘This woman, too, has the right to sell or give away the property, and her act is entirely valid.’ They said to him, ‘But since he has acquired title to the woman through the marriage, shouldn’t he also acquire title to her property?’ He said to them, ‘We are at a loss concerning the newly received property or goods! Now will you turn our attention to the old ones!’” (T. **Ket. 8:1C-H**).

**a. II:3:** But lo, we have learned in the Mishnah the formulation: If they came to her before she was married, and then she was married, Rabban Gamaliel says, “If she sold or gave away the property, the transaction is valid”!

**I. II:4:** Then does R. Hanina b. Aqabya accord with the position of the House of Shammai and not with the House of Hillel, who ruled that even after betrothal a woman is not permitted to begin with to sell or give away the property, all the less so after marriage?

**b. II:5:** Both Rab and Samuel say, “Whether the property fell to the woman prior to betrothal or after betrothal, and she sold or gave it away and got married, the husband has the power to seize the property from the domain of the purchasers.”

**C. IF THEY CAME TO HER AFTER SHE WAS MARRIED, THESE AND THOSE CONCUR THAT IF SHE SOLD OR GAVE THEM AWAY, THE HUSBAND RETRIEVES THEM FROM THE DOMAIN OF THE PURCHASERS. IF THEY CAME TO HER BEFORE SHE WAS MARRIED, AND THEN SHE WAS MARRIED, RABBAN GAMALIEL SAYS, “IF SHE SOLD OR GAVE AWAY THE PROPERTY, THE TRANSACTION IS VALID.” SAID R. HANINAH B. AQABYA, “THEY SAID BEFORE RABBAN GAMALIEL, ‘SINCE HE HAS ACQUIRED POSSESSION OF THE WOMAN, SHALL HE NOT ACQUIRE POSSESSION OF THE PROPERTY?’ HE SAID TO THEM, ‘WE ARE AT A LOSS CONCERNING THE NEWLY RECEIVED PROPERTY OR GOODS! NOW WILL YOU TURN OUR ATTENTION TO THE OLD ONES?’”**

**1. III:1:** May one propose that this Tannaite statement goes over the ground of an ordinance made in Usha? For said R. Yosé bar Hanina, “In Usha sages ordained that a woman may sell off plucking property while the husband is still alive. If she died, however, the husband has the right to seize the property from the purchasers”?

**D. R. SIMEON MAKES A DISTINCTION BETWEEN ONE SORT OF PROPERTY AND ANOTHER: PROPERTY ABOUT WHICH THE HUSBAND IS INFORMED SHE SHOULD NOT SELL. AND IF SHE SOLD OR GAVE IT AWAY, THE TRANSACTION IS NULL. PROPERTY ABOUT WHICH THE HUSBAND IS NOT INFORMED SHE SHOULD NOT SELL. BUT IF SHE SOLD OR GAVE IT AWAY, THE TRANSACTION IS VALID.**

**1. IV:1:** What is the definition of property about which the husband is informed, and what is the definition of property about which the husband is not informed?

**a. IV:2:** Story.

## **LVIII. Mishnah-Tractate Ketubot 8:3-4**

**A. IF READY CASH FELL TO HER, LAND SHOULD BE PURCHASED WITH IT.**

**1. I:1:** If ready cash fell to her, land should be purchased with it: Obviously, in a case of disagreement as to whether to buy houses or land, it is to be land; if the disagreement is between houses and date palms, houses are the preference. If it is a difference as to date palms and other fruit trees, date palms are the choice. If the dispute is between fruit trees and vines, fruit trees are the choice. But what if the disagreement concerns a thicket of sorb used for wood cutting alone or a fish pond?

**B. AND THE HUSBAND HAS THE USUFRUCT THEREOF.**

**IF THERE FELL TO HER PRODUCE PLUCKED UP FROM THE GROUND, LIKEWISE LAND SHOULD BE PURCHASED WITH ITS PROCEEDS. AND HE HAS THE USUFRUCT THEREOF. AND AS TO PRODUCE ATTACHED TO THE GROUND WHICH THE WIFE INHERITS – SAID R. MEIR, “THEY MAKE AN ESTIMATE OF THEIR VALUE AS FOLLOWS: “HOW MUCH IS THE LAND WORTH WITH THE PRODUCE AFFIXED TO IT, AND HOW MUCH IS IT WORTH WITHOUT THE PRODUCE? AND WITH THE PROCEEDS OF THE DIFFERENCE, LAND IS PURCHASED. AND HE HAS THE USUFRUCT THEREOF.” AND SAGES SAY, “THE VALUE OF THE PRODUCE ATTACHED TO THE GROUND BELONGS TO HIM. THE VALUE OF THAT WHICH IS PLUCKED UP FROM THE GROUND IS HERS. AND LAND IS PURCHASED WITH THE PROCEEDS OF THE LATTER. AND HE HAS THE USUFRUCT THEREOF.”**

1. II:1: Said R. Zira said R. Oshaia said R. Yannai, and some say, said R. Abba said R. Oshaia said R. Yannai, “He who steals the offspring of a beast in the status of plucking property must pay the indemnity of double the value to the wife” not to the husband; since a beast dies and its yield ceases, the offspring must replace it as capital and so belongs to the wife; it cannot be consumed by the husband but may be sold, and a produce-yielding object purchased with the proceeds.

2. II:2: Said Raba said R. Nahman, “If she brought into a marriage a goat for its milking, a ewe for its fleece, a chicken for its eggs, a date palm for its fruit, the husband may continue to consume the produce until the principal is used up.”

**C. R. SIMEON SAYS, “AT EACH POINT AT WHICH, WHEN SHE ENTERS INTO MARRIAGE, HE HAS THE ADVANTAGE, HE IS AT A DISADVANTAGE AT HER GOING FORTH FROM THE MARRIAGE. AT EACH POINT AT WHICH, WHEN SHE ENTERS INTO MARRIAGE, HE IS AT A DISADVANTAGE, HE HAS THE ADVANTAGE AT HER GOING FORTH. PRODUCE AFFIXED TO THE GROUND WHEN SHE COMES IN BELONGS TO HIM, AND WHEN SHE GOES FORTH, BELONGS TO HER. AND THOSE PLUCKED UP FROM THE GROUND WHEN SHE COMES IN BELONG TO HER, AND WHEN SHE GOES FORTH, BELONG TO HIM.”**

1. III:1: R. Simeon apparently goes over the ground of the initial Tannaite authority.

## **LIX. Mishnah-Tractate Ketubot 8:5A-J**

**A. IF OLD SLAVE MEN OR SLAVE WOMEN FELL TO HER POSSESSION, THEY ARE TO BE SOLD. AND LAND SHOULD BE PURCHASED WITH THEIR PROCEEDS. AND HE THE HUSBAND HAS THE USUFRUCT THEREOF. RABBAN SIMEON B. GAMALIEL SAYS, “SHE SHOULD NOT SELL THEM, FOR THEY ARE THE GLORY OF HER FATHER’S HOUSE.”**

**IF OLD OLIVE TREES OR GRAPEVINES FELL TO HER POSSESSION, THEY ARE TO BE SOLD FOR THEIR VALUE AS WOOD. AND LAND SHOULD BE PURCHASED WITH THEIR PROCEEDS. AND HE HAS THE USUFRUCT THEREOF. R. JUDAH SAYS, “SHE SHOULD NOT SELL THEM, FOR THEY ARE THE GLORY OF HER FATHER’S HOUSE.”**

1. I:1: Said R. Kahana said Rab, “The dispute concerns a situation in which the trees came to the woman in a field belonging to her that is, along with the land in which they were growing, but if they were located in a field not belonging to her,

all parties concur that she should sell them, because the capital would otherwise be frittered away.”

## **LX. Mishnah-Tractate Ketubot 8:5K-O**

**A. HE WHO LAYS OUT THE EXPENSES FOR THE UPKEEP OF THE PROPERTY OF HIS WIFE – WHETHER HE LAID OUT A GREAT DEAL OF MONEY AND RECEIVED LITTLE USUFRUCT, OR WHETHER HE LAID OUT A SMALL AMOUNT OF MONEY AND RECEIVED MUCH – WHAT HE HAS LAID OUT, HE HAS LAID OUT, AND THE USUFRUCT WHICH HE HAS ENJOYED, HE HAS ENJOYED.**

1. I:1: Little usufruct: So how much is little usufruct?

2. I:2: R. Bibi raised this question: “What about a mash of pressed dates?”

3. I:3: If he didn’t eat it in a way that matters that provided some meaningful nourishment, what is the law?

4. I:4: The judges of Pumbedita said, “R. Judah made a practical decision in favor of the wife in a case in which the husband used up some bundles of vineshoots.” The shoots belonged to the wife’s plucking property; he fed it to his cattle. Judah regarded that as sufficient reason to deny the husband all rights of compensation for his expenses.

5. I:5: Said R. Jacob said R. Hisda, “He who incurs expenditures to maintain the property of his wife, who is a minor and a fatherless child; the mother or brothers have married her off, and she can annul the matter when she reaches maturity by refusing the husband at that time, is regarded as though he had done so for an outsider. How come? Since the husband could not wholly rely upon the relationship to produce a return on his investment, since the wife can simply annul the marriage, rabbis ordained that he could be repaid, so that the estates would not be allowed to deteriorate under his management. Here, too, rabbis enacted a measure of relief on his behalf, so that the estates would not be allowed to deteriorate under his management.”

a. I:6: Case.

**B. BUT IF HE LAID OUT MONEY FOR THE UPKEEP OF THE ESTATE AND DID NOT ENJOY THE USUFRUCT AT ALL, THERE BEING NO RETURN, HE SHOULD TAKE AN OATH TO VERIFY THE AMOUNT WHICH HE HAS LAID OUT AS EXPENSES. AND THAT SHOULD HE COLLECT IN RECOMPENSE, FROM HER BY DEDUCTION FROM HER MARRIAGE CONTRACT.**

1. II:1: Said R. Assi, “But that is the case only if the appreciation to the value of the estate corresponds to what has been spent.”

2. II:2: The question was raised: If the husband put in his stead sharecroppers into his wife’s plucking real estate, what is the rule? How do we classify the sharecroppers’ status in relationship to the land? Have they entered the property relying on the right of the husband, and when the husband forfeited his claim by consuming the produce, they, too, have lost their claim? Or perhaps it was relying solely on the yield of the real estate, and land can be entrusted to sharecroppers and the wife could as well have done so, so they get their share no matter what?



3. II:3: The question was raised: If the husband sold the real estate only as to its produce, what is the law? Do we rule that to which he holds title he may assign to others, or is it the fact that, when rabbis made their rule, they assigned the usufruct to the husband because of allowing for a little leeway in the household expenses, but not for the purposes of selling the usufruct to a third party?

a. II:4: And the decided law is, if the husband sold the real estate as to its usufruct, he has done nothing whatsoever.

## **LXI. Mishnah-Tractate Ketubot 8:6-8**

**A. A WOMAN AWAITING LEVIRATE MARRIAGE WITH HER DECEASED CHILDLESS HUSBAND’S BROTHER TO WHOM PROPERTY CAME – THE HOUSE OF SHAMMAI AND THE HOUSE OF HILLEL CONCUR THAT SHE SELLS OR GIVES AWAY HER PROPERTY, AND THE TRANSACTION IS VALID.**

**IF SHE DIED, HOW SHOULD THEY DISPOSE OF HER MARRIAGE CONTRACT AND OF THE PROPERTY WHICH COMES INTO THE MARRIAGE WITH HER AND GOES OUT OF THE MARRIAGE WITH HER? THE HOUSE OF SHAMMAI SAY, “LET THE HEIRS OF THE HUSBAND DIVIDE IT UP WITH THE HEIRS OF THE FATHER OF THE WOMAN.” AND THE HOUSE OF HILLEL SAY, “THE PROPERTY REMAINS IN THE HANDS OF ITS PRESUMPTIVE OWNERS: THE VALUE OF THE MARRIAGE CONTRACT IN THE POSSESSION OF THE HEIRS OF THE HUSBAND, AND THE PROPERTY WHICH GOES IN AND COMES OUT WITH HER IN THE POSSESSION OF THE HEIRS OF THE FATHER.”**

**IF THE BROTHER THE DECEASED HUSBAND LEFT READY CASH, LAND SHOULD BE PURCHASED WITH IT. AND HE THE LEVIR HAS THE USUFRUCT THEREOF. IF HE LEFT PRODUCE PLUCKED UP FROM THE GROUND, IT SHOULD BE SOLD AND LAND SHOULD BE PURCHASED WITH THE PROCEEDS. AND HE HAS THE USUFRUCT THEREOF. IF HE LEFT PRODUCE YET ATTACHED TO THE GROUND – R. MEIR SAYS, “THEY MAKE AN ESTIMATE OF THEIR VALUE AS FOLLOWS: ‘HOW MUCH IS THE LAND WORTH WITH THE PRODUCE AFFIXED TO IT, AND HOW MUCH IS IT WORTH WITHOUT THE PRODUCE?’ AND WITH THE PROCEEDS OF THE DIFFERENCE LAND IS PURCHASED. AND HE HAS THE USUFRUCT THEREOF.”**

1. I:1: The question was raised: A woman awaiting the decision of the levir who died – who is responsible for the costs of her funeral? Do the heirs of the deceased husband’s estate pay the costs of burial, because they inherit her marriage contract? Or maybe the heirs of her father have to pay the costs, because they inherit the property that comes in and goes out with her?

a. I:2: Now have you heard of an authority that takes the position that an exegesis of the language of the marriage contract is undertaken?

2. I:3: Raba sent word to Abbaye via R. Shemayyah bar Zira, “But is the marriage contract subject to payment while the levir is yet alive? And has it not been taught on Tannaite authority: R. Abba says, ‘I asked Sumekhosh, “How is a levir who married the widow, who wants to sell his brother’s property mortgaged for payment of her marriage settlement to act?” He said to me, “If he is a priest, who cannot marry a divorcée, let him make a banquet and try to persuade the widow to agree to sell off the property that exceeds what is owing on her marriage



settlement, and if he is an Israelite, let him divorce her with a writ of divorce and she collects what is owing, and he can then utilize the remainder of the property and then he remarries her””? Now if we should imagine that the marriage contract is subject to payment while the levir is yet alive, then just set aside some of the property, equivalent in value to the amount of the marriage settlement, and sell off the rest? Why go through this elaborate procedure?”

a. I:4: Case. In Pumbedita there was a man to whom a levirate widow came. His younger brother wanted to render her invalid for marriage to him, so he forced on her a writ of divorce so the surviving brothers could not marry her, as a divorcée of a brother. The older brother said to him, “So what are you thinking? Is it because I am going to inherit property from the deceased’s estate? So I’ll share it with you anyhow.”

b. I:5: Case. In Mata Mehassayya a levirate widow came before a levir. His younger brother wanted to render her invalid for marriage to him, so he forced on her a writ of divorce so the surviving brothers could not marry her, as a divorcée of a brother. The older brother said to him, “So what are you thinking? Is it because I am going to inherit property from the deceased’s estate? So I’ll share it with you anyhow.”

3. I:6: The question was addressed to Ulla: “If the levirate marriage was consummated and then the division of the property took place, what is the law?” Is the other brother allowed to retain the property that the levir has allotted to him?

4. I:7: When Rabin came, he said R. Simeon b. Laqish said, “Whether the levirate marriage was consummated and then the division of the property took place, or whether he divided the estate and then consummated the levirate marriage, nothing of consequence has taken place.”

**B. AND SAGES SAY, “PRODUCE ATTACHED TO THE GROUND BELONGS TO HIM. PRODUCE PLUCKED UP FROM THE GROUND – WHOEVER GETS IT FIRST KEEPS IT. IF HE GOT IT FIRST, HE KEEPS IT. IF SHE GOT IT FIRST, LAND SHOULD BE PURCHASED WITH THEIR PROCEEDS. AND HE HAS THE USUFRUCT THEREOF.”**

1. II:1: But why should this be the case? Isn’t all of his property encumbered as a pledge and guarantee for the settlement of her marriage contract?

**C. IF HE CONSUMMATED THE MARRIAGE WITH HER, LO, SHE IS DEEMED TO BE HIS WIFE FOR EVERY PURPOSE,**

1. III:1: For what purpose is this law set forth?

**D. EXCEPT THAT HER MARRIAGE CONTRACT IS A LIEN ON THE ESTATE OF HER FIRST HUSBAND.**

1. IV:1: How come?

**E. THE LEVIR MAY NOT SAY TO HER, “THERE IS THE REPAYMENT FOR YOUR MARRIAGE CONTRACT, LYING ON THE TABLE.” BUT ALL OF HIS PROPERTY IS SUBJECT TO LIEN FOR THE PAYMENT OF HER MARRIAGE CONTRACT.**

**AND SO A MAN MAY NOT SAY TO HIS WIFE, “THERE IS THE REPAYMENT FOR YOUR MARRIAGE CONTRACT, LYING ON THE TABLE.” BUT ALL OF HIS PROPERTY IS SUBJECT TO LIEN FOR THE PAYMENT OF HER MARRIAGE CONTRACT.**

1. V:1: What’s the point of And so a man may not say to his wife, “There is the repayment for your marriage contract, lying on the table.” But all of his property is subject to lien for the payment of her marriage contract?

**F. IF HE DIVORCED HER, SHE HAS A CLAIM ONLY ON HER MARRIAGE CONTRACT.**

1. VI:1: Only if he divorced her may he sell the property, but if he did not divorce her, he may not do so. So we are informed that the law accords with the position of R. Abba that the woman must give her consent or the property may not be sold until she is divorced.

**G. IF HE REMARRIED HER, LO, SHE IS EQUIVALENT TO ALL WOMEN. AND SHE HAS A CLAIM ONLY ON HER MARRIAGE CONTRACT ALONE.**

1. VII:1: If he remarried her – what does he tell us that we didn’t already know? Lo, we have a Tannaite statement to the same effect: For he who divorces his wife and then remarries her – it is on the strength of the first marriage contract that he remarries her (M. 9:8J-O)!

2. VII:2: Said R. Judah, “At first they would assign to a virgin two hundred zuz and to a widow a maneh, and because that was not enough of a guarantee in case of death of the husband or divorce, women wouldn’t agree to marriage, so the men would grow old without getting married, until Simeon b. Shetah came along and ordained: “All his property is pledged for the payment of the marriage contract.”

## **LXII. Mishnah-Tractate Ketubot 9:1**

**A. HE WHO WRITES FOR HIS WIFE, “I HAVE NO RIGHT NOR CLAIM TO YOUR PROPERTY,” LO, THIS ONE NONETHELESS HAS THE USUFRUCT DURING HER LIFETIME. AND IF SHE DIES, HE INHERITS HER ESTATE.**

1. I:1: R. Hiyya set forth a Tannaite statement: “Not he who writes, but rather: He who says to his wife....” For if he wrote it out for her, what difference does it make? Has it not been taught on Tannaite authority: He who says to his fellow, “I have no claim whatsoever on this field, and I have no involvement with it, and my hands are utterly removed from it,” has said nothing whatsoever! A right is not renounced merely verbally, the waiver is ineffective; if a written undertaking is invalid, all the more so a verbal utterance, an objection to Hiyya’s statement.

a. I:2: Gloss of a detail of the foregoing.

b. I:3: As above: With reference to the passage, He who says to his fellow, “I have no claim whatsoever on this field, and I have no involvement with it, and my hands are utterly removed from it,” has said nothing whatsoever, the question was asked: If witnesses acquired from a man, on behalf of his partner, his share of the partner’s property, at the time of the renunciation of his share in his partner’s property, what is the law? Does the act of acquisition affect the legal transfer of the land because or despite the fact that no expression of “giving” has been used.

**B. IF SO, WHY DID HE WRITE TO HER, “I HAVE NO RIGHT NOR CLAIM TO YOUR PROPERTY”? FOR IF SHE SOLD OR GAVE AWAY HER PROPERTY, HER ACT IS VALID. IF HE WROTE FOR HER, “I HAVE NO RIGHT NOR CLAIM TO YOUR PROPERTY OR TO ITS USUFRUCT CONSEQUENT PROFITS,” LO, THIS ONE DOES NOT HAVE THE USUFRUCT IN HER LIFETIME.**

1. II:1: If the husband’s renunciation validates the wife’s sale or gift of property, why can’t she say to him, “You’ve renounced all your claims” including usufruct and inheritance.

**C. BUT IF SHE DIES, HE INHERITS HER ESTATE, R. JUDAH SAYS, “UNDER ALL CIRCUMSTANCES IN ANY EVENT) HE HAS THE USUFRUCT OF THE USUFRUCT, UNLESS HE WRITES FOR HER, ‘I HAVE NO RIGHT NOR CLAIM TO YOUR PROPERTY, TO ITS USUFRUCT, OR TO THE USUFRUCT OF ITS USUFRUCT, WITHOUT LIMIT.’” IF HE WROTE FOR HER, “I HAVE NO RIGHT NOR CLAIM TO YOUR PROPERTY, TO ITS USUFRUCT, TO THE USUFRUCT OF ITS USUFRUCT, DURING YOUR LIFETIME AND AFTER YOUR DEATH,” HE NEITHER HAS THE USUFRUCT IN HER LIFETIME, NOR, IF SHE DIES, DOES HE INHERIT HER.**

1. III:1: Our rabbis have taught on Tannaite authority: What is the definition of usufruct, and what is the definition of the the usufruct of its usufruct? If she brought into the marriage real estate and it produced a crop, lo, that is what is meant by the usufruct. If the husband sold the crop and bought land with the proceeds and it produced a crop, lo, that is in the classification of the usufruct of its usufruct.

2. III:2: The question was raised: In the opinion of R. Judah, is the sense, the usufruct of its usufruct in particular, or is that a figurative reference to all future usufruct, without limit however remote?

3. III:3: This question was raised: If the husband wrote the language, “I have no claim on your estate or on the usufruct of the usufruct,” what is the rule on his utilizing the usufruct itself? Has he renounced the usufruct of the usufruct only, but not the usufruct, or is this a renunciation of all his claims?

**D. RABBAN SIMEON B. GAMALIEL SAYS, “IF SHE DIED, HE SHOULD IN ANY EVENT INHERIT HER, BECAUSE HE HAS MADE A CONDITION AGAINST WHAT IS WRITTEN IN THE TORAH WHICH IS THAT THE HUSBAND INHERITS HIS WIFE'S ESTATE, AND WHOEVER MAKES A CONDITION AGAINST WHAT IS WRITTEN IN THE TORAH – HIS CONDITION IS NULL.”**

1. IV:1: Said Rab, “The decided law accords with the position of Rabban Simeon b. Gamaliel, but not on account of the reason that he sets forth.”

### **LXIII. Mishnah-Tractate Ketubot 9:2-3**

**A. HE WHO DIED AND LEFT A WIFE, A CREDITOR, AND HEIRS, AND WHO HAD GOODS ON DEPOSIT OR A LOAN IN THE DOMAIN OF OTHERS – R. TARFON SAYS, “THEY SHOULD BE GIVEN OVER TO THE WEAKEST AMONG THEM THE CREDITOR.” R. AQIBA SAYS, “THEY DO NOT SHOW PITY IN A LAWSUIT. BUT THEY SHOULD BE GIVEN OVER TO THE HEIRS. FOR ALL OF THEM HAVE TO CONFIRM THEIR CLAIM**

**BY AN OATH. BUT THE HEIRS DO NOT HAVE TO CONFIRM THEIR CLAIM BY AN OATH.”**

1. I:1: Why is it necessary to encompass under the Tannaite formulation both the case of the loan and the case of the bailment?

2. I:2: What is the meaning of the weakest among them?

**B. IF HE LEFT PRODUCE HARVESTED FROM THE GROUND, WHOEVER GETS THEM FIRST HAS EFFECTED ACQUISITION OF THEM. IF THE WIFE MADE ACQUISITION OF AN AMOUNT GREATER THAN THE VALUE OF HER MARRIAGE CONTRACT, OR A CREDITOR GREATER THAN THE VALUE OF THE DEBT OWING TO HIM – AS TO THE EXCESS OF THE CLAIMS OF THESE RESPECTIVE PARTIES – R. TARFON SAYS, “IT SHOULD BE GIVEN TO THE WEAKEST AMONG THEM.” R. AQIBA SAYS, “THEY DO NOT SHOW PITY IN A LAWSUIT. BUT IT SHOULD BE GIVEN OVER TO THE HEIRS. FOR ALL OF THEM HAVE TO CONFIRM THEIR CLAIM BY AN OATH. BUT THE HEIRS DO NOT HAVE TO CONFIRM THEIR CLAIM BY AN OATH.”**

1. II:1: So far as R. Aqiba is concerned For all of them have to confirm their claim by an oath. But the heirs do not have to confirm their claim by an oath, why make reference to the excess, when, so far as he is concerned, the entire estate is assigned to the heirs!?

2. II:2: Assigning to Tarfon the position, If he left produce harvested from the ground, whoever gets them first has effected acquisition of them, holding that the heirs do not inherit as soon as the man dies, we ask: From the perspective of R. Tarfon, where is the produce kept so that the seizure will be valid? Both Rab and Samuel say, “It is a case in which the produce is heaped up and lying in public domain, but if it is in an alley that is not the case,” in such a spot the produce in Tarfon’s view passes into the possession of the heirs as soon as the owner dies, and seizure by any other person is invalid. Both R. Yohanan and R. Simeon b. Laqish say, “Even if it is in an alley, the seizure is valid.”

a. II:3: Judges ruled in accord with R. Tarfon, and R. Simeon b. Laqish in line with Aqiba’s position reversed the ruling. Said to him R. Yohanan, “You have acted as though Aqiba’s ruling were at the status of the Torah’s law.”

I. II:4: Case.

II. II:5: Case.

III. II:6: Case.

IV. II:7: Case.

V. II:8: Case.

3. II:9: As to the agent’s having to refund the loss, what is the law? Said R. Ashi, “We examine the case. If he said to him, ‘Get the bond and then pay the money,’ the agent has to make up the loss. But if the man who sent the agent said, ‘Pay the money and then get the bond,’ he doesn’t have to make it up.”

a. II:10: Case.

b. II:11: Case.

c. II:12: Case.

d. II:13: Case.

e. II:14: Case.

f. II:15: Case.

g. II:16: Case.

h. II:17: Case.

i. II:18: Case.

j. II:19: Case.

l. II:20: Gloss of II:18.

4. II:21: Said Amemar, “A judge who would adjudicate liability in which the damage was done only through an indirect action would likewise sentence damages to the amount that could be recovered on a valid deed; one who does not assign liability for damage which is done indirectly would allow here damages only for the paper that was burned.”

5. II:22: Said Amemar in the name of R. Hama, “One who is facing a claim to settle a marriage contract of his wife and a debt, and who has both real estate and ready cash, settles the creditor’s claim with the ready cash, and the woman’s claim with the real estate, so treating the creditor in accord with his rights he gave cash, he gets back cash, and the woman in accord with her rights her marriage contract being secured by real estate. And if he owns only one plot of land, and it can meet the claim of only one party, it is handed over to the creditor, not to the wife.”

a. II:23: Explanation of a relevant decision.

6. II:24: Said R. Kahana to R. Pappa, “In your view, maintaining that repaying a debt to a creditor is a religious duty, if the debtor said, ‘I don’t feel like doing a religious duty,’ what is the law?”

7. II:25: R. Ammi bar Hama asked R. Hisda, “‘Lo, this is your writ of divorce, but you will be divorced with it only after thirty days have passed,’ what is the law if she went and put it down at the side of the public domain where it stayed for thirty days, is the writ still in her domain, despite where it was left, so she is divorced? Or since the spot is at the side of public domain, is it not hers any more?”

## **LXIV. Mishnah-Tractate Ketubot 9:4**

**A. HE WHO SETS UP HIS WIFE AS A STOREKEEPER, OR APPOINTED HER GUARDIAN, LO, THIS ONE MAY IMPOSE UPON HER AN OATH THAT SHE HAS NOT MISAPPROPRIATED ANY OF HIS PROPERTY, AT ANY TIME HE WANTS. R. ELIEZER SAYS, “EVEN WITH RESPECT TO HER SPINDLE OR HER DOUGH IF SHE IS NOT A SHOPKEEPER OR STOREKEEPER OR GUARDIAN, HE MAY IMPOSE AN OATH.”**

1. I:1: The question was raised: Does R. Eliezer take the position that an oath is imposed as a secondary effect of the original required oath, or does he mean that the oath is imposed on its own terms and not as a secondary effect?

## **LXV. Mishnah-Tractate Ketubot 9:5-6**

**A. IF HE WROTE TO HER, “NEITHER VOW NOR OATH MAY I IMPOSE UPON YOU,” THEN HE CANNOT IMPOSE AN OATH ON HER. BUT HE IMPOSES AN OATH UPON HER HEIRS AND UPON THOSE WHO ARE HER LAWFUL SUCCESSORS.**

**IF HE SAID, “NEITHER VOW NOR OATH MAY I IMPOSE UPON YOU, UPON YOUR HEIRS, OR UPON YOUR LEGAL SUCCESSORS,” HE CANNOT IMPOSE AN OATH UPON HER OR UPON HER HEIRS OR LEGAL SUCCESSORS. BUT HIS HEIRS DO IMPOSE AN OATH UPON HER, UPON HER HEIRS, OR UPON HER LEGAL SUCCESSORS. IF HE SAID, “NEITHER VOW NOR OATH MAY I OR MY HEIRS OR MY LEGAL SUCCESSORS IMPOSE UPON YOU, UPON YOUR HEIRS, OR UPON YOUR LEGAL SUCCESSORS,” NEITHER HE NOR HIS HEIRS OR LEGAL SUCCESSORS CAN IMPOSE AN OATH UPON HER, HER HEIRS, OR HER LEGAL SUCCESSORS.**

**IF SHE WENT FROM HER HUSBAND'S GRAVE TO HER FATHER'S HOUSE, OR IF SHE WENT BACK TO HER FATHER-IN-LAW'S HOUSE AND WAS NOT APPOINTED GUARDIAN, THE HEIRS DO NOT IMPOSE AN OATH ON HER THAT SHE HAS NOT MISAPPROPRIATED ANY PROPERTY OF THE ESTATE. AND IF SHE WAS APPOINTED GUARDIAN OF THE ESTATE, THE HEIRS DO IMPOSE AN OATH ON HER CONCERNING TIME TO COME. BUT THEY DO NOT IMPOSE AN OATH ON HER CONCERNING PAST TIME.**

1. I:1: What kind of oath is at issue here? Said R. Judah said Rab, “Reference is made to the oath taken by a woman appointed during her husband’s lifetime as administrator of his affairs.” R. Nahman said Rabbah bar Abbuha said, “It is the oath that is taken by a woman who impairs her marriage contract by conceding that part of it has already been collected.” She has to take an oath to collect the rest. The husband may exempt her from having to take such an oath, all the more so from having to take the oath of an administrator.

2. I:2: Said Rabbah said R. Hiyya, “As to not imposing a vow or an oath, it is the husband who may not do so, but the heirs may indeed impose an oath on the widow. But if he wrote, ‘...free of a vow, ...free of an oath,’ neither he nor the heirs can impose an oath on her. This language means, ‘You are free from having to take an oath.’” And R. Joseph said R. Hiyya said, “As to not imposing a vow or an oath, it is the husband who may not do so, but the heirs may indeed impose an oath on the widow. But if he wrote, ‘...free of a vow, ...free of an oath,’ both he and the heirs can impose an oath on her. This language means, ‘You will clear yourself by taking an oath.’”

## **LXVI. Mishnah-Tractate Ketubot 9:7-8**

**A. SHE WHO IMPAIRS HER MARRIAGE CONTRACT COLLECTS IT ONLY THROUGH AN OATH. IF ONE WITNESS TESTIFIED AGAINST HER THAT IT HAD BEEN COLLECTED, SHE COLLECTS IT ONLY THROUGH AN OATH. FROM (1) THE PROPERTY OF THE HEIRS ORPHANS, OR FROM (2) PROPERTY SUBJECT TO A LIEN, OR (3) IN HIS THE HUSBAND'S ABSENCE SHOULD SHE COLLECT HER MARRIAGE CONTRACT ONLY THROUGH AN OATH.**

1. I:1: R. Ammi bar Hama considered ruling that the oath under discussion is on the authority of the Torah, as where one party claims two hundred and the other concedes one hundred, so we have an admission to part of what is claimed, and whoever concedes part of a claim on the law of the Torah must take an oath as to the remainder of his claim.

2. I:2: The question was raised: She who impairs collection of her marriage settlement, conceding that part of the payment was received in the presence of witnesses, what is the law? Do we assume that, if her husband pays the rest, he will do it in the presence of witnesses as he did before so the woman doesn't have to take an oath? Or perhaps it was a happenstance that witnesses were around, not the husband's precaution, so we don't know what he would do, and hence she has to take an oath?

3. I:3: The question was raised: She impaired her right to collect her marriage settlement by admitting having received a sum less than a penny's worth, what is the law? Do we say that, since she is so meticulous, she is telling the truth? Or perhaps it is just a happy accident?

4. I:4: The question was raised: She who declares that her marriage settlement was to be less than the recorded amount, what is the law? Do we say that she is in the classification of one who impairs it? Or perhaps the one who impairs the document is in the status of one who concedes part of the contrary claim, but this one is not in the status of conceding part of a contrary claim?

**B. "SHE WHO IMPAIRS HER MARRIAGE CONTRACT" : HOW SO? IF HER MARRIAGE CONTRACT WAS WORTH A THOUSAND ZUZ, AND HE SAID TO HER, "YOU HAVE COLLECTED YOUR MARRIAGE CONTRACT," BUT SHE SAYS, "I HAVE RECEIVED ONLY A MANEH A HUNDRED ZUZ," SHE COLLECTS THE REMAINDER ONLY THROUGH AN OATH. IF ONE WITNESS TESTIFIED AGAINST HER THAT IT HAD BEEN COLLECTED: HOW SO? IF HER MARRIAGE CONTRACT WAS WORTH A THOUSAND ZUZ, AND HE THE WITNESS SAID TO HER, "YOU HAVE COLLECTED THE VALUE OF YOUR MARRIAGE CONTRACT," AND SHE SAYS, "I HAVE NOT COLLECTED IT," AND ONE WITNESS TESTIFIED AGAINST HER THAT IT HAD BEEN COLLECTED, SHE SHOULD COLLECT THE MARRIAGE CONTRACT ONLY THROUGH AN OATH.**

1. II:1: R. Ammi bar Hama considered ruling, "The oath under discussion is on the authority of the Torah, for it is written, 'One witness shall not rise up against a man for any iniquity or for any sin' (Deu. 19:15) – it is for any iniquity or for any sin that one witness shall not rise up against a man, but he may rise up for the purpose of imposing an oath. And a master has said, 'In any case in which two witnesses would impose liability to pay money, a single witness imposes liability to take an oath.'" As two witnesses would have caused the woman to lose her marriage contract entirely, one witness may rightly cause an oath to be imposed upon her.

**C. "FROM PROPERTY SUBJECT TO A LIEN": HOW SO? IF THE HUSBAND SOLD OFF HIS PROPERTY TO OTHERS, AND SHE COMES TO COLLECT FROM THE PURCHASERS, SHE SHOULD COLLECT FROM THEM ONLY THROUGH AN OATH.**

1. III:1: There we have learned in the Mishnah: So heirs of an estate collect debts owing to the deceased only through an oath (M. 7:7E). From whom is the debt

collected? Should we say from the borrower? The father could have gotten back his money without an oath, and should they have to take an oath? Rather, it means, And so also orphans cannot collect payment from orphans without taking an oath.

**D. FROM THE PROPERTY OF THE HEIRS: HOW SO? IF THE HUSBAND DIED AND LEFT HIS PROPERTY TO THE ORPHANS, AND SHE COMES TO COLLECT HER MARRIAGE CONTRACT FROM THE ORPHANS, SHE SHOULD COLLECT FROM THEM ONLY BY AN OATH. “IN HIS ABSENCE”: HOW SO? IF THE HUSBAND WENT OVERSEAS, AND SHE COMES TO COLLECT HER MARRIAGE CONTRACT IN HIS ABSENCE, SHE COLLECTS WHAT IS DUE HER ONLY BY AN OATH.**

1. IV:1: R. Aha, head of the fortress, said, “There was a case that came before R. Isaac bar Nappaha 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.”

**E. R. SIMEON SAYS, “SO LONG AS SHE COMES TO CLAIM HER MARRIAGE CONTRACT, THE HEIRS IMPOSE AN OATH ON HER. “BUT IF SHE DOES NOT LAY CLAIM TO HER MARRIAGE CONTRACT, THE HEIRS DO NOT IMPOSE AN OATH ON HER.”**

1. V:1: To what clause in the foregoing does R. Simeon make reference?

## **LXVII. Mishnah-Tractate Ketubot 9:9A-I**

**A. IF SHE PRODUCED A WRIT OF DIVORCE, AND A MARRIAGE CONTRACT IS NOT ATTACHED TO IT, SHE COLLECTS HER MARRIAGE CONTRACT.**

**BUT IF SHE PRODUCED A MARRIAGE CONTRACT, AND A WRIT OF DIVORCE IS NOT ATTACHED TO IT, AND IF SHE CLAIMS, “MY WRIT OF DIVORCE IS LOST,” WHILE THE HUSBAND CLAIMS, “MY QUITTANCE IS LOST” – AND SO, TOO, A CREDITOR WHO PRODUCED A BILL OF INDEBTEDNESS AND A PROSBOL SECURING THE LOAN IN THE YEAR OF RELEASE IS NOT ATTACHED TO IT – LO, THESE PARTIES MAY NOT COLLECT WHAT THEY CLAIM. RABBAN SIMEON B. GAMALIEL SAYS, “FROM THE TIME OF THE DANGER AND THEREAFTER, A WOMAN COLLECTS HER MARRIAGE CONTRACT WITHOUT HER WRIT OF DIVORCE. AND A CREDITOR COLLECTS WHAT IS OWING TO HIM WITHOUT A PROSBOL ATTACHED.”**

1. I:1: If she produced a writ of divorce, and a marriage contract is not attached to it, she collects her marriage contract: That bears the implication that they write a receipt for payment of the marriage contract, since, if they don’t write a receipt, should we not take account of the possibility that the woman might produce the marriage contract after the death of the husband and collect with it a second time? Said Rab, “We deal with a locale in which they do not write out a marriage contract at all” but only give a bond, which is torn up. And Samuel said, “Even with a locale in which they do write out a marriage contract.”

a. I:2: Said R. Kahana and R. Assi to Rab, “In your opinion, if a writ of divorce serves to permit a woman to collect the principal of her marriage settlement, then on what basis does a woman who is widowed out of a fully



consummated marriage collect her marriage settlement? It must be through witnesses who testify that the husband died. But shouldn't we consider the possibility that the husband might earlier have divorced her, so she may later on or elsewhere produce a writ of divorce and collect what is owing on it as well?"

I. I:3: Gloss of the foregoing.

II. I:4: As above.

## **LXVIII. Mishnah-Tractate Ketubot 9:9J-O**

**A. IF SHE PRODUCES TWO WRITS OF DIVORCE AND TWO MARRIAGE CONTRACTS – SHE COLLECTS THE VALUE OF TWO MARRIAGE CONTRACTS. IF SHE PRODUCES (1) TWO MARRIAGE CONTRACTS BUT ONLY ONE WRIT OF DIVORCE, OR (2) ONE MARRIAGE CONTRACT AND TWO WRITS OF DIVORCE, OR (3) A MARRIAGE CONTRACT AND A WRIT OF DIVORCE AND A DEATH CERTIFICATE, SHE COLLECTS ONLY ONE MARRIAGE CONTRACT. FOR HE WHO DIVORCES HIS WIFE AND THEN REMARRIES HER – ON THE STRENGTH OF THE FIRST MARRIAGE CONTRACT DOES HE REMARRY HER.**

1. I:1: So if she wanted, the woman who produces two writs of divorce and two marriage contracts can collect with this one, or if she wanted, she can collect with that one. May we then say that this is a refutation of what R. Nahman said Samuel said? For said R. Nahman said Samuel, "In the case of two d

2. I:2: Our rabbis have taught on Tannaite authority: If the women handed over a writ of divorce, a marriage contract, and evidence that the husband had died, if the writ of divorce bears an earlier date than the marriage settlement, she may collect on two marriage contracts; if the marriage contract bears an earlier date, she may collect only one marriage contract, For he who divorces his wife and then remarries her – on the strength of the first marriage contract does he remarry her.

## **LXIX. Mishnah-Tractate Ketubot 9:9P-U**

**A. AND A MINOR BOY WHOSE FATHER MARRIED HIM OFF – HER HIS WIFE'S MARRIAGE CONTRACT IS CONFIRMED AS VALID AFTER HE REACHES MATURITY. FOR ON THE STRENGTH OF THAT DOCUMENT HE CONFIRMED THE MARRIAGE WHEN HE CAME OF AGE. A PROSELYTE WHO CONVERTED, AND HIS WIFE ALONGSIDE DID THE SAME – HER ORIGINAL MARRIAGE CONTRACT IS VALID. FOR ON THE STRENGTH OF THAT DOCUMENT HE THE HUSBAND CONFIRMED THE MARRIAGE.**

1. I:1: Said R. Huna, "That ruling pertains only to the collection of the maneh or two hundred zuz, but as to the additional dowry, the woman has no claim to any more." And R. Judah said, "Even to the additional dowry she has every right."

## **LXX. Mishnah-Tractate Ketubot 10:1**

**A. HE WHO WAS MARRIED TO TWO WIVES AND DIED – THE FIRST WIFE TAKES PRECEDENCE OVER THE SECOND, AND THE HEIRS OF THE FIRST TAKE PRECEDENCE OVER THE HEIRS OF THE SECOND.**

1. I:1: Since the Tannaite formulation states, the first wife takes precedence over the second, and since it does not state, the first wife receives, the second wife does not receive payment, it follows that if the second wife went ahead and grabbed property in payment of her claim, we do not take it away from her. That then proves that a creditor of a later date who went ahead and seized property from the debtor prior to a creditor of an earlier date, what he has seized is validly seized.

**B. IF HE MARRIED THE FIRST AND SHE DIED, THEN HE MARRIED THE SECOND, AND HE DIED, THE SECOND AND HER HEIRS TAKE PRECEDENCE OVER THE HEIRS OF THE FIRST.**

1. II:1: This rule yields three inferences: It may be inferred, first of all, that if one wife died during the husband's lifetime and another after his death, the sons of the former are entitled to the clause covering male children assigning to them their mother's property over and above their share in the father's estate along with other sons of the same father but different mothers, and we do not take account of the possibility of strife in the family between heirs of the second wife, who claim their mother's marriage contract as creditors, and heirs of the first wife, who claim the marriage contract as heirs under the male children clause, with the former disputing the right of the latter to have a larger share in the father's estate than they have. How so? Since the language is used, the second and her heirs take precedence over the heirs of the first, the meaning is, it is precedence to which they are entitled, but if there is a surplus left over, the others also take a share. It may be inferred, second, that the marriage settlement of the second wife is regarded as the surplus over the other. The marriage settlements that the wives' heirs receive by virtue of the male children clause is subject to a surplus of one denar at least, which must remain after all of the marriage settlements have been paid in full, to safeguard the application of the Pentateuchal law of succession in regard to at least part of the estate; if no such minimum surplus remains, the male children clause is null and what is owing cannot be collected, and the entire estate is divided in accordance with the Pentateuchal law of succession among all the sons. Now the marriage settlement that the heirs of the first wife claim by virtue of the male children clause is at issue. The marriage contract of the second wife which has to be paid as a debt by all the heirs, who first inherit that amount, provides for the application of the Pentateuchal law of succession. The heirs of the first wife consequently receive their male children clause property, and no minimum surplus of a denar is required, as would have been the case had the second marriage contract also been dependent on the male children clause. How so? Since the 1 It may be inferred, third, that a marriage settlement on account of the male children clause may not be paid by seizure of mortgaged property. It is in the status of an inheritance and not of a debt. For if it should enter one's mind that it may be paid by seizure of mortgaged property, then the sons of the first wife should be allowed

to come and seize the property of the sons of the second. Hence it may be inferred that their claim cannot be distrained on mortgaged property.

a. II:2: As to the case just now noted, if one wife died during the husband's lifetime and another after his death, the sons of the former are entitled to the clause covering male children assigning to them their mother's property over and above their share in the father's estate along with other sons of the same father but different mothers, there is a Tannaite dispute on the matter.

I. II:3: A dispute between the following authorities runs along the lines of the dispute among the foregoing.

A. II:4: Said Mar Zutra in the name of R. Pappa, "The decided law is, if one wife died during the husband's lifetime and another after his death, the sons of the former are entitled to the clause covering male children; the marriage settlement of the second wife is regarded as the surplus over the other."

### **LXXI. Mishnah-Tractate Ketubot 10:2-3**

**A. HE WHO WAS MARRIED TO TWO WIVES AND THEY DIED, AND AFTERWARD HE DIED, AND THE ORPHANS CLAIM THE MARRIAGE CONTRACT OF THEIR MOTHER – AND THERE ARE THERE FUNDS TO PAY ONLY TWO MARRIAGE CONTRACTS – THEY DIVIDE EQUALLY. IF THERE WAS THERE AN EXCESS OF A DENAR OVER THE NECESSARY FUNDS, THESE COLLECT THE MARRIAGE CONTRACT OF THEIR MOTHER, AND THOSE COLLECT THE MARRIAGE CONTRACT OF THEIR MOTHER. IF THE ORPHANS SAID, "WE RECKON THE VALUE OF THE ESTATE OF OUR FATHER AT ONE DENAR MORE," SO THAT THEY MAY COLLECT THE MARRIAGE CONTRACT OF THEIR MOTHER, THEY DO NOT LISTEN TO THEM. BUT THEY MAKE AN ESTIMATE OF THE VALUE OF THE PROPERTY IN COURT.**

**IF THERE WAS PROPERTY WHICH WAS GOING TO ACCRUE TO THE ESTATE, IT IS NOT DEEMED EQUIVALENT TO THAT WHICH IS IN THE ESTATE'S POSSESSION. R. SIMEON SAYS, "EVEN IF THERE IS MOVABLE PROPERTY THERE, IS NOTHING. THE MALES INHERIT THEIR MOTHER'S PROPERTY ONLY IF THERE IS AVAILABLE REAL ESTATE OF A VALUE GREATER THAN THAT OF THE TWO MARRIAGE CONTRACTS BY AT LEAST A DENAR."**

1. I:1: Our rabbis have taught on Tannaite authority: If the marriage contract of one wife was for a thousand zuz and the other five hundred, if there is a surplus of a denar, these collect the marriage settlement owing to their mother, and those collect the marriage settlement owing to their mother. But if not, they divide equally.

2. I:2: It is obvious that if the estate was a big one but depreciated, the heirs have already acquired ownership at the moment of the father's death, when there was a surplus. But if the estate was small but then grew in value, what is the law?

a. I:3: Case.

b. I:4: Case.

c. I:5: Case.

d. I:6: Case.

3. I:7: Said R. Ammi bar Hama, "If Reuben sold a field to Simeon without a guarantee in case it is seized by a creditor, the seller would not make up the loss, and Simeon came along and sold the field back to Reuben with a guarantee in case it is seized by a creditor, the seller would make up the loss, if the creditor of Reuben came and seized the field from him, the law is, Simeon has to offer Reuben compensation."

4. I:8: And said R. Ammi bar Hama, "If Reuben sold a field to Simeon with a guarantee in case it is seized by a creditor, the seller would make up the loss, and allowed the price of the field to remain as a loan to the buyer, accepting instead a note of indebtedness, and then Reuben died, and a creditor of Reuben came along and seized the field from Simeon, and Simeon met his demand by refunding to him the amount of the loan he owed to Reuben's heirs, the law is, Reuben's children may say to him, 'So far as we are concerned, our father has left no more than movables with you, and movables of an estate are not available for seizure and collection by a creditor.'"

5. I:9: Said Rabbah, "In a case in which Reuben sold all of his fields to Simeon, and Simeon went and sold one field to Levi, and a creditor of Reuben came to collect what was owing to him, if he wanted, he may collect from this party, and if he wanted, he may collect from that party. But we have stated that rule only if he has sold land of middling quality. But if he sold land of the highest and of the lowest quality, that is not the case. For Levi may say, 'I was careful to purchase land of the highest and of the lowest quality, which is to say, property that is not available for you to collect what is owing to you.' And we have stated that rule only in a case in which he did not leave himself land of middling quality of a similar kind, in which case he cannot plead, 'I leave you a place for collecting from Simeon.' But if Levi did leave with Simeon land of medium quality of a similar character, the creditor may not attach the land of Levi, since he may quite properly reply, 'I left you plenty of land with Simeon for you to collect what is owing to you.'"

6. I:10: Abbaye said, "Reuben sold a field to Simeon with a guarantee against seizure by Reuben's creditors, and a creditor of Reuben came and went and seized the field from Simeon – Reuben may go and sue the creditor, and the creditor cannot say to Reuben, 'I have no business to do with you.' For Reuben may say to the creditor, 'What you seized from Simeon comes back on me since I shall have to refund the purchase money. I am concerned with the action against Simeon and can stop you from seizing his land because of my counter claim.'"

7. I:11: Said Abbaye, "Reuben sold a field to Simeon without a guarantee against seizure by Reuben's creditors, and claimants came forth, contesting Reuben's title to the field and right to sell the land – Simeon may retract on the sale prior to his taking possession of it, but once he has taken possession of the land, he has not got the right to retract on the sale. How come? Reuben may say to Simeon in declining to cancel the sale, 'You went and bought a bag that is sealed with knots.

You agreed to the sale without examining my title, and you have to live with it. Now you've got it!"

## **LXXII. Mishnah-Tractate Ketubot 10:4**

**A. HE WHO WAS MARRIED TO THREE WIVES AND DIED, THE MARRIAGE CONTRACT OF THIS ONE WAS A MANEH, AND THAT OF THE NEXT TWO HUNDRED ZUZ, AND THAT OF THE LAST THREE HUNDRED – AND THERE IS THERE ONLY A MANEH – THEY DIVIDE IT EQUALLY.**

**IF THERE ARE TWO HUNDRED, THE ONE WHO IS OWED A MANEH TAKES FIFTY, AND THE ONES WHO ARE OWED TWO HUNDRED AND THREE HUNDRED EACH TAKE THREE GOLDEN DENARS SEVENTY-FIVE ZUZ EACH.**

1. I:1: The one who is owed a maneh takes fifty: Shouldn't she get only thirty-three and a third?

**B. IF THERE WERE THREE HUNDRED ZUZ THERE, THE ONE WHO CLAIMS A MANEH TAKES FIFTY ZUZ, AND THE ONE WHO CLAIMS TWO HUNDRED TAKES A MANEH, AND THE ONE WHO CLAIMS THREE HUNDRED ZUZ TAKES SIX GOLD DENARS ONE HUNDRED FIFTY ZUZ.**

1. II:1: Shouldn't she get only seventy-five zuz?

2. II:2: It has been taught on Tannaite authority: This represents the Mishnah formulation of R. Nathan. Rabbi says, "I don't accept the position of R. Nathan in these rulings, but the women divide equally."

**C. AND SO THREE WHO PUT THEIR MONEY INTO A SINGLE PURSE – IF THE CAPITAL IN THE END WAS TOO LITTLE OR TOO MUCH THEY MADE A LOSS OR A PROFIT, SO WOULD THEY DIVIDE UP WHAT WAS AVAILABLE.**

1. III:1: Said Samuel, "If two partners contributed to a joint fund, one a maneh, the other two hundred zuz twice the former, – the profit is equally divided."

## **LXXIII. Mishnah-Tractate Ketubot 10:5**

**A. HE WHO WAS MARRIED TO FOUR WIVES AND WHO DIED – THE FIRST TAKES PRECEDENCE OVER THE SECOND, AND THE SECOND OVER THE THIRD, AND THE THIRD OVER THE FOURTH. THE FIRST IS SUBJECTED TO AN OATH BY THE SECOND THAT SHE HAS NOT YET COLLECTED HER MARRIAGE CONTRACT, AND THE SECOND TO THE THIRD, AND THE THIRD TO THE FOURTH, AND THE FOURTH COLLECTS WITHOUT AN OATH. BEN NANNOS SAYS, "AND IS IT ON ACCOUNT OF THE FACT THAT SHE IS LAST THAT SHE IS REWARDED? SHE, TOO, SHOULD COLLECT ONLY BY MEANS OF AN OATH."**

1. I:1: What is under debate between Ben Nannos and the initial Tannaite authority? Said Samuel, "A case in which it turned out that one of the fields did not belong to him. What is under dispute is the legality of the action of the creditor of the later date who went ahead and seized the debtor's property. The first Tannaite authority holds that the seizure is null; the creditor who holds the earlier dated bond may consequently seize the property; similarly in the case of the marriage settlement here, as the claim of the fourth bears the latest date, any of the other

women, being in the position of an earlier creditor, may distrain on her field whenever she is deprived of the field that has been allotted to her; and since the fourth may thus be deprived of her field by any of the others at any time, there is no need to make sure of her claim by the imposition of an oath, and she consequently receives payment without an oath, and Ben Nannos takes the view that whatever he seized is validly seized, as the fourth woman could not be deprived of her field once it has been allotted to her, she also may not receive payment except under an oath.”

2. I:2: Said R. Huna, “Two brothers or two partners who had a suit against a third party in connection with joint ownership, and one of the two took the third party to court – the brother or partner cannot say to the third party, ‘You are not my counter litigant and a new trial is required to deal with my share,’ because the one who went to court acted in behalf of his brother or partner as well.”

**B. IF ALL OF THE MARRIAGE CONTRACTS WERE ISSUED ON ONE DAY, WHOEVER CAME BEFORE HER FELLOW, BY EVEN A SINGLE HOUR, HAS ACQUIRED THE RIGHT OF COLLECTION FIRST. AND THAT IS WHY, IN JERUSALEM, THEY WRITE THE HOURS OF THE DAY IN A MARRIAGE CONTRACT. IF ALL OF THEM WERE ISSUED AT THE SAME HOUR AND THERE IS ONLY A MANEH THERE, THEY DIVIDE IT UP EQUALLY.**

1. II:1: It has been stated: Two bonds issued on the same date – Rab said, “The property is divided between the two claimants.” Samuel said, “It is a decision left to the judges’ discretion.”

a. II:2: Case.

b. II:3: Case.

## **LXXIV. Mishnah-Tractate Ketubot 10:6**

**A. HE WHO WAS MARRIED TO TWO WOMEN, AND WHO SOLD OFF HIS FIELD AND THE FIRST WOMAN WROTE TO THE PURCHASER, “I HAVE NO CASE OR CLAIM WITH YOU” – THE SECOND WIFE NONETHELESS SEIZES THE FIELD FROM THE PURCHASER, AND THE FIRST WIFE FROM THE SECOND, AND THE PURCHASER FROM THE FIRST, AND THEY GO AROUND IN A CIRCLE, UNTIL THEY MAKE A COMPROMISE AMONG THEM.**

1. I:1: And the first woman wrote to the purchaser, “I have no case or claim with you”: So even if the first woman wrote to the purchaser, “I have no case or claim with you,” what difference does that make? Has it not been taught on Tannaite authority: He who says to his fellow, “I have no claim whatsoever on this field, and I have no involvement with it, and my hands are utterly removed from it,” has said nothing whatsoever? A right is not renounced merely verbally, the waiver is ineffective; if a written undertaking is invalid, all the more so a verbal utterance, an objection to Hiyya’s statement.

2. I:2: We have learned in the Mishnah there: They do not exact payment from mortgaged property in a case in which there also is unencumbered property, even if it is of the poorest quality (M. **Git. 5:2A-C**). Now the question was raised: If

the land that was unencumbered suffered from blast, what is the law on seizing the land that is subject to a mortgage?

**3. I:3:** Said Abbaye, “If a man said to a woman, ‘My property will be yours, and after you, it will go to So-and-so,’ and the woman went and got married, her husband is in the status of a purchaser, and her successor has no legal claim in the face of her husband.”

**4. I:4:** And said Abbaye, “If a man said to a woman, ‘My property will be yours, and after you, it will go to So-and-so,’ and the woman went and sold the estate and then died, her husband may seize the estate from the buyer, the woman’s successor may seize it from the husband, and the buyer may seize it from the successor, but all of the estate is confirmed in the hands of the buyer.” It cannot be taken away from him again by the husband, since his present possession of the estate is no longer based on his rights as a buyer from the married woman but upon the rights derived from her successor; in the former case the husband was the first buyer, and had the right of seizure, in the latter, he doesn’t.

## **B. AND SO IN THE CASE OF A CREDITOR, AND SO IN THE CASE OF A WOMAN WHO IS A CREDITOR.**

**1. II:1:** A Tannaite statement: And so is the rule for a creditor and two buyers; the total value of whose purchases from the debtor represents the amount of the debt; the creditor, if he renounced his claim to the extent of that portion of the debt that was secured on the second buyer’s purchase, may seize the purchases of the first buyer, who in turn seizes from the second buyer, whose purchase was that of property that was already pledged to the first in security of his purchase, who in turn seizes from the creditor, by virtue of his renunciation, and so they go on in turn until a compromise is arranged, and so is the rule for a woman creditor and two buyers.

## **LXXV. Mishnah-Tractate Ketubot 11:1**

### **A. A WIDOW IS SUPPORTED BY THE PROPERTY OF THE ORPHANS. HER WAGES THE WORK OF HER HANDS BELONG TO THEM. BUT THEY ARE NOT LIABLE TO BURY HER. HER HEIRS WHO INHERIT HER MARRIAGE CONTRACT ARE LIABLE TO BURY HER.**

**1. I:1:** The question was raised: Is the correct reading of the Mishnah’s statement the widow is to be supported or the widow who is supported?

**2. I:2:** Said R. Yosé bar Hanina, “All acts of labor that a woman performs for her husband, the widow performs for the heirs to the estate, except for mixing a cup of wine and laying out the bed and washing the hands and the feet of the heir.” Said R. Joshua b. Levi, “All acts of labor that a slave performs for his master, a disciple of a sage performs for his master, except for removing his shoe.”

**a. I:3:** Said R. Hiyya bar Abba said R. Yohanan, “Whoever prevents his disciple from performing acts of service to him is as if he prevents him from doing an act of loving kindness, for it is said, ‘To him who deprives his friend of kindness’ (Job. 6:14).”



## **B. EXPOSITION OF THE RULE OF M. 11:2. AN OUT-OF-PLACE COMPOSITE**

1. I:4: Said R. Eleazar, “A widow who seized movables to provide for her support – what she has seized is validly seized.”
2. I:5: Said R. Yohanan in the name of R. Yosé b. Zimra, “A woman who refrained for two or three years from claiming support has lost her claim on support.”
3. I:6: R. Yohanan raised this question: “If the orphans say, ‘We already gave her,’ but she claims, ‘I didn’t get...,’ upon whom rests the burden of proof? Do we assign the presumptive possession of the property to the heirs, so the widow has to bring proof? Or perhaps we assign presumptive possession of the property to the widow, so the heirs have to bring proof?”
4. I:7: How does a widow sell off her late husband’s property for her support?
5. I:8: R. Sheshet was asked, “If a woman sold property for her support, what is the law as to her then going and seizing the same land in payment of her marriage settlement?” This question is formulated within the theory of R. Joseph, for said R. Joseph, “A widow who sold any of her late husband’s estate to support herself, guaranteeing an indemnity to the buyer if the land is seized for the husband’s estate’s debt – the responsibility for the indemnity is assigned to the heirs, and if the court sold such property, the responsibility for the indemnity is assigned to the heirs.” So what is the law? Since the responsibility for the indemnity is assigned to the heirs, she has every right to seize the property? Or perhaps they can say to her, “Even though the responsibility for making up the loss in general you have not accepted for yourself, responsibility to make up the loss that accrues to you personally, don’t you accept upon yourself in selling the land? Of course you do!”
6. I:9: The question was raised: If someone sold property but it turned out that the money was not needed, is the sale retracted or is the sale not retracted?

## **LXXVI. Mishnah-Tractate Ketubot 11:2**

**A. A WIDOW, WHETHER HER HUSBAND DIED WHEN SHE WAS AT THE STAGE OF BETROTHAL OR AT THE STAGE OF MARRIAGE, SELLS HER HUSBAND’S ESTATE’S PROPERTY THAT WAS SECURITY FOR HER MARRIAGE CONTRACT TO REALIZE HER MARRIAGE CONTRACT OR TO PURCHASE FOOD WITHOUT COURT PERMISSION. R. SIMEON SAYS, “A WIDOW AT THE STAGE OF MARRIAGE SELLS WITHOUT COURT PERMISSION. ONE AT THE STAGE OF BETROTHAL SELLS ONLY WITH COURT PERMISSION, BECAUSE SHE HAS NO CLAIM OF SUPPORT. AND WHOEVER HAS NO CLAIM OF SUPPORT MAY SELL PROPERTY OF THE HUSBAND’S ESTATE ENCUMBERED FOR THE MARRIAGE CONTRACT ONLY WITH COURT PERMISSION.”**

1. I:1: A widow, whether her husband died when she was at the stage of betrothal or at the stage of marriage, sells her husband’s estate’s property that was security for her marriage contract to realize her marriage contract or to purchase food without court permission: Well, there is no difficulty understanding why she may do this when she was widowed after a consummated marriage, since she has a claim for support. But on what grounds may she do so without court permission only if the husband dies after betrothal before he is obligated to support her?



## **LXXVII. Mishnah-Tractate Ketubot 11:3**

**A. IF SHE SOLD OFF HER MARRIAGE CONTRACT OR PART OF IT, OR PLEDGED HER MARRIAGE CONTRACT OR PART OF IT, OR GAVE AWAY HER MARRIAGE CONTRACT TO SOMEONE ELSE, OR PART OF IT – SHE MAY SELL THE REMAINDER ONLY WITH COURT PERMISSION. AND SAGES SAY, “SHE SELLS IT EVEN FOUR OR FIVE TIMES. AND IN THE MEANTIME, BEFORE COLLECTING HER MARRIAGE CONTRACT SHE SELLS IT FOR SUPPORT WITHOUT COURT PERMISSION, AND WRITES, ‘I SOLD IT FOR SUPPORT.’” BUT A DIVORCÉE SHOULD SELL ONLY WITH COURT PERMISSION.**

**1. I:1:** If she sold off her marriage contract or part of it, or pledged her marriage contract or part of it, or gave away her marriage contract to someone else, or part of it – she may sell the remainder only with court permission: Who is the authority behind our Mishnah paragraph ? It is R. Simeon, for it has 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. R. Simeon says, “Even if she sold off part of it, even if she pledged part of it, even if she set up part of her marriage contract as a mortgage, she has lost her claim for support (T. **Ket. 11:1E-H**). Doesn’t this imply that R. Simeon takes the view that we don’t regard part of a sum of money for example, the marriage settlement is tantamount to the whole of it, while rabbis take the view that part of the amount is tantamount to the whole of it?

**a. I:2:** Case: There was a woman who seized a silver cup in payment for her marriage settlement, and then she claimed support. She came before Raba. He said to the heirs, “Go, give her support, nobody pays attention to R. Simeon, who takes the view that we do not regard part of the amount as tantamount to the whole of it.”

**2. I:3:** Rabbah b. Raba sent word to R. Joseph: “If the widow sold property not in court, does she have to take an oath or does she not have to take an oath?”

## **LXXVIII. Mishnah-Tractate Ketubot 11:4**

**A. A WIDOW WHOSE MARRIAGE CONTRACT WAS TWO HUNDRED, AND WHO SOLD LAND OF HER HUSBAND’S ESTATE WORTH A MANEH FOR TWO HUNDRED ZUZ, OR WORTH TWO HUNDRED ZUZ FOR A MANEH – HER MARRIAGE CONTRACT HAS BEEN RECEIVED THEREBY. IF HER MARRIAGE CONTRACT WAS WORTH A MANEH AND SHE SOLD LAND WORTH A MANEH AND A DENAR FOR A MANEH, HER SALE IS VOID. EVEN IF SHE SAYS, “I SHALL RETURN THE DENAR TO THE HEIRS,” HER SALE IS VOID. RABBAN SIMEON B. GAMALIEL SAYS, “UNDER ALL CIRCUMSTANCES IS HER SALE VALID, UNLESS THERE WAS SO MUCH LAND THERE AS TO ALLOW HER TO LEAVE A FIELD OF NINE QABS, AND IN THE CASE OF A VEGETABLE GARDEN, A FIELD OF HALF A QAB.” (IN ACCORD WITH THE OPINION OF R. AQIBA, A QUARTER-QAB.) IF HER MARRIAGE CONTRACT WAS WORTH FOUR HUNDRED ZUZ, AND SHE SOLD LAND TO THIS ONE FOR A MANEH, AND TO THAT ONE FOR A MANEH, AND TO THE LAST FOURTH ONE, WHAT WAS WORTH A MANEH AND A DENAR FOR A MANEH, THE**

**SALE TO THE LAST ONE IS VOID. BUT ALL THE OTHERS – THEIR PURCHASE IS VALID.**

1. I:1: A widow whose marriage contract was two hundred, and who sold land of her husband's estate worth a maneh for two hundred zuz, or worth two hundred zuz for a maneh, – her marriage contract has been received thereby. If her marriage contract was worth a maneh and she sold land worth a maneh and a denar for a maneh, her sale is void: What differentiates the case of the marriage contract worth two hundred zuz from the one in which it is worth a maneh a hundred zuz?

2. I:2: The question was raised: If the man said to his agent, "Sell a letek's size of property for me," and the latter went and sold a kor's size of property instead, that is, a larger piece of ground, has the agent simply added to the instructions, and the buyer acquires possession of a letek, or is he violating his instructions, in which case the agent now representing anyone but the seller the buyer does not acquire possession even of a letek?

3. I:3: The question was raised: If the man said to his agent, "Sell a letek's size of property for me," and the latter went and sold a kor's size of property instead, that is, a larger piece of ground, has the agent simply added to the instructions, and the buyer acquires possession of a letek, or is he violating his instructions, in which case the agent now representing anyone but the seller the buyer does not acquire possession even of a letek?

a. I:4: Gloss.

## **LXXIX. Mishnah-Tractate Ketubot 11:5**

**A. IF THE ESTIMATE OF THE VALUE MADE BY JUDGES WAS A SIXTH TOO LITTLE OR A SIXTH TOO MUCH, THEIR SALE IS VOID.**

1. I:1: The question was raised: As to an agent who erred in making a sale – how is he to be classified? Raba said R. Nahman said, "The agent is classified like the judges and is subject to the law governing their actions." R. Samuel bar Bisna said R. Nahman said, "He is classified like a widow and is subject to the law governing her actions."

2. I:2: If the estimate of the value made by judges was a sixth too little or a sixth too much, their sale is void: Said R. Huna bar Hanina said R. Nahman, "The decided law accords with the position of sages."

a. I:3: When R. Dimi came, he said, "There was a case, in which Rabbi ruled in accord with the position of sages. Said before him Parta the son of R. Eleazar b. Parta the grandson of R. Parta the Elder: 'If so, of what value is the decision of a court?' Rabbi retracted his decision."

4. I:4: Said R. Joseph, "A widow who sold any of her late husband's estate to support herself, guaranteeing an indemnity to the buyer if the land is seized for the husband's estate's debt – the responsibility for the indemnity is assigned to the heirs, and if the court sold such property, the responsibility for the indemnity is assigned to the heirs."

**B. RABBAN SIMEON B. GAMALIEL SAYS, “THEIR SALE IS CONFIRMED. FOR IF IT IS SO THAT THE SALE IS VOID, OF WHAT VALUE IS THE DECISION OF A COURT?” BUT IF THEY DREW UP A DEED OF INSPECTION, EVEN IF THEY SOLD WHAT WAS WORTH A MANEH FOR TWO HUNDRED, OR WHAT WAS WORTH TWO HUNDRED FOR A MANEH, THEIR SALE IS CONFIRMED.**

1. II:1: To what extent of an error does the sale remain valid?
2. II:2: Said Amemar in the name of R. Joseph, “A court that sold a property without a public announcement of the sale are treated as a court that has missed a law of the Mishnah, so their decision is reversed.”
3. II:3: Said R. Judah said Samuel, “As to movables belonging to an estate, they are assessed and sold off right away.”
  - a. II:4: Case.
  - b. II:5: Case.

### **LXXX. Mishnah-Tractate Ketubot 11:6**

**A. (1) A GIRL WHO EXERCISED THE RIGHT OF THE REFUSAL, (2) A WOMAN IN A SECONDARY REMOVE OF PROHIBITED RELATIONSHIP, AND (3) A STERILE WOMAN DO NOT HAVE A CLAIM...ON THE INCREASE ON PLUCKING PROPERTY, NOR ON MAINTENANCE:**

1. I:1: Rab repeated the Tannaite rule: “A minor who goes forth with a writ of divorce has no claim on a marriage settlement, all the more so the girl who exercises the right of refusal.” Samuel repeated the Tannaite rule: “A girl who exercises the right of refusal does not have a claim on a marriage settlement, but one who goes forth with a writ of divorce does have a claim on a marriage settlement.”
  - a. I:2: And Samuel is consistent with his broader principles, for said Samuel, “A girl who exercises the right of refusal does not have a claim on a marriage settlement, but one who goes forth with a writ of divorce does have a claim on a marriage settlement. A girl who exercises the right of refusal is not thereby invalidated from marrying her husband’s brothers, and she is not thereby invalidated from marriage to a priest; a girl who goes forth with a writ of divorce is thereby disqualified from marrying the husband’s brothers and from marrying a priest. A girl who exercises the right of refusal does not have to wait, prior to remarrying, for three months. One who goes forth with a writ of divorce does have to wait for three months.”
  - b. I:3: May we propose that Rab and Samuel differ on what is under dispute between the following Tannaite authorities....

**B. ...NOR ON INDEMNITY FOR WEAR OF CLOTHING:**

1. II:1: Said R. Huna bar Hiyya to R. Kahana, “You have told us in Samuel’s name that this is the rule only with respect to plucking property, but as to iron flock property, she is indeed entitled to indemnity.”

**C. ...ON A MARRIAGE CONTRACT:**

1. III:1: Said Samuel, “This refers only to the maneh or two hundred zuz, but as to the additional dowry, she is entitled to receive that.”

**D. BUT IF TO BEGIN WITH HE MARRIED HER AS A STERILE WOMAN, SHE HAS A CLAIM ON A MARRIAGE CONTRACT. A WIDOW MARRIED TO A HIGH PRIEST, A DIVORCED WOMAN OR ONE WHO HAS PERFORMED THE RITE OF REMOVING THE SHOE MARRIED TO AN ORDINARY PRIEST, A MAMZER GIRL AND A NETIN GIRL MARRIED TO AN ISRAELITE, AN ISRAELITE GIRL MARRIED TO A NETIN OR TO A MAMZER DO HAVE A MARRIAGE CONTRACT:**

1. IV:1: Said R. Huna, “A sterile woman is sometimes classified as a wife and sometimes not; a widow always is classified as a wife. A sterile woman is sometimes classified as a wife and sometimes not: if prior to marriage the husband was aware of her situation, she gets a marriage settlement, but if he wasn’t, she doesn’t. A widow always is classified as a wife: whether or not he knew she was a widow, she gets a marriage settlement.” And R. Judah says, “All the same are women in this category and that: they are sometimes classified as a wife, sometimes not. If the husband was aware of her situation, she gets a marriage settlement, and if he wasn’t, she doesn’t.”

### **LXXXI. Mishnah-Tractate Ketubot 12:1-2**

**A. HE WHO MARRIES A WOMAN, AND SHE STIPULATED WITH HIM THAT HE SUPPORT HER DAUGHTER FOR FIVE YEARS – HE IS LIABLE TO SUPPORT HER FOR FIVE YEARS. IF SHE THE WIFE, HAVING BEEN DIVORCED MARRIED SOMEONE ELSE, AND SHE STIPULATED WITH HIM THE SECOND HUSBAND THAT HE SUPPORT HER DAUGHTER FOR FIVE YEARS, HE IS LIABLE TO SUPPORT HER FOR FIVE YEARS.**

1. I:1: It has been stated: He who says to another, “I owe you a maneh” – R. Yohanan said, “He is liable to pay.” R. Simeon b. Laqish said, “He is exempt from having to pay.”...We have learned in the Mishnah: He who marries a woman, and she stipulated with him that he support her daughter for five years – he is liable to support her for five years. Doesn’t this speak of a case along the lines of the one at hand?

a. I:2: The dispute follows the lines of a conflict of Tannaite statements.

l. I:3: Expansion on a detail of the foregoing.

2. I:4: Said Rabina to R. Ashi, “Are such verbal agreements supposed to be written down in a deed, with witnesses, or is that not the case?” He said to him, “Such verbal agreements are not supposed to be written down in a deed, with witnesses.” An objection was raised: The smart ones would write, “...on condition that I support your daughter for five years, so long as you are living with me.” That is so even though the agreement was verbal, so how can we say there is no recording of the agreement?

**B. THE FIRST MAY NOT SAY, “WHEN SHE WILL COME TO MY HOUSE, I SHALL SUPPORT HER.” BUT HE SENDS HER FOOD TO THE PLACE WHERE HER MOTHER IS LOCATED.**

1. II:1: Said R. Hisda, “That is to say, the rightful place of a daughter is with her mother.” Brothers who support her cannot demand she stay with them.

**C. AND SO THE TWO OF THEM DO NOT SAY, “LO, WE SHALL SUPPORT HER TOGETHER IN PARTNERSHIP.” BUT ONE SUPPORTS HER AND THE OTHER GIVES HER THE COST OF HER SUPPORT IN ADDITION.**

**IF THE DAUGHTER, WHOM THE TWO HUSBANDS HAVE AGREED TO SUPPORT IS MARRIED, THE HUSBAND PROVIDES SUPPORT. AND THEY THE MOTHER’S SUCCESSIVE HUSBANDS PAY HER THE COST OF HER SUPPORT. IF THEY DIED, THEIR DAUGHTERS ARE SUPPORTED FROM UNENCUMBERED PROPERTY, FOR SHE IS IN THE STATUS OF A CREDITOR. THE SMART ONES WOULD WRITE, “...ON CONDITION THAT I SUPPORT YOUR DAUGHTER FOR FIVE YEARS, SO LONG AS YOU ARE LIVING WITH ME.”**

1. III:1: There was someone who leased his mill to another in exchange for the latter’s help in grinding his grain but no rental money was agreed to. Eventually he got rich and bought another mill and an ass. He said to him, “Up to now, I’ve had my grinding done with you, but I don’t need that arrangement anymore, so now, pay me rent.”

### **LXXXII. Mishnah-Tractate Ketubot 12:3**

**A. A WIDOW WHO SAID, “I DON’T WANT TO MOVE FROM MY HUSBAND’S HOUSE” – THE HEIRS CANNOT SAY TO HER, “GO TO YOUR FATHER’S HOUSE AND WE’LL TAKE CARE OF YOU THERE.” BUT THEY PROVIDE FOR HER IN HER HUSBAND’S HOUSE, GIVING HER A DWELLING IN ACCORD WITH HER STATION IN LIFE.**

1. I:1: Our rabbis have taught on Tannaite authority: She may make use of the old home just as she used it when her husband was alive, so, too, the boy slaves and girl slaves just as she did when her husband was alive, so, too, the pillows and blankets, silver and gold utensils, just as she did when her husband was alive, for thus does he write for her in her marriage contract, “You will dwell in my house and enjoy support from my property so long as you spend your widowhood in my house” (T. **Ket. 11:5**).

2. I:2: Said R. Nahman, “If the heirs of an estate sold off the house set aside for the widow, they have done nothing whatsoever.”

3. I:3: Said Abbaye, “We hold as a tradition: If the dwelling set aside for the widow fell down, the heirs are not obligated to build it up again.”

a. I:4: Asked Abbaye, “If she repaired it, what is the law?”

**B. IF SHE SAID, “I DON’T WANT TO MOVE FROM MY FATHER’S HOUSE,” THE HEIRS CAN SAY TO HER, “IF YOU ARE WITH US, YOU WILL HAVE SUPPORT. BUT YOU ARE NOT WITH US, YOU WILL NOT HAVE SUPPORT.” IF SHE CLAIMED THAT IT IS BECAUSE SHE IS A GIRL AND THEY ARE BOYS, THEY DO PROVIDE FOR HER WHILE SHE IS IN HER FATHER’S HOUSE.**

1. II:1: But let them support her while she is living there in her father’s household? Since that is not the case, it supports what R. Huna said, for said R. Huna, “The

blessing bestowed on a household is in accord with its size the more people in a household, the cheaper the per unit cost of maintenance.”

a. II:2: Expansion on the inference drawn in the foregoing: Said R. Huna, “The sayings of sages are a source of blessing, the sayings of sages are a source of wealth, and the sayings of sages are a source of healing.”

2. II:3: Our rabbis have taught on Tannaite authority: At the time that Rabbi was dying, he said, “I need my children.” His children came in to him. He said to them, “Take good care of the honor owing to your mother. Let a light be kindled in its proper place, a table set in its proper place, a bed laid in its proper place. Joseph Hofni, Simeon Efrati – they are the ones who served me when I was alive, and they will take care of me when I have died.”

a. II:4: Expansion on a detail of the foregoing.

b. II:5: Expansion on a detail of the foregoing.

c. II:6: Expansion on a detail of the foregoing.

3. II:7: Continuation of II:3: He further said to them, “I need the sages of Israel.” The sages of Israel came to him. He said to them, “Do not hold eulogies for me in the various towns but only before large audiences in cities. And call the session back after thirty days beyond my death. Simeon, my son, is to be the sage; Gamaliel, my son, is to be patriarch; Hanina bar Hama is to preside.”

a. II:8: Expansion on a detail of the foregoing.

b. II:9: Expansion on a detail of the foregoing.

c. II:10: Expansion on a detail of the foregoing.

d. II:11: Expansion on a detail of the foregoing.

e. II:12: Expansion on a detail of the foregoing.

f. II:13: Expansion on a detail of the foregoing.

l. II:14: Secondary illustration of the same point as is made in the foregoing.

A. II:15: Gloss of a detail of the foregoing.

4. II:16: Continuation of II:3, 7: Rabbi said to them, “I need my younger son.” Entered R. Simeon. He handed over to him the divisions of wisdom. Rabbi said to them, “I need my older son.” Entered Rabban Gamaliel. He handed over to him the divisions of the patriarchate. He said to him, “My son, exercise your task as patriarch on the heights, pour bile on the disciples.”

5. II:17: It has been taught on Tannaite authority: Rabbi was lying in Sepphoris, and a place was made ready for him in Beth Shearim.

6. II:18: On the day on which Rabbi died, rabbis decreed a fast and prayed for mercy, saying, “Whoever says that Rabbi is dead will be stabbed with a sword.” The slave girl of Rabbi went up to the roof. She said, “Those in the upper world want Rabbi, and those in the lower world down here want Rabbi. May it be God’s will that those of the lower world will overcome those in the upper world.” But when she saw how many times he went to the privy, removing his prayer boxes containing verses of Scripture and putting them back on, and how pained he was,

she said, “May it be God’s will that those of the upper world will overcome those in the lower world.”

7. II:19: Rabbis said to Bar Qappara, “Go, see how he is.” He went and found that his soul had found its rest. He tore his cloak and burned the tear backward. When he got back, he opened with these words: “The angels and the mortals have seized the holy ark. The angels have overcome the mortals and the holy ark has been captured.”

8. II:20: When Rabbi died, he raised his ten fingers heavenward and said, “Lord of the world, you know full well that with these ten fingers of mine, I have labored in the Torah, and I didn’t take any selfish benefit from even my littlest finger. May it please you that there be peace where I am laid to rest.” An echo came forth and said, “‘He shall enter into peace, they shall rest on their biers’ (Isa. 57: 2).”

a. II:21: Said R. Eleazar, “When a righteous person takes leave of this world, three bands of serving angels go forth to meet him. One says to him, ‘Come to peace,’ the next, “‘He who walks in his uprightness’” (Isa. 57: 2), the third, ‘He shall enter into peace, they shall rest on their biers.’ When a wicked man takes his leave from the world, three bands of serving angels go forth to meet him. One says to him, “‘There is no peace, says the Lord, for the wicked’” (Isa. 48:22),’ the next, “‘He shall lie down in sorrow’” (Isa. 50:11),’ and the third, “‘Go down and be laid with the uncircumcised’” (Eze. 32:19).”

### **LXXXIII. Mishnah-Tractate Ketubot 12:4**

**A. “SO LONG AS SHE IS IN HER FATHER’S HOUSE, SHE COLLECTS HER MARRIAGE CONTRACT AT ANY TIME. SO LONG AS SHE IS IN HER HUSBAND’S HOUSE, SHE COLLECTS HER MARRIAGE CONTRACT WITHIN TWENTY-FIVE YEARS. FOR IN TWENTY-FIVE YEARS SHE MAY DO PLENTY OF FAVORS USING THE RESOURCES OF THE HOUSEHOLD FOR FRIENDS AND NEIGHBORS CORRESPONDING TO THE VALUE OF HER MARRIAGE CONTRACT,” THE WORDS OF R. MEIR, WHICH HE SAID IN THE NAME OF RABBAN SIMEON B. GAMALIEL.**

1. I:1: Said Abbaye to R. Joseph, “Should the poorest woman in Israel have twenty-five years and Martha daughter of Beitos also have twenty-five years?”

2. I:2: The question was raised: “From the perspective of R. Meir, what is the law as to her losing in proportion year by year, 4% or one twenty-fifth at a time?”

**B. AND SAGES SAY, “SO LONG AS SHE IS IN HER HUSBAND’S HOUSE, SHE COLLECTS HER MARRIAGE CONTRACT AT ANY TIME. SO LONG AS SHE IS IN HER FATHER’S HOUSE, SHE COLLECTS HER MARRIAGE CONTRACT WITHIN TWENTY-FIVE YEARS.” IF SHE DIED, HER HEIRS CALL ATTENTION TO HER UNCOLLECTED MARRIAGE CONTRACT FOR TWENTY-FIVE YEARS.**

1. II:1: Said Abbaye to R. Joseph, “So if she comes before sunset, she can collect her marriage contract, but if she comes afterward, she cannot collect it? In that slight span of time, has she surrendered her claim?”



2. II:2: Said R. Judah said Rab, “Testified R. Ishmael b. R. Yosé before Rabbi, presenting a statement that he made in his father’s name: ‘This rule applies only in a case in which the woman cannot produce a written deed of the marriage contract, but if she produces the written deed, she may collect the amount required by her marriage contract any time at all.’” And R. Eleazar said, “Even if she produces a marriage contract, she may collect her marriage settlement only for a period of twenty-five years.”

3. II:3: Said R. Nahman bar Isaac, “R. Judah bar Qaza repeated as a Tannaite statement in the compilation of Tannaite statements of the household of Bar Qaza: “If she demanded payment of her marriage contract, lo, she once more stands as at the beginning of the process, and if she had in hand a written deed of her marriage contract, she may collect the marriage settlement for all time.”

4. II:4: R. Nahman bar R. Hisda sent word to R. Nahman bar Jacob, “May our lord instruct us: When the written deed of the marriage contract is produced by the woman do we have a dispute, or does the dispute pertain to a case in which the written deed of her marriage settlement is not produced by her? And in accord with whom is the law?”

5. II:5: When R. Dimi came, he said R. Simeon b. Pazzi said R. Joshua b. Levi said in the name of Bar Qappara, “This has been taught only with regard to the maneh or two hundred zuz provided for all women, but as to the additional dowry specified in the marriage settlement, she has every right to the money at all times.” And R. Abbahu said R. Yohanan said, “It pertains even to the additional dowry, to which she loses her claim.”

## **LXXXIV. Mishnah-Tractate Ketubot 13:1**

### **A. TWO JUDGES OF CIVIL LAW WERE IN JERUSALEM, ADMON AND HANAN B. ABISHALOM. HANAN LAYS DOWN TWO RULINGS. ADMON LAYS DOWN SEVEN.**

1. I:1: An inconsistent statement was adduced as follows: Three judges of robbery cases were in Jerusalem, Admon b. Gadai, Hanan, the Egyptian, and Hanan b. Abishalom. How do you square three to two, and how do you square civil and robbery?

2. I:2: A further contradiction: Three judges of civil law were in Jerusalem, Admon, Hanan, and Nahum.

3. I:3: Said R. Judah said R. Assi, “The civil judges who were in Jerusalem would collect their salary of ninety-nine maneh from Temple funds. If they didn’t find that suitable, they would add to the salary.”

4. I:4: Qarna would get an istira from the party ruled innocent, and an istira from the party ruled guilty, and only then he informed them of his decision.

### **B. JUDGES WHO TAKE BRIBES: TOPICAL COMPOSITE**

1. I:5: Said R. Abbahu, “Come and note how the eyes of those who take bribes are blinded. If someone has eye trouble he pays money to an eye doctor. He may or may not be cured, but these judges, by contrast, take what is worth maybe a penny



and with it they blind their eyes: ‘For a gift blinds those who have sight’ (Exo. 23: 8).”

**2. I:6:** Our rabbis have taught on Tannaite authority: “For a gift blinds the eyes of the sages” (Deu. 16:19) – all the more so fools. “...and perverts the words of the righteous” (Deu. 16:19) – all the more so the wicked.

**3. I:7:** When R. Dimi came, he said that R. Nahman bar Kohen gave an interpretation, “What is the meaning of that which is written, ‘The king by justice established the land, but he who loves gifts overthrows it’ (Pro. 29: 4)? If the judge is like a king, who needs nothing from anyone else but knows the law on his own, he will establish the land. But if the judge is like a priest who goes begging at the threshing places to collect the priestly gifts, he will destroy it.”

**4. I:8:** Said Rabbah bar R. Shila, “A judge who goes around borrowing things is invalid for serving as a judge. But we have made such a statement only concerning one who has nothing to lend to third parties, but if he has things that he can lend to others, then his borrowing makes no difference.”

**5. I:9:** Said Raba, “How come taking a bribe is forbidden? Once one has taken a bribe from the other, he becomes sympathetic toward him, so that the other becomes the same as the self, and people don’t see their own faults. So what is the meaning of the word for bribe? It bears letters that yield, ‘He is at one with the giver.’”

**6. I:10:** Said R. Pappa, “Someone should not serve as judge for either one whom he likes or one whom he hates, for someone can see nothing wrong in someone whom he likes, and nothing right in someone whom he hates.”

**7. I:11:** Said Abbaye, “A disciple of rabbis whom people in his neighborhood like – the reason is not because of his superior excellence, but because he doesn’t tell people off when it comes to matters having to do with Heaven.”

**8. I:12:** Said Raba, “To begin with, I thought that everybody in Mehoza liked me. When I became a judge, I supposed that some of them would hate me and some of them would like me. When I realized that someone who loses a case today wins tomorrow, I reached the conclusion that, if they like me, everyone will like me, and if they hate me, everyone will hate me.”

**9. I:13:** Our rabbis have taught on Tannaite authority: “And you shall take no gift” (Exo. 23: 8) – it goes without saying that one should not take a gift consisting of money, but even a gift made up of words, too, is forbidden.

**a. I:14:** Gloss: What is the definition of a gift made up of words?

**I. I:15:** Example.

**II. I:16:** Example.

**III. I:17:** Example.

**IV. I:18:** Example.

**V. I:19:** Example.

**A. I:20:** Expansion on a detail of the foregoing.

**1. I:21:** As above.

## C. PROPER PAYMENT FOR SERVICES RENDERED IN THE CONTEXT OF SANCTIFICATION

1. I:22: Said R. Isaac bar Redipa said R. Ammi, “Those who examined animal blemishes in Jerusalem were paid from Temple funds.” Said R. Judah said Samuel, “The disciples of sages who taught the rules of correct slaughter to the priests would collect their salary from Temple funds.” Said R. Giddal said Rab, “The disciples of sages who teach the laws of taking up the handful of the meal-offering to the priests would collect their salary from Temple funds.” Said Rabbah bar bar Hannah said R. Yohanan, “Those who would correct the scripture of writings in Jerusalem would collect their salary from Temple funds.”

2. I:23: Our rabbis have taught on Tannaite authority: The women who would raise their children for performing the rite of the red cow would be paid from Temple funds. Abba Saul says, “The upper-class women in Jerusalem would maintain them and give them food.”

3. I:24: The question was raised by R. Huna to Rab, “As to the utensils used for the Temple service, what is the law as to their being bought with what is consecrated for the upkeep of the Temple house? Are these classified as utensils for use with the altar, so they would constitute things paid for out of what has been consecrated for the upkeep of the Temple house? Or are they required for the making of the offering, in which case they are paid for out of the Temple treasury?”

4. I:25: It has been stated by a Tannaite authority of the household of R. Ishmael: “Utensils of service were paid for by Temple funds, for Scripture states, ‘The rest of the money’ (2Ch. 24:14) – now what funds produced a surplus? Obviously, Temple funds.”

a. I:26: Gloss of a secondary text in the foregoing.

b. I:27: As above.

**D. HE WHO WENT OVERSEAS, AND HIS WIFE LEFT AT HOME CLAIMS MAINTENANCE – HANAN SAYS, “LET HER TAKE AN OATH AT THE END, BUT LET HER NOT TAKE AN OATH AT THE OUTSET THAT IS, SHE TAKES AN OATH WHEN SHE CLAIMS HER MARRIAGE CONTRACT AFTER HER HUSBAND’S DEATH, OR AFTER HE RETURNS, THAT SHE HAS NOT HELD BACK ANY PROPERTY OF HER HUSBAND.” SONS OF HIGH PRIESTS DISPUTED WITH HIM AND RULED, “LET HER TAKE AN OATH AT THE OUTSET AND AT THE END.” RULED R. DOSA B. HARKINAS IN ACCORD WITH THEIR OPINION. SAID R. YOHANAN B. ZAKKAI, “WELL DID HANAN RULE, SHE SHOULD TAKE AN OATH ONLY AT THE END.”**

1. II:1: It has been stated: Rab said, “They provide an allowance to a married woman when the husband is overseas.” Samuel said, “They do not provide an allowance to a married woman when the husband is overseas.”

a. II:2: Gloss of a detail of the foregoing.

3. II:3: Continuation of II:1.

a. II:4: So what’s the upshot?

### **LXXXV. Mishnah-Tractate Ketubot 13:2**

**A. HE WHO WENT OVERSEAS, AND SOMEONE WENT AND SUPPORTED HIS WIFE – HANAN SAYS, “HE WHO DID SO HAS LOST HIS MONEY.” SONS OF HIGH PRIESTS DISPUTED WITH HIM AND RULED, “LET HIM TAKE AN OATH FOR HOWEVER MUCH HE HAS LAID OUT IN SUPPORT OF THE WIFE AND COLLECT THE DEBT.” RULED R. DOSA B. HARKINAS IN ACCORD WITH THEIR OPINION. SAID R. YOHANAN B. ZAKKAI, “WELL DID HANAN RULE. HE HAS PUT HIS MONEY ON THE HORN OF A GAZELLE.”**

1. I:1: We have learned in the Mishnah there: He who is prohibited by vow from deriving benefit from his friend – the friend nonetheless pays out his sheqel half-sheqel tax to the Temple, pays back his debt, and returns to him something which he the one who took the vow has lost. But in a place in which for this action a reward is paid out, the benefit of the reward should fall to the sanctuary (M. [Ned. 4:2](#)). Now there is no problem understanding that he may pay his sheqel tax for him, because he is performing a religious duty, and it has been taught on Tannaite authority, The taking up of the heave-offering is made in respect to what is lost, collected, and yet to be collected. And there is no problem understanding that he returns to him something that he has lost, because he is performing a religious duty. But on what basis may he pay back his debt?! Lo, he surely confers a benefit on him! Said R. Oshayya, “Lo, who is the authority behind this rule? It is Hanan, who has said, ‘He who did so has lost his money.’”

### **LXXXVI. Mishnah-Tractate Ketubot 13:3**

**A. ADMON LAYS DOWN SEVEN. HE WHO DIED AND LEFT SONS AND DAUGHTERS, WHEN THE PROPERTY IS AMPLE, THE SONS INHERIT, AND THE DAUGHTERS RECEIVE SUPPORT FROM THE ESTATE. AND WHEN THE PROPERTY IS NEGLIGIBLE, THE DAUGHTERS RECEIVE MAINTENANCE, AND THE SONS GO OUT BEGGING AT OTHER PEOPLES’ DOORS. ADMON SAYS, “DO I LOSE BECAUSE I AM MALE?” SAID RABBAN GAMALIEL, “I PREFER ADMON’S OPINION.”**

1. I:1: What’s the point of the statement?

### **LXXXVII. Mishnah-Tractate Ketubot 13:4**

**A. HE WHO CLAIMS THAT HIS FELLOW OWES HIM JUGS OF OIL, AND THE OTHER PARTY ADMITTED THAT HE OWES HIM EMPTY JUGS – ADMON SAYS, “SINCE HE HAS CONCEDED PART OF THE CLAIM, LET HIM TAKE AN OATH.” AND SAGES SAY, “THIS IS NOT CONCESSION ALONG THE LINES OF THE ORIGINAL CLAIM.” SAID RABBAN GAMALIEL, “I PREFER ADMON’S OPINION.”**

1. I:1: One may then infer that, from the viewpoint of rabbis, if one laid claim for wheat and barley, and the other party conceded the claim for barley, the bailee is exempt from having to take an oath? Then we may say that we have a refutation of the statement that R. Nahman said Samuel said, for R. Nahman said Samuel said, “If he claimed wheat and barley and the other conceded one of them, he is

liable.” Said R. Judah said Rab, “It is a case in which he claimed a specific measure of oil.”

### **LXXXVIII. Mishnah-Tractate Ketubot 13:5**

**A. HE WHO AGREES TO GIVE MONEY TO HIS SON-IN-LAW BUT THEN STRETCHED OUT THE LEG DEFAULTED – LET HER SIT UNTIL HER HEAD TURNS WHITE. ADMON SAYS, “SHE CAN CLAIM, ‘IF I HAD MADE SUCH AN AGREEMENT IN MY OWN BEHALF, WELL MIGHT I SIT UNTIL MY HEAD GROWS WHITE. NOW THAT FATHER HAS MADE AN AGREEMENT CONCERNING ME, WHAT CAN I DO? EITHER MARRY ME OR LET ME GO!’”**

1. I:1: One may then infer that, from the viewpoint of rabbis, if one laid claim for wheat and barley, and the other party conceded the claim for barley, the bailee is exempt from having to take an oath? Then we may say that we have a refutation of the statement that R. Nahman said Samuel said, for R. Nahman said Samuel said, “If he claimed wheat and barley and the other conceded one of them, he is liable.” Said R. Judah said Rab, “It is a case in which he claimed a specific measure of oil.”

2. I:2: A Tannaite statement: Under what circumstances? In the case of an adult, but, as to a minor, they use force....

3. I:3: Said R. Isaac b. Eleazar in the name of Hezekiah, “In any place in which Rabban Gamaliel said, ‘I prefer the position of Admon,’ the law is in accord with him.” Said R. Zira said Rabbah bar Jeremiah, “In two matters in which Hanan made his statement, the law is in accord with him; in the seven matters in which Admon made his statements, the law is not in accord with him.”

### **LXXXIX. Mishnah-Tractate Ketubot 13:6**

**A. HE WHO CONTESTS ANOTHER’S OWNERSHIP OF A FIELD, BUT HE HIMSELF IS A SIGNATORY ON IT THE DOCUMENTS OF OWNERSHIP AS A WITNESS – ADMON SAYS, “HE CAN CLAIM, ‘THE SECOND OWNER OF THE PROPERTY WAS EASIER FOR ME, AND THE FIRST WAS HARDER THAN HE FOR PURPOSES OF REPOSSESSING THE FIELD WHICH IN ANY CASE IS MINE.’” AND SAGES SAY, “HE HAS LOST EVERY RIGHT.”**

1. I:1: Said Abbayye, “This rule has been laid down only in the case of a witness, but not in the case of a judge, in which instance he does not lose his title. For R. Hiyya set forth the Tannaite statement, ‘The witnesses sign a bond only if they have read it, but judges may well sign onto a document even though they have not read it.’”

**B. IF HE MADE HIS FIELD A BOUNDARY MARK FOR ANOTHER PERSON, HE HAS LOST EVERY RIGHT.**

1. II:1: Said Abbayye, “This rule has been laid down only if it was for another person, but if it was for himself, he has not lost every right. For he may claim, ‘If I hadn’t done that for him, he would not have sold the field to me.’ For then what can you say? He should have made a declaration of some sort? He can reply,

‘Your friend has a friend, and the friend of your friend has a friend’ so he would have heard about it.”

a. II:2: Case.

### **XC. Mishnah-Tractate Ketubot 13:7**

**A. HE WHO WENT OVERSEAS, AND THE RIGHT-OF-WAY TO HIS FIELD WAS LOST – ADMON SAYS, “LET HIM GO THE SHORTEST WAY.” AND SAGES SAY, “LET HIM PURCHASE A RIGHT-OF-WAY WITH A HUNDRED MANEHs IF NEED BE, OR LET HIM FLY THROUGH THE AIR.”**

1. I:1: What can possibly form the operative consideration in the mind of rabbis? Didn’t Admon make a plausible statement?

a. I:2: Case.

b. I:3: Case.

### **XCI. Mishnah-Tractate Ketubot 13:8**

**A. HE WHO PRODUCES A BOND OF INDEBTEDNESS AGAINST SOMEONE ELSE, AND THE OTHER BROUGHT FORTH A DEED OF SALE TO SHOW THAT THE OTHER HAD SOLD HIM A FIELD – ADMON SAYS, “HE CAN CLAIM, ‘IF I OWED YOU MONEY, YOU SHOULD HAVE COLLECTED WHAT WAS COMING TO YOU WHEN YOU SOLD ME THE FIELD.’” AND SAGES SAY, “THIS FIRST MAN WAS SMART IN SELLING HIM THE FIELD, SINCE HE CAN TAKE IT AS A PLEDGE.”**

1. I:1: What can possibly form the operative consideration in the mind of rabbis? Didn’t Admon make a plausible statement?

### **XCII. Mishnah-Tractate Ketubot 13:9**

**A. TWO WHO PRODUCED BONDS OF INDEBTEDNESS AGAINST ONE ANOTHER – ADMON SAYS, “IF I HAD ACTUALLY OWED YOU ANY MONEY, HOW IS IT POSSIBLE THAT YOU BORROWED FROM ME?” AND SAGES SAY, “THIS ONE COLLECTS HIS BOND OF INDEBTEDNESS, AND THAT ONE COLLECTS HIS BOND OF INDEBTEDNESS.”**

1. I:1: It has been stated: Two who produced bonds of indebtedness against one another – R. Nahman said, “The one collects what is owing to him, and the other collects what is owing to him.” R. Sheshet said, “So what’s the point of trading moneybags? Rather, the one holds on to what is his, and the other holds on to what is his.”

a. I:2: All parties concur that if each party possesses land of the highest quality, or land of middling quality, or land of miserable quality, they certainly would be in a situation of trading moneybags. Where there is a dispute, it concerns a case in which this one has land of middling quality and that, of miserable quality. Then, R. Nahman takes the view that the one collects what is owing to him, and the other collects what is owing to him, in the theory that the assessment for a creditor who is seizing land of a debtor is made on the basis of what belongs to the debtor, so that the

owner of the land of miserable quality goes and seizes the land of middling quality belonging to the other, which then becomes the best; and the other can take from him only land of the most miserable quality. R. Sheshet takes the view that in that case, too, it is merely a trade of moneybags, because he maintains that the assessment for a creditor who is seizing land of a debtor is made on the basis of a generally prevailing criterion of land classification; then, when in the end the original owner of the land of middling quality seizes property of the other, he is taking back land that is of the classification only of his own middling quality land.

### **XCIII. Mishnah-Tractate Ketubot 13:10**

**A. THERE ARE THREE PROVINCES IN WHAT CONCERNS MARRIAGE: (1) JUDAH, (2) TRANSJORDAN, AND (3) GALILEE. THEY DO NOT REMOVE WIVES FROM TOWN TO TOWN OR FROM CITY TO CITY IN ANOTHER PROVINCE. BUT IN THE SAME PROVINCE, THEY DO REMOVE WIVES FROM TOWN TO TOWN OR FROM CITY TO CITY, BUT NOT FROM A TOWN TO A CITY, AND NOT FROM A CITY TO A TOWN. THEY REMOVE WIVES FROM A BAD DWELLING TO A GOOD ONE BUT NOT FROM A GOOD ONE TO A BAD ONE.**

1. I:1: There is no problem understanding why one may not remove a wife from city to town, since in a city you can get everything, but not in a town. But why can't you move a wife from a town to a city?

**B. RABBAN SIMEON B. GAMALIEL SAYS, "ALSO NOT FROM A BAD ONE TO A GOOD ONE, FOR THE GOOD ONE IS A TEST PUTS HER TO THE PROOF."**

1. II:1: What is the meaning of the good one is a test puts her to the proof?

a. II:2: It is written in the book of Ben Sira: "'All the days of the poor are evil' (Pro. 15:15, Ben Sira 31:5)."

b. II:3: Continuation of the foregoing.

### **XCIV. Mishnah-Tractate Ketubot 13:11**

**A. ALL HAVE THE RIGHT TO BRING UP HIS OR HER FAMILY TO THE LAND OF ISRAEL, BUT NONE HAS THE RIGHT TO REMOVE HIS OR HER FAMILY THEREFROM.**

1. I:1: All have the right to bring up his or her family to the Land of Israel, but none has the right to remove his or her family therefrom: What does the language, All have the right to bring up, serve to encompass?

**B. ALL HAVE THE RIGHT TO BRING UP TO JERUSALEM, BUT NONE HAS THE RIGHT TO BRING DOWN –**

1. II:1: What classification of cases does this formulation mean to include?

2. II:2: Our rabbis have taught on Tannaite authority: If the husband wants to go up but the wife doesn't, they force her to go up, and if not, she must go forth without receiving her marriage settlement. If she wants to go up to the Land of Israel and he doesn't, they force him to emigrate, and if he doesn't agree, he has to divorce her and pay off her marriage settlement. If she wants to go down and he

doesn't, she is forced not to emigrate, and if it does not do any good to pressure her, she is divorced and not paid her marriage settlement. If he wants to go down and she doesn't, he is pressured not to go down, but if that does no good, he has to divorce her and pay off her marriage settlement (T. **Ket. 12:5J-L**).

**C. IF ONE MARRIED A WOMAN IN THE LAND OF ISRAEL AND DIVORCED HER IN THE LAND OF ISRAEL, HE PAYS HER OFF WITH THE COINAGE OF THE LAND OF ISRAEL. IF HE MARRIED A WOMAN IN THE LAND OF ISRAEL AND DIVORCED HER IN CAPPADOCIA, HE PAYS HER OFF IN THE COINAGE OF THE LAND OF ISRAEL. IF HE MARRIED A WOMAN IN CAPPADOCIA AND DIVORCED HER IN THE LAND OF ISRAEL, HE PAYS HER OFF IN THE COINAGE OF THE LAND OF ISRAEL. RABBAN SIMEON B. GAMALIEL SAYS, "HE PAYS HER OFF IN THE COINAGE OF CAPPADOCIA." IF HE MARRIED A WOMAN IN CAPPADOCIA AND DIVORCED HER IN CAPPADOCIA, HE PAYS HER OFF IN THE COINAGE OF CAPPADOCIA.**

1. III:1: There is a contradiction in the wording of this rule. First of all, the Tannaite formulation goes, If one married a woman in the Land of Israel and divorced her in the Land of Israel, he pays her off with the coinage of the Land of Israel. Therefore the operative criterion is the currency of the locale in which the indenture was accepted which is the Land of Israel. But then the passage proceeds: If he married a woman in the Land of Israel and divorced her in Cappadocia, he pays her off in the coinage of the Land of Israel. Therefore the operative criterion is the currency of the place in which the payment is carried out!

2. III:2: Our rabbis have taught on Tannaite authority: He who produces a bond of indebtedness against his fellow and "Babylonia" is written therein collects on the strength of that document in the coinage of Babylonia. If in it is written, "the Land of Israel," he collects in the currency of the Land of Israel. If it is written out without further specification, if he produced it in Babylonia, he collects in Babylonian currency; if he produced it in the Land of Israel, he collects in the currency of the Land of Israel. If it refers to "silver," without further specification, then the borrower may pay in any way he likes. But this ruling does not apply to the marriage settlement (T. **Ket. 12:6A-G**).

a. III:3: Gloss of the foregoing.

b. III:4: As above.

3. III:5: Our rabbis have taught on Tannaite authority: Someone should always live in the Land of Israel, even in a town in which the majority is gentile, but not abroad, even in a town with an Israelite majority. For whoever lives in the Land of Israel is as though he has the true God, but whoever lives abroad is as though he has no God: "To give you the land of Canaan, to be your God" (Lev. 25:38). So does someone who does not live in the Land of Israel have no God! Rather, it is to tell you, whoever lives abroad is as though he worships idols. And so in the case of David Scripture says, "For they have driven me out this day that I should not cleave to the inheritance of the Lord, saying, 'Go, serve other gods'" (1Sa. 26:19). Now who in the world ever said to David, "Go, serve other gods"? But it tells you that whoever lives outside of the Land of Israel is regarded as though he worshipped idols (T. **A.Z. 4:3-5**).

**4.** III:6: R. Zira was avoiding R. Judah, for the former wanted to go up to the Land of Israel, while R. Judah held, “Whoever goes up from Babylonia to the Land of Israel violates a positive commandment, for it is said, ‘They shall be brought to Babylonia and there they shall be until the day that I remember them, says the Lord’ (Jer. 27:22).”

**a.** III:7: Further gloss of a proof-text cited in the foregoing.

**5.** III:8: Said R. Eleazar, “Whoever lives in the Land of Israel dwells without sin: ‘And the inhabitant shall not say, I am sick, the people that dwell therein shall be forgiven their iniquity’ (Isa. 38:24).”

**6.** III:9: Said R. Anan, “Whoever is buried in the Land of Israel is as though he were buried under the altar. Here it is written, ‘An altar of earth you shall make to me’ (Exo. 20:21), and elsewhere, ‘And his land does make expiation for his people’ (Deu. 32:42).”

**7.** III:10: Ulla would regularly go up to the Land of Israel. He died abroad. They came and told R. Eleazar. He said, “You, Ulla – ‘should you die in an unclean field’ (Amo. 7:17)?”

**8.** III:11: There was someone to whose lot a levirate widow fell in Khuzistan. He came before R. Hanina. He said to him, “What is the law on going down there to enter into levirate marriage?”

**9.** III:12: Said R. Judah said Samuel, “Just as it is forbidden to go forth from the Land of Israel to Babylonia, so it is forbidden to go forth from Babylonia to any other country.”

**a.** III:13: Cases.

**10.** III:14: Rabbah and R. Joseph both said, “The truly suitable persons in Babylonia – the Land of Israel receives them. The truly fit persons in other countries – Babylonia receives them.”

**11.** III:15: Said R. Judah, “Whoever dwells in Babylonia is as though he dwelt in the Land of Israel: ‘Ho, Zion, escape, you who dwells with the daughter of Babylonia’ (Zec. 2:11).”

#### **D.** THE MESSIANIC AGE, THE AGE TO COME, IN THE CONTEXT OF RESIDENCE IN THE LAND OF ISRAEL

**1.** III:16: Said Abbaye, “We hold a tradition that Babylonia will not see the birth pangs of the Messiah.” He explained this to speak to Husal in Benjamin, which he called, “the corner of refuge.”

**2.** III:17: Said R. Eleazar, “The dead that are abroad will not come back to life: ‘And I will set glory in the land of the living’ (Ezek. 26:20) – the dead buried in the land where I have my desire will live, but the dead of the land in which I have no desire won’t live.”

**a.** III:18: Gloss of a proof-text of the foregoing.

**b.** III:19: Further gloss of III:17.

**3.** III:20: “You shall carry me out of Egypt and bury me in their burial ground” (Gen. 47:30): Said Qarna, “There is something hidden here. Jacob our father



knew full well that he was completely righteous, and, if the dead who are outside of the Land will live, why in the world did he make so much trouble for his children? It is since he might not have sufficient grace accorded to him to roll through the paths.”

**4. III:21:** His brothers in the Land of Israel sent word to Rabbah, “Jacob our father knew full well that he was completely righteous, and, if the dead who are outside of the Land will live, why in the world did he make so much trouble for his children? It is since he might not have sufficient grace accorded to him to roll through the paths.”

**a. III:22:** Complement to the foregoing statement.

**5. III:23:** Resumption of the exposition begun at III:21. Reverting to the message to Rabbah: And so they said, “Isaac, Simeon, and Oshayya said the same thing, namely, ‘The decided law is in accord with R. Judah in respect to mules.’”

**a. III:24:** Gloss.

**6. III:25:** Said R. Eleazar, “Boors will not live in the age to come: ‘The dead will not live’ (Isa. 26:14).”

**7. III:26:** Said R. Hiyya bar Joseph, “The righteous are destined to break through the earth and come up at Jerusalem: ‘And they shall blossom out in the city like grass of the earth’ (Psa. 72:16), and ‘city’ is only Jerusalem: ‘For I will defend this city’ (2Ki. 19:34).”

**8. III:27:** Our rabbis have taught on Tannaite authority: “There will be a rich grainfield in the land upon the top of the mountains” (Psa. 72:16): Say: Wheat is destined to grow as tall as a palm tree and grow on the top of the mountains.

**9. III:28:** “With the kidney fat of wheat” (Deu. 32:14): Say: Wheat is destined to be as large as the two kidneys of a big bull.

**a. III:29:** Supplement.

**b. III:30:** Supplement.

**10. III:31:** “And the blood of the grape you drank foaming wine” (Deu. 32:14) – say: This world is not like the world to come. In this world there is the trouble that goes into harvesting the grapes and treading them, but in the world to come, a person will bring along a single grape on a wagon or a boat, put it in the corner of his house, and then draw on its contents as if it were a big cask of wine, while the wood that goes without will be used for cooking fires.

**11. III:32:** When R. Dimi came, he said, “What is the meaning of the verse, ‘Binding his foal onto the vine’ (Gen. 49:11)? You will have not a single vine in the Land of Israel that does not require all of the residents of a town to harvest it. And as to, ‘And his ass’s colt to the choice vine’ (Gen. 49:11)? You won’t find a single wild tree in the Land of Israel that doesn’t produce a load of produce for two she-asses.

## **E. THE REMARKABLE PRODUCTIVITY OF THE LAND OF ISRAEL**

**1. III:33:** R. Hiyya bar Adda was an elementary teacher for the children of R. Simeon b. Laqish. He took a three-day absence and did not come. When he came,

he said to him, “Why were you absent?” He said to him, “Because my father left me one espalier, and on the first day I was absent, I cut three hundred grape clusters from it, each yielding a keg; on the second, three hundred, each two of which yielded a keg. On the third day, three hundred, three each of which yielded a keg. And I renounced my ownership of more than half of the yield.”

**2. III:34:** R. Ammi bar Ezekiel visited Bené Beraq. He saw goats grazing under fig trees, with honey flowing from the figs, and milk running from the goats, and the honey and milk mingled. He said, “That is in line with ‘a land flowing with milk and honey’ (Exo. 3:8, Num. 13:27).”

**3. III:35:** Said R. Jacob b. Dosetai, “From Lud to Ono is three Roman miles. Once I got up early at dawn and I walked up to my ankles in fig honey.”

**4. III:36:** Said R. Simeon b. Laqish, “I personally saw the flood of milk and honey of Sepphoris, and it extended over sixteen square miles.”

**5. III:37:** Said Rabbah bar bar Hannah, “I personally saw the flood of milk and honey of the entirety of the Land of Israel, and it extended from Be Mikse to the Fort of Tulbanqi, twenty-two parasangs long, six parasangs wide.”

**6. III:38:** R. Helbo, R. Avira, and R. Yosé bar Hanina came to a certain place. They brought before them a peach as large as a pot of Kefar Hino – and how big is that? Five seahs. A third of the peach they ate, a third they declared ownerless, and a third they placed before their animals.

**7. III:39:** R. Joshua b. Levi came to Gabela. He saw vines heavy with grape clusters, standing up like calves. He said, “Calves among the vines?”

**8. III:40:** Our rabbis have taught on Tannaite authority: What is the extent of the blessings that are bestowed on the Land of Israel? A bet seah produces fifty thousand kor.

**9. III:41:** It has been taught on Tannaite authority: Said R. Yosé, “A seah’s land in Judah would yield five seahs: a seah of flour, a seah of fine flour, a seah of bran, a seah of coarse bran, and a seah of cibarium

**10. III:42:** A certain Sadducee said to R. Hanina, “It is quite right that you should sing the praises of your land. My father left me one bet seah in it, and from that ground I get oil, wine, grain, pulse, and my cattle feed on it.”

**11. III:43:** Said an Amorite to someone who lives in the Land of Israel, “How much do you collect from that date tree on the bank of the Jordan?”

**12. III:44:** Said R. Hisda, “What is the meaning of the verse of Scripture: ‘I give you a pleasant land, the heritage of the deer’ (Jer. 3:19)? How come the Land of Israel is compared to a deer? To tell you, just as a deer’s hide cannot, when flayed, contain its flesh, so the Land of Israel cannot contain its produce there being insufficient facilities to store that much.”

**13. III:45:** When R. Eleazar went up to the Land of Israel, he said, “I have escaped one thing.” When he was ordained, he said, “Now I have escaped two.” When they seated him on the council for intercalating the year, he said, “Now I have escaped three: ‘And my hand shall be against the prophets that see vanity...they shall not be in the council of my people’ (Eze. 13: 9) – this refers to the council for

intercalating the year. ‘...neither shall they be written in the register of the house of Israel’ (Eze. 13: 9) – this refers to ordination. ‘...neither shall they enter into the Land of Israel’ (Eze. 13: 9) – this means what it says.”

**14. III:46:** When R. Zira went up to the Land of Israel, he did not find a ferry to cross the river, so he took hold of a rope bridge and crossed. A Sadducee said to him, “Hasty people, you put your mouths before your ears ‘we shall do and we shall listen’, you still as always hold on to your rashness.”

**15. III:47:** R. Abba would kiss the cliffs of Akko.

**16. III:48:** Said R. Zira said R. Jeremiah bar Abba, “‘The generation to which the son of David will come will be marked by persecution of disciples of sages.’ Now, when I said this before Samuel, he said, ‘Test after test: “And if there be yet a tenth of it, it shall again be eaten up” (Isa. 6:11).’”

**17. III:49:** R. Joseph repeated as a Tannaite statement, “Plunderers and plunderers of the plunderers.”

**18. III:50:** Said R. Hiyya bar Ashi said Rab, “All of the barren trees that are located in the Land of Israel are destined to bear fruit: ‘For the tree bears its fruit, the fig tree and vine yield their strength’ (Joe. 2:22).”

## **Points of Structure**

### **1. DOES BABYLONIAN TALMUD-TRACTATE KETUBOT FOLLOW A COHERENT OUTLINE GOVERNED BY A CONSISTENT RULES?**

The outline of the Talmud-tractate is the same as that of the Mishnah-tractate, because the former follows the latter. We can account for the presence of all composites that do not serve the purpose of Mishnah-commentary. These are compiled in their own terms and are then inserted for purposes deemed appropriate by the compositors of the Talmud as a whole, as the foregoing outline has shown in rich detail.

### **2. WHAT ARE THE SALIENT TRAITS OF ITS STRUCTURE?**

Most of the sentences of the Mishnah-tractate are amplified, and the program of exegesis is limited and disciplined. The language, then the rules, then the principles of the Mishnah's statements are systematically expounded. Then secondary materials may be added, inclusive of cases, various sorts of obiter dicta, and the like.

### **3. WHAT IS THE RATIONALITY OF THE STRUCTURE?**

It follows that the principle of cohesion and juxtaposition derives from the structure of the Mishnah-tractate, and outside of the framework of Mishnah-exegesis, the Talmud has no independent medium for explaining what comes first and what must follow, on the one side, or what logically coheres to what else, on the other side. But the process of formation yields the inclusion, also, of compositions and even sizable composites that are put together by other principles than those governing Mishnah-exegesis. Once framed in their own terms, these will be attached, for reasons that, to the framers of the Talmud-tractate, appeared quite rational and orderly. In general these additional composites, outside the framework of Mishnah-exegesis, form topical appendices to subjects important in Mishnah-exegesis. The exceptions to that rule are few and inconsequential.

### **4. WHERE ARE THE POINTS OF IRRATIONALITY IN THE STRUCTURE?**

These are compiled in the setting of the discussion of the topical composites, given presently.

## Points of System

### **1. DOES THE BABYLONIAN TALMUD-TRACTATE KETUBOT SERVE ONLY AS A REPRESENTATION OF THE MISHNAH-TRACTATE OF THE SAME NAME?**

Some sentences of the Mishnah-tractate are not discussed at all, and even a few of the Mishnah's illustrative cases. But the Talmud-tractate exhibits no other sustained or even meaningful principle of conglomeration than that of Mishnah-commentary, pure and simple.

### **2. HOW DO THE TOPICAL COMPOSITES FIT INTO THE TALMUD-TRACTATE AND WHAT DO THEY CONTRIBUTE THAT THE MISHNAH-TRACTATE OF THE SAME NAME WOULD LACK WITHOUT THEM?**

I present the account in three sections. On the left hand margin are important propositional composites that do not address the Mishnah's propositions but do affect them. At the right are the composites that complement the Mishnah's statements with topically relevant amplifications or that carry forward the Mishnah's principle to new data or in some other, material way pertain to the Mishnah's statements. Finally, I underline and also position in the center column large composites that strike me as entirely out of phase with the Mishnah, lacking all point of contact, whether topical or in principle or even theme, broadly construed. Identifying these items and distinguishing them from those on the right hand margin involve a measure of subjectivity, and for that reason, I have tried to impose the most rigorous and narrowest possible definition of what is both free-standing and also affective of the rest. In the center I give those utterly anomalous composites that ignore the principle of propositional or at least topical cogency altogether.

I:C: Miscellany of Sayings  
in the Name of Bar Qappara

XI.B: Celebrating the Bride:  
A Thematic Composite

XII.B: Other Rules on the Validation  
of Documents by Witnesses

XXIX.B. Free-Standing Analysis,  
Inserted because of the Utilization of  
Simeon's Statement in the  
Present Mishnah-Paragraph

XXXI.C: Topical Composite on Modes  
of Execution of a Betrothed Girl

XXXIV.B: Further Rules Ordained in Usha

XL.G: Topical Composite on the Provisions  
Made for the Waiter at a Meal. From what  
the wife does for the husband, we move to  
what the waiter does for the sages; what is  
owing to the waiter, and similar topics. This  
item cannot be divorced from its context —

acts of personal service — but it also changes the frame of reference from the family to the master-disciple circle. That is why I regard it as a recasting of the Mishnah's topic, a re-presentation of that topic in a different, distinctively Talmudic, context.

XLVII:B: Topical Composite on Marrying Off Orphans. Support of the Poor

LVI:D: Stories of Deaths of Various Sages and how their Mastery of the Torah Afforded Them Special Standing after Death. Why this massive composite is tacked on is scarcely self-evident. My best guess is that the Mishnah's reference to the death of the tanner and the right of the wife to reject the levir triggered the association with the deaths of sages. The positioning of the composite also is odd, since it interrupts the exposition of III.4.

LXXXIV:B. Judges Who Take Bribes:  
Topical Composite

LXXXIV:C: Proper Payment for Services  
Rendered in the Context of Sanctification

XCIV:D: The Messianic Age, the Age to Come,  
in the Context of Residence in the Land of Israel

XCIV:E: The Remarkable  
Productivity of the Land of Israel

We note also that a sizable composite is located after M. 11:1 but belongs after M. 11:2. But the composite exhibits close ties to the Mishnah-paragraph the theme of which it explores.

### **3. CAN WE STATE WHAT THE COMPILERS OF THIS DOCUMENT PROPOSE TO ACCOMPLISH IN PRODUCING THIS COMPLETE, ORGANIZED PIECE OF WRITING?**

Where a composite has no bearing upon the Mishnah's statement but at the same time may claim to make a coherent and intelligible statement in the Talmud's context if not the Mishnah's (thus excluding the items in the center-list), the point that is made concerns two matters: sages special, supernatural situation and the age to come and the advent of the Messiah. This latter topic, for the present tractate, falls within the natural range of the Mishnah's interest; that is, once we speak of the priority of residence in the Holy Land, the reversion of all Israel to the Holy Land in the world to come or the Messiah's day represents a natural next step. The only significant composites that impart a dimension on a topic introduced by the Mishnah but not required thereby then add sages' perspective on matters.