

XI.

BAVLI KETUBOT CHAPTER ELEVEN

FOLIOS 95B-101B

11:1

- A. A widow is supported by the property of the orphans.
- B. Her wages [the work of her hands] belong to them.
- C. But they are not liable to bury her.
- D. Her heirs who inherit her marriage contract are liable to bury her.

- I.1** A. *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**?*
- B. *Is the correct reading of the Mishnah, **the widow is to be supported**, in accord with the Galileans, [Slotki: who entered in the marriage contract the clause, "You shall dwell in my house and be maintained therein out of my estate throughout the duration of your widowhood,"] so it would never suffice that they not maintain her? Or is the correct reading, **the widow who is supported**, in accord with the Judeans, so that, if they wish, the heirs do not have to maintain her?*
- C. **[96A]** *Come and take note: Said R. Zira said Samuel, "What a widow finds belongs to her." Now, if you maintain that the correct reading is, **the widow who is supported**, then that is readily understood [here is a widow who is not supported by the estate], but if you maintain that the correct reading is, under all circumstances, **the widow is to be supported**, then the heirs are like the*

husband: just as in the case of the husband, what the woman finds belongs to him, here, too, what the woman finds should belong to the heirs!

- D. *In point of fact, I shall say to you, the correct reading is, **the widow is to be supported**, and how come rabbis have said that the things the woman finds belongs to the husband? It is so that there will be no enmity. But in this case, whatever happens, there is going to be enmity.*

- I.2** A. 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].”
- B. 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.”
- C. *Said Raba, “We have stated that rule only in a locale in which the disciple is not known, but in a locale in which the disciple is known, there is no objection to his doing even that.”*
- D. *Said R. Ashi, “But even in a place in which he is not known, that rule applies only if he is not wearing prayer boxes containing verses of Scripture.”*

- I.3** A. 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. R. Nahman bar Isaac says, “He even takes away from him the fear of Heaven: ‘And he forsakes the fear of the Almighty’ (Job. 6:14).”

Exposition of the Rule of M. 11:2.

An Out-of-Place Composite

- I.4** A. Said R. Eleazar, “A widow who seized movables to provide for her support – what she has seized is validly seized.”
- B. *So, too, it has been taught on Tannaite authority:* A widow who seized movables to provide for her support – what she has seized is validly seized.
- C. *So, too, when R. Dimi came, he said, “There was a case in which the daughter-in-law of R. Shabbetai seized from her late husband’s estate a saddle bag full of money, and the sages had no grounds on which to take it back from her.”*

D. *Said Rabina, "That such a seizure is post facto valid is the case only if it is a seizure to provide for support, but as to seizing goods to pay off her marriage settlement, we do retrieve what she seized from her."*

E. *Objected Mar bar R. Ashi, "What differentiates a seizure for collecting the marriage contract from a seizure for collecting support? Is it that the former is collected from real estate and not from movables? Support, too, is collected from real estate and not from movables! Rather, just as in the case, if the seizure was for support, what she has seized is confirmed in her possession, so, too, in the case of her marriage settlement, what she seized is confirmed in her possession."*

F. *Said R. Isaac bar Naftali to Rabina, "We rule in the name of Raba in accord with your position."*

- I.5**
- A. *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."*
 - B. *Well, if she loses her claim on support after waiting for two years, what in the world makes it necessary to add that the same is so if she waits three?*
 - C. *No problem, the one speaks of a poor woman, the other, a rich one [who doesn't have to go to court if she doesn't want to]. Or the one speaks of a woman who is shameless, the other, one who is fastidious.*
 - D. *Said Raba, "That is the rule only for a claim concerning past time, but as to a claim concerning the future, in any event she has every right to support."*

- I.6**
- A. *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? [96B] 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?"*
 - B. *Come and take note: Levi repeated as a Tannaite statement, "In the case of a widow, so long as she has not remarried [the estate owes her], so the heirs have to bring proof, but, once she has remarried [and wants to be paid for support prior to her remarriage], she has to bring proof."*

C. *Said R. Shimi bar Ashi, "This is in accord with the following conflict among Tannaite formulations: 'She may sell property and indicate in writing, "These I have sold for support, and these for collection of the marriage settlement,"' the words of R. Judah. R.*

Yosé says, ‘She may sell property and indicate it in writing without any further specification, and she has every advantage’ [T. Ket. 11:1K-L]. *Now isn’t this what is subject to dispute: In the opinion of R. Judah, who maintains that she has to differentiate the purposes for which she has sold property, we assign the presumptive possession of the property to the heirs, so the widow bears the burden of proof, and in the opinion of R. Yosé, who maintains that she does not have to differentiate the purposes for which she has sold property, we assign the presumptive possession of the property to the widow, so the heirs bear the burden of proof?*”

D. *What makes you so sure? Maybe all parties concur that the estate is assigned to the presumptive ownership of the widow, and the heirs bear the burden of proof, and all R. Judah does is provide some good advice to the situation, so informing us that she does well to keep people from calling her rapacious! For if you don’t take that position, then as to the question that R. Yohanan has already raised, he could well solve the problem by citing the Mishnah passage: “[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 writes, ‘I sold it for support’” [M. 11:3A-G].* [Slotki: The reason for the requirement of a specification for the purpose of the sale that underlies Judah’s ruling should hold good for the Mishnah’s; if the reason is that the estate remains in the presumptive possession of the orphans, the same should apply and Yohanan’s question would easily have been answered.] *So it must follow that no deduction may be derived from the Mishnah, since all R. Judah does is provide some good advice to the situation, and here, too, all R. Judah does is provide some good advice to the situation.*

E. *Or, alternatively, all parties concur that the property is confirmed in the presumptive possession of the heirs, and this is the reason for the view of R. Yosé: He concurs with Abbaye the Elder. For said Abbaye the Elder, “A parable concerning the statements of R. Yosé – to what is the matter to be compared? To the status of the instructions of one who in contemplation of death said, ‘Give two hundred zuz to So-and-so, to whom I owe money; he may accept the money in settlement of the debt if he wants, and if he wants, he may accept them*

as a gift. [97A] If he takes them as a gift, does he not have every advantage?"

- I.7**
- A. How does a widow sell off her late husband's property for her support?
 - B. R. Daniel bar R. Qattina said R. Huna [said], "She makes a sale once in twelve months, and the buyer provides her support once every thirty days."
 - C. And R. Judah said, "She sells once in six months, and the buyer provides her support once every thirty days."
 - D. *It has been taught as a Tannaite statement in accord with the position of R. Huna:* She makes a sale once in twelve months, and the buyer provides her support once every thirty days.
 - E. *It has been taught as a Tannaite statement in accord with the position of R. Judah:* She sells once in six months, and the buyer provides her support once every thirty days.
 - F. *Said Amemar, "The decided law is:* She sells once in six months, and the buyer provides her support once every thirty days."
 - G. *Said R. Ashi to Amemar, "What about R. Huna's ruling?"*
 - H. *He said to him, "I never heard of it," which is to say, "It makes no sense to me."*
- I.8**
- A. *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 (Slotki)] – 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!]"*
 - B. *He said to him, "You have learned in the following Tannaite formulation: The woman may continue to sell off the property until what is left is what is owing for her marriage settlement, and this then is a support for her so that she may*

collect her marriage settlement from what is then left. [Since the widow may then have recourse to what is remaining in the estate (Slotki)], *that shows that only if she left an estate corresponding to what is owing for her marriage settlement may she collect that settlement, but if she didn't leave any part of the estate for that purpose, she may not [collect by seizing lands that she has sold].*"

- C. *But maybe all this rule represents is some good advice to the situation, so informing us that she does well to keep people from calling her rapacious!*
- D. *If that were the case, then the Tannaite formulation should be: She may collect her marriage settlement from what is then left. What is the point of the language, this then is a support for her so that she may collect her marriage settlement from what is then left? It is to teach us, only if she left an estate corresponding to what is owing for her marriage settlement may she collect that settlement, but if she didn't leave any part of the estate for that purpose, she may not [collect by seizing lands that she has sold].*

I.9

- A. *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?*
- B. *Come and take note: Someone sold land to R. Pappa because he needed some money to buy oxen, but it turned out he didn't need it. R. Pappa returned the land to him.*
- C. *R. Pappa went beyond the measure of the law.*
- D. *Come and take note: There was a grain shortage in Nehardea, so everybody sold their houses to buy food. In the end grain came. Said to them R. Nahman, "By law, the houses are to be returned to their owners."*
- E. *That was a sale made in error, for the truth turned up, that the grain ship was waiting in a bay [and had the sellers known the new grain was coming, they wouldn't have sold their houses].*
- F. *If so, what about what R. Ammi bar Samuel said to R. Nahman, "If so, you will cause problems in the future"?*
- G. *He said to him, "So is there a grain shortage everyday?"*
- H. *He said to him, "Well, as a matter of fact, yes, in Nehardea grain shortages are pretty common occurrences."*
- I. *And the decided law is, if someone sold land and discovered he didn't need the money, the sale is retracted.*

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].
- B. R. Simeon says, "A widow at the stage of marriage sells without court [permission]."
- C. "One at the stage of betrothal sells only with court [permission],
- D. "because she has no claim of support.
- E. "And whoever has no claim of support may sell [property of the husband's estate encumbered for the marriage contract] only with court [permission]."

- I.1** 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:] *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. [97B] 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]?*
- B. Said Ulla, "It is on account of keeping her attractive [that it is assumed that he doesn't want her to have to go to court]."
- C. R. Yohanan said, "It is because a man in no way wants to have his wife humiliated by being called to court."
- D. *So what difference does it make?*
- E. *At issue is a divorced woman. In the opinion of him who says, "It is on account of keeping her attractive," a divorced woman would fall under that consideration; but from the perspective of him who said, "It is because a man in no way wants to have his wife humiliated by being called to court," the man won't care what happens to a woman he has divorced.*
- F. *We have learned in the Mishnah: But a divorcée should sell only with court [permission] [M. 11:3G]. Now from the perspective of him who said, "It is because a man in no way wants to have his wife humiliated by being called to court," the*

rule makes sense, since the man won't care what happens to a woman he has divorced. But from the perspective of him who said, "It is on account of keeping her attractive," a divorced woman would fall under that consideration!

G. *Lo, who is the authority behind this rule? It is R. Simeon [who in our Mishnah's rule does not take account of the issue of keeping her attractive].*

H. *Well, then, if it's R. Simeon, lo, he has already made that point earlier, namely: **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].***

I. *What might you otherwise have thought? Only a woman who was widowed at the stage of betrothal is subject to this rule, since, in this case, there is not much affection for her, but in the case of a woman he has divorced, where there will be some residual affection, I might have supposed that the consideration of preserving her attractiveness would enter.*

J. *Yes, but this, too, we already have learned: **And whoever has no claim of support** – and whom is this statement of extension meant to encompass? Is it not to encompass a woman he has divorced?*

K. *No, it is meant to encompass a woman who is in the status of both divorced and not divorced [after betrothal, for example, where the delivery of the writ of divorce is subject to doubt]. That is in accord with what R. Zira said: "In any case in which sages have said, 'She is divorced and not divorced,' the husband remains obligated to provide support."*

L. *Come and take note: Just as a widow may sell her deceased husband's estate without court approval, so may her heirs who inherit her marriage contract sell such property without court permission. Now, from the perspective of him who has said, "It is because a man in no way wants to have his wife humiliated by being called to court," just as he doesn't want her to be humiliated,*

so he doesn't want her heirs to be humiliated. But from the perspective of him who said, "It is on account of keeping her attractive," what consideration of attractiveness affects her heirs!

M. Explained Ulla, "It would be a case in which her daughter inherited her estate, or her sister did [and these women's attractiveness has to be preserved to facilitate their remarriage]."

11:3

- A. [If] she sold off her marriage contract or part of it,
- B. [or] pledged her marriage contract or part of it,
- C. [or] gave away her marriage contract to someone else, or part of it –
- D. she may sell the remainder only with court [permission].
- E. And sages say, "She sells it even four or five times.
- F. "And [in the meantime, before collecting her marriage contract] she sells [it] for support without court [permission], and writes, 'I sold it for support.'"
- G. But a divorcée should sell only with court [permission].

- I.1** 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]:] *Who is the authority behind our Mishnah paragraph [at A-D]?*
- B. *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?*
- C. *But lo, we have heard a tradition that reverses matters, for it has been taught on Tannaite authority: "'And he shall take a wife in her virginity' (Lev. 21:13)*

– thus excluding a pubescent girl, [some of] whose virginity has come to an end,” the words of R. Meir. R. Eleazar and R. Simeon permit him to marry a pubescent girl. [Slotki: The absence of part of her virginity is not tantamount to the absence of the whole of it; Simeon does not regard the absence of a part as the absence of the whole, and rabbis do, which reverses the views here.]

D. *What is at issue there is the interpretation of verses of Scripture. R. Meir takes the view that the meaning of “virgin” standing on its own can extend to one who retains a component of her virginity, but “her virginity” encompasses only one who retains all of her virginity [excluding the pubescent girl]; “in her virginity” covers only a case in which a prior act of sexual relations with her took place vaginally but not anally. R. Eleazar and R. Simeon maintain that “virgin” means, without flaw; “her virginity” means, one who retains only a component of her virginity; [98A] “in her virginity” covers only the one whose entire virginity is intact, without regard to whether any prior act of sexual relations was vaginal or anal.*

I.2 A. *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.”*

- I.3** A. 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?”
- B. *“So why not ask whether a public announcement [prior to the sale of the estate, such as the court would require] is required or not?”*
- C. *He said to him, “The issue of a public announcement does not trouble me, for said R. Zira said R. Nahman, ‘A widow who made the assessment of her husband’s estate for herself has done nothing whatsoever.’ [The heirs can seize the land and refund the amount of her marriage settlement to her.] Now how can we imagine such a case? If she made an announcement of the forthcoming sale, as proper procedure requires, why has she done nothing at all? So is it not a case in which she made the announcement herself, and, since it is said, if she made the assessment in her own behalf, the act is invalid, it follows that, if she made it on behalf of a third party [if she sold the*

estate for her marriage settlement to a third party], what she has done is valid [so no public announcement is required in this case]?”

- D. *“Not at all. It is a case in which there was a public announcement. But what she has done is null, because they say to her, ‘So who told you to make an assessment’”* [Slotki: since neither the court nor the heirs gave her such authorization, the estate remains in the domain of the heirs; if she sells to third parties, her act is valid, since she is authorized to do so].

E. *That is in line with the case of the man with whom a bailment belonging to an estate consisting of fodder was deposited; he assessed them on his own behalf for the sum of four hundred zuz. When the price rose to six hundred, he came before R. Ammi. He said to him, “So who told you to make an assessment?”*

F. *And the decided law is, if the widow sold property not in court, she does have to take an oath, but she doesn’t have to make a public announcement of the forthcoming sale [because she is liable for any loss that is incurred if she fails to do so].*

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 –**
- B. **her marriage contract has been received thereby.**
- C. **[If] her marriage contract was worth a maneh and she sold [land] worth a maneh and a denar for a maneh,**
- D. **her sale is void.**
- E. **Even if she says, “I shall return the denar to the heirs,” her sale is void.**
- F. **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,**
- G. **“and in the case of a vegetable garden, a field of half a qab.”**
- H. **(In accord with the opinion of R. Aqiba, a quarter-qab.)**
- I. **[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, [etc.,] and to the last [fourth] one, what was worth a maneh and a denar for a maneh,**
- J. **the sale to the last one is void.**
- K. **But all the others – their purchase is valid.**

- I.1** 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:] *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]?*
- B. *They say to her, "You yourself have caused the loss."*
- C. *In the case of one that sold [land of her husband's estate] worth a maneh for two hundred zuz, why can't she say, "Well, I'm the one who made the profit for myself"?*
- D. Said R. Nahman said Rabbah bar Abbuha, [98B] "Here, Rabbi has repeated as the Mishnah rule: 'All profit is assigned to the one that owns the money.'" [Slotki: Since the widow was merely acting as agent of the heirs, she cannot lay claim to the profit she has made.]
- E. *"That is as has been taught on Tannaite authority: 'If one more unit was added to the purchases made by an agent, all of the profit is assigned to the agent,' the words of R. Judah. But R. Yosé says, 'The profit is divided [between the agent and the owner]' [cf. T. Dem. 8:3J-L]."*
- F. *But has it not been taught on Tannaite authority: The entire profit is assigned to the owner of the money?*
- G. *Said R. Ammi bar Hama, "That is no problem. The one speaks of something that has a fixed value [Slotki: and since it is not certain in whose favor the additional unit was given away by the seller, its value must be equally divided between the agent and the owner of the money, and the latter, to an item that has no fixed value [Slotki: so that the additional unit cannot be regarded as a gift but as part of the purchase, payment for which was made with the money of the owner; hence it is the latter who gets the added unit]."* [Slotki: Thus it has been shown that our Mishnah paragraph, which deals with land, something lacking a fixed value, and assigns the profits to the original owner, the estate, is in agreement with the view of Yosé.]
- H. *Said R. Pappa, "The decided law is, in the case of something that has a fixed value, they divide it; in the case of something that does not have a fixed value, the whole is assigned to the one who owns the money."*
- I. Well, what does R. Pappa tell us [that we didn't know before]?

J. That the reply that was given is a valid reply.

- I.2** A. *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?*
- B. *Said R. Jacob of Nehar Peqod, “Come and take note: [The agent who carried out his errand and thereby inadvertently committed an act of sacrilege – the householder who appointed the agent is responsible and has committed the act of sacrilege. If the agent did not carry out his errand in committing an act of sacrilege, the agent is responsible and inadvertently has committed the act of sacrilege....] If he said to guests, “Give them one piece each,” and he [the agent] said, “Take two each,” but they took three each, all of them are guilty of committing an act of sacrilege [M. Me. 6:1A-J]. Now, if you maintain that the agent is merely adding to the instructions that he has received, it is on that count that the household is responsible for the act of sacrilege. But if you maintain that the agent is violating the instructions of the householder, then how in the world has the householder committed an act of sacrilege? And have we not learned in the same Mishnah paragraph: **The agent who carried out his errand and thereby inadvertently committed an act of sacrilege – the householder who appointed the agent is responsible and has committed the act of sacrilege. If the agent did not carry out his errand in committing an act of sacrilege, the agent is responsible and inadvertently has committed the act of sacrilege?***
- C. *Here with what situation do we deal? It is one in which the agent said to the guests, “Take one with the full knowledge and consent of the householder, one with my full knowledge and consent,” but they took three.*
- D. *Come and take note: [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. Isn’t this a case in which she sold [land] worth a maneh and a denar for a maneh and a denar? And the meaning of for a maneh is the maneh that was owing to her, and the sense of the matter is, **Even if she says, “I shall return the denar to the heirs,”** by buying back for them land to the value of a denar? And nonetheless, it says, **her sale is void.** [Slotki: As the woman is in a*

position similar to the agent spoken of just now, it follows that as her sale is void, so is the action of that of the agent.]

- E. *Said R. Huna b. R. Nathan, “No. This is a case in which [99A] she sold the land at a lower price.”*
- F. *Well, if the closing part of the passage deals with a case in which she sold the land at a lower price, then the opening passage must treat a situation in which she did not sell the land at a lower price, for what we have at the end is a Tannaite formulation as follows: [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, [etc.] 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. [Slotki: The two clauses do not necessarily lay down the same principle.]*
- G. *Not at all. The opening clause and the closing one both refer to a sale at a lower price, and what we are told in the final clause is this: The reason that her sale is void is that she has sold at a lower price property that belonged to the estate [exceeding in value the amount that was owing to her], but if she had done this with her own land [land sold to the first three persons, with the extra land for the denar still hers (Slotki)], what she did was a valid sale [Slotki: because the law of overreaching is inapplicable to landed property, even where the error amounted to as much as a sixth of the value, much less when it is no more than a hundredth].*
- H. *But surely this is to be inferred from the opening clause on its own: 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. [Slotki: This shows that where the additional land sold constituted part of the woman’s due, her sale is valid.]*
- I. *Had this further point not been made, what might you otherwise have supposed? That the ruling that the sale is valid if the land belongs to the woman [following Slotki] is because she has completely severed her relationship from that household, but here, we should make a decree covering the initial maneh, holding that sale invalid, as a precautionary measure lest the sale of the last maneh’s worth be deemed invalid; now we are informed, through this formulation of matters, that that is not the case.*

J. *There are those who present the matter in the following formulation:*

K. *There is no question in the case of a man who 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]. Certainly the agent has simply added to the instructions, and the buyer acquires possession of a letek. Where there is a problem it concerns a case in which he said to him, "Go, sell a kor’s size of property for me," and the agent went and sold a letek’s size of property [which is less]. What is the ruling? Do we say, the agent may say to the principal, "I did you a favor, for if you didn’t sell because you needed the money, you would not have been able to retract on the sale"? Or do we say that the owner has every right to answer him, "I really don’t want so many deeds to be held against me"?*

L. *Said R. Hanina of Sura, "Come and take note: [If] he gave him a golden denar [= six selas] [and] said to him, "Bring me a shirt," and he went and brought him a shirt for three selas and a cloak for three, both of them have committed an act of sacrilege [M. Me. 6:4F-H]. Now, if you maintain that, in a case such as this, the agent has simply carried out his instructions but added to what he said, then we can understand why, on that account, the householder is guilty of having committed an act of sacrilege. But if you maintain that the agent has violated his instructions, then why is the householder responsible for an act of sacrilege?"*

M. *Here with what situation do we deal? It is one in which he brought back a shirt worth six selas for three.*

N. *If so, on what basis is the agent guilty of committed an act of sacrilege?*

O. *It is on account of buying the cloak, too.*

P. *If so, then what about what follows: R. Judah says, "The householder has not committed an act of sacrilege, for he says to him, 'I wanted a large shirt, and you brought me a small and poor one'" [M. Me. 6:4I-J]?*

Q. *What is the meaning of "poor"? It is, "poor in regard to its price." For the householder can say to him, "Had you brought me one for six selas, I would have made that much more, since it would*

have been worth twelve [Slotki: the higher the price, the higher in proportion the profit]. *A close reading of the passage, too, yields the same result, for a further Tannaite statement goes as follows: R. Judah concedes that if business had to do with pulse, both the owner and the agent are guilty of an act of sacrilege, [99B] for pulse that sells for a sela is like pulse that sells for a perutah [T. Me. 2:10I-J]* [Slotki: no advantage is gained in making a bigger purchase; the owner's wish in this case, unlike that of the shirt, may be regarded as having been carried out; thus it has been shown that the reason Judah exempts the owner in the case of the shirt is the one indicated]. *Doesn't that prove the point?*

R. *Well, how is the dealing in pulse to be interpreted? Should one suppose that it is a place in which pulse is sold through a rough estimate? Then doesn't someone who pays a sela get it at a much cheaper rate* [than one who buys for a penny? The more you spend, the more you get when the volume is just a rough guess? So how can you say that no advantage is gained from the purchase of the larger quantity (Slotki)]?

S. *Said R. Pappa, "It is a place in which each kanna is sold for one perutah [so there really is no advantage to buying in volume]."*

T. *Come and take note: [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, [etc.,] 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.* [Slotki: It is valid even though at the time she sold to each of the first three persons, she was authorized to sell much more; as these sales of the woman, analogous to an agent's sale of a letek when told to sell as much as a kor, are valid, so one would expect the sale of the agent to be valid.]

U. *The answer to that question accords with what R. Shisha b. R. Idi said, "We deal with small plots of land," and here, too, we deal with small plots of land.*

- I.3** A. Obviously, if the principal said, "Sell the land to one person, but not to two," and he sold it to two, the sale is null, since he explicitly said, "To one, not to two." *But what if he said to make the sale to one person, without any further specification?*

- B. R. Huna said, “The language, ‘To one person,’ bears the implication, ‘But not to two.’”
- C. R. Hisda and Rabbah bar R. Huna both said, “The language, ‘To one,’ bears the sense, ‘Or even to two,’ ‘To one,’ ‘Or even to a hundred.’”

I.4 A. *R. Hisda came to Sura. R. Hisda and Rabbah bar R. Huna came to him. They said to him, “In such a case, what is the ruling?”*

B. *He said to them, “The language, ‘To one,’ bears the sense, ‘Or even to two,’ ‘To one,’ ‘Or even to a hundred.’”*

C. *They said to him, “Even though the agent made a mistake?”*

D. *He said to them, “I did not refer to a case in which the agent made a mistake.”*

E. *They said to him, “But lo, did the master not state, ‘The law of overreaching does not apply to real estate transactions?’”*

F. *“That ruling applies only where the principal erred, but if the agent made the mistake, the owner can say to him, ‘I sent you to do me good, not to do me ill’ [and the sale is invalid].”*

G. *“And on what basis do you maintain that we distinguish the agent from the owner?”*

H. *“As we have learned in the Mishnah: **One who says to his agent, “Go and separate heave-offering [for me]” – he [the agent] separates heave-offering in accordance with the disposition of the householder. [And] if he does not know the disposition of the householder, he separates the average amount, one-fiftieth. [If the agent at A-B or C-D unintentionally] separated one-tenth less or more [than the percentage he needed to separate] – that which he separates [still] is [valid] heave-offering [M. Ter. 4:4A-G].** In respect to the owner, by contrast, it is taught on Tannaite authority: If the owner was designating heave-offering, and there came up in his hand even so much as a twentieth of the produce, what he designates as heave-offering is validly so designated” [Slotki: and this proves conclusively that a distinction is made between an error made by an owner and one made by his agent].*

I. *“Come and take note: **[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, [etc.,] 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.”

J. Said R. Shisha b. R. Idi, “We deal with the sale of small plots of land.”

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.
- B. Rabban Simeon b. Gamaliel says, “Their sale is confirmed.
- C. “For if it is so [that the sale is void], of what value is the decision of a court?”
- D. But if they drew up a deed of inspection,
- E. even if they sold what was worth a maneh for two hundred, or what was worth two hundred for a maneh,
- F. their sale is confirmed.

I.1 A. *The question was raised: As to an agent [who erred in making a sale] – how is he to be classified?*

- B. **[100A]** Raba said R. Nahman said, “The agent is classified like the judges [and is subject to the law governing their actions].”
- C. R. Samuel bar Bisna said R. Nahman said, “He is classified like a widow [and is subject to the law governing her actions].”

D. Raba said R. Nahman said, “The agent is classified like the judges [and is subject to the law governing their actions]”: *Just as the judges are not dealing with their own property, so the agent is not dealing with his own property – thus excluding the case of the widow, who is acting in her own account.*

E. R. Samuel bar Bisna said R. Nahman said, “He is classified like a widow [and is subject to the law governing her actions]”: *Just as the widow is an individual [and not a court, made up of three persons], so the agent is an individual, excluding then a court, which is made up of a collectivity of persons.*

F. *And the decided law is,* “The agent is classified like a widow.”

G. *But how does this matter differ from that which we have learned in the Mishnah: One who says to his agent, “Go and separate heave-offering [for me]” –*

he [the agent] separates heave-offering in accordance with the disposition of the householder. [And] if he does not know the disposition of the householder, he separates the average amount, one-fiftieth. [If the agent at A-B or C-D unintentionally] separated one-tenth less or more [than the percentage he needed to separate] – that which he separates [still] is [valid] heave-offering [M. Ter. 4:4A-G]? [A slight error does not render the agent's action null (Slotki).]

H. *In that case, since there are people who designate a liberal proportion of the crop as heave-offering and others who designate only niggling proportion, the agent can say to you, "This is what I reckoned would be what you wanted. But here there was a mistake, and the owner can say to him, "You should not have made a mistake."*

- I.2** A. **[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."
- B. *But doesn't R. Nahman concede the argument, if it is so [that the sale is void], of what value is the decision of a court? For didn't R. Nahman say Samuel said, "When orphans come to divide up their father's estate, the court appoints a guardian for them who selects for them the best share. When they grow up, they have the right to reject his choice [and demand a new division, so the guardian's power pertains only to the yield of the estate up to the time of the protest]," while in his own account, R. Nahman says, "When they grow up, they do not have the power to reject the guardian's choice in their behalf, for otherwise, what is the value of the court's power anyhow"?*
- C. *That presents no contradiction, the statement in Samuel's name speaks of a case in which the guardians erred, the ruling in his own name speaks of a case in which no error was made.*
- D. *Well then, if no error was made, on what basis do they register their protest?*
- E. It concerns the adjacent fields [the fields are too far from those they already owned (Slotki)].

I.3 A. *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.”*

B. *That is the Tannaite version of R. Dimi. But this is how R. Saфра set forth the Tannaite version: “There was a case, in which Rabbi planned to rule 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?’ So Rabbi did not carry out his decision.”*

C. *May we say that the following is what is at issue between the two versions: The one authority [Dimi] takes the view that if one has made an error in a matter set forth in the Mishnah, the decision is reversed, and the other master maintains that if one has made an error in a matter set forth in the Mishnah, the decision is not reversed?*

D. *Not at all. All masters concur that if one has made an error in a matter set forth in the Mishnah, the decision is reversed, and here what is at issue? One master holds that the actual incident was as he said, and the other maintains that the actual incident was as he said.*

I.4 A. *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 (Slotki)] – 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. *So what else is new?*

C. *In regard to the widow, to be sure, it is hardly necessary to say so, but it is necessary to make the matter explicit with respect to the court. For what might you otherwise have supposed? [100B] Whoever buys a property from the court does so in order to gain the benefit of a public announcement [which will guarantee that if there was some other, prior claim on the land, the question would be raised and therefore the buyer’s title would be a secure one]. So we are informed that the responsibility for the indemnity if such should come about remains with the estate.*

- II.1** A. **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”:**
- B. To what extent [of an error does the sale remain valid]?
- C. *Said R. Huna bar Judah said R. Sheshet, “Up to half the true value.”*
 D. *So, too, it has been taught on Tannaite authority: Said Rabban Simeon b. Gamaliel, “A court that sold a field worth two hundred zuz for a maneh, or what is worth a maneh for two hundred zuz, their sale is confirmed.”*
- II.2** A. 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.”
- B. *“...are treated as...”! They most certainly have erred on a Mishnah teaching! For it has been taught in the Mishnah in so many words: [The proclamation of the sale of goods of] orphans evaluated [by the court to meet the father’s debt] is for thirty days. And [the proclamation of the sale of goods of] the sanctuary evaluated [by the court] is for sixty days. And they make an announcement morning and night [M. Ar. 6:1]!*
- C. *Had I had to derive the law from that passage, I might have supposed that that is the rule in the case of an agent, but as to a court, I should not have known the law; so we are taught [by Joseph] that the law applies also to a court.*
- D. *R. Ashi objected to Amemar: “ [If] the estimate of the value made by judges was a sixth too little or a sixth too much, their sale is void. So if it was a price that corresponded to the true value of the land, the sale is valid – and isn’t that even where there was no public announcement!”*
- E. *“No, it speaks of a case in which an announcement was made.”*
- F. *“Yeah, well, then, if the final clause speaks of a case in which an announcement was made, shouldn’t the opening clause likewise speak of a case in which no announcement was made, for in the final clause what we have is, 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?”*
- G. *“In point of fact, the first clause speaks of a case in which there was no public announcement of the coming sale, but there is no real contradiction. The one*

refers to things that can be sold only after a public announcement, the other to things concerning which no public announcement is required, for example, slaves, movables, and bonds.”

- H. *What’s the reason in connection with slaves?*
- I. If they heard, they might try to escape.
- J. *What’s the reason in connection with movables and bonds?*
- K. They might be stolen.
- L. *Anyhow, if you prefer, I shall explain:* The one refers to an occasion on which a public announcement is issued, the other, when no public announcement is issued.
 - M. *For the Nehardeans say, “To pay the poll tax in behalf of the heirs, to pay maintenance for the widow or daughter, and to pay funeral expenses, an estate may be sold without a public announcement [since the money is needed right away; in like manner, the widow who acts along these lines is not required to take an oath for actions taken between death and burial, owing to the urgency of the situation].”*
- N. *Or, if you prefer, I shall explain:* The one refers to a locale in which they make a public announcement, the other, to a locale in which they do not do so, for said R. Nahman, “A bill of inspection of property up for sale has never been issued in Nehardea [permitting public inspection of what will be auctioned off].” *On the strength of the statement that R. Nahman made, it might be inferred that the reason is that they were not expert at making assessments, but said to him R. Joseph bar Minyumi, “To me personally did R. Nahman explain, ‘It is because people call them, “Those who eat up property that is publicly auctioned off.”’”*

- II.3**
- A. Said R. Judah said Samuel, “As to movables belonging to an estate, they are assessed and sold off right away.”
 - B. R. Hisda said Abimi [said], “They are sold off in the market.”
 - C. *They really don’t differ. The one speaks of a locale near a market, the other, one not near a market.*

- II.4**
- A. *R. Kahana had in hand some beer belonging to R. Mesharshayya b. Hilqai, an orphan, which he kept until the festival of Tabernacles. He said, “Even though it may deteriorate, at that time it will sell promptly [at a higher price].”*

- II.5** A. *Rabina had in hand some wine that belonged to Rabina the Younger, his sister's son, and some wine of his own, which he was going to take up to Sikara. He came to R. Ashi and asked him, "May I take the other wine with mine?"*
 B. *He said to him, "You may [sell both together], it's no better than yours."*

11:6

- A. (1) A girl who exercised the right of the refusal, (2) a woman in a secondary remove of prohibited relationship [M. Yeb. 2:4], and (3) a sterile woman
- B. do not have a claim on a marriage contract,
- C. nor on the increase [on plucking property], nor on maintenance, nor on indemnity [for wear of clothing].
- D. But if to begin with he married her as a sterile woman, she has a claim on a marriage contract.
- E. 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
- F. do have a marriage contract.

- I.1** A. *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."
- B. *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."

- I.2** A. *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. [101A] One who goes forth with a writ of divorce does have to wait for three months.”

B. *Well, so what does he propose to tell us, since we have already learned all of these items as a Tannaite statement: She who exercises the right of refusal against a man – he is permitted to marry her kinswomen, and she is permitted to marry his kinsmen. And he has not invalidated her for marriage into the priesthood. [If] he gave her a writ of divorce, he is prohibited from marrying her kinswomen, and she is prohibited from marrying his kinsmen. And he has invalidated her for marriage into the priesthood [M. Yeb. 13:4A-F].*

C. *What was required was the detail about waiting for three months, specifically, that she does not have to do so.*

I.3

A. *May we propose that Rab and Samuel differ on what is under dispute between the following Tannaite authorities:*

B. R. Eliezer says, “The deed of a minor is null. Her husband has no right to keep anything she finds nor to keep her wages nor to remit her vows nor to inherit her estate, nor does he contract corpse uncleanness to bury her if he is a priest. The governing principle: She is not in the status of his wife for any purpose at all, though she has to exercise the right of refusal.”

C. And R. Joshua says, “Her husband does have the right to keep anything she finds, to keep her wages, to remit her vows, and to inherit her estate, and he does contract corpse uncleanness to bury her if he is a priest. The governing principle: She is not in the status of his wife for any purpose at all, though she does get to leave him, if she chooses, through the exercise of the right of refusal” [T. Yeb. 13:3C-K].

D. *May we then say that Rab accords with R. Eliezer, and Samuel, R. Joshua?*

E. *As to the position of R. Eliezer, Rab and Samuel do not differ at all. Where there is a dispute, it concerns the position of R. Joshua. Samuel accords with the position of R. Joshua, and Rab said, “R. Joshua takes the position that he does there only with regard to benefits that come from her to him, but not those that come from him to her.”*

II.1 A. Nor on indemnity for wear of clothing:

- B. *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. *Reflecting on this item, R. Pappa [wondered], "To which classification of woman does this statement make reference? Should I say that it makes reference to the girl who has exercised the right of refusal? But then, if the articles were still in existence, then one way or the other, she would have the right to get them back, and if the items were no longer available, in neither case would she have the right to get them back, hence the statement would make no sense in that context. Then what about the woman who is infertile? Here again, if the articles were still in existence, then one way or the other, she would have the right to get them back, and if the items were no longer available, then the ruling should be the opposite: She should receive plucking property, since the capital always remains subject to her title, but she should not receive iron flock property, since the capital's title does not remain in her possession. So it must refer to a woman in a secondary remove of prohibited relationship. Here rabbis have imposed an extrajudicial penalty upon the woman in regard to what is owing to her from the man, and upon the man in regard to what is owing to him from the woman."*
- D. *Said R. Shimi bar Ashi, "From what R. Kahana has said, it follows that if a valid wife brought to the marriage a cloak, the article is treated as capital, and he may not continue to wear it until it is worn-out."*
- E. *But didn't R. Nahman say, "A cloak is classified as produce"?*
- F. *So he disagrees.*

III.1 A. Nor on a marriage contract:

- B. *Said Samuel, "This refers only to the maneh or two hundred zuz, but as to the additional dowry, she is entitled to receive that."*
 - C. *So, too, it has been taught on Tannaite authority: As to the women concerning whom sages have said, "They receive no marriage settlement," for example, the girl who exercises the right of refusal and others in her classification, they do not receive the maneh or two hundred zuz, but they have every right to get the additional sums specified as the dowry. Women of whom sages have said, they go forth without a marriage settlement, for example, she who violates the law and others of her classification, they do not receive the additional*

dowry, all the more so, the maneh or two hundred zuz. She who goes forth on account of ill repute takes what's hers and gets out.

D. *That supports the view of R. Huna, for said R. Huna, "If a woman fornicated, she does not on that account lose [101B] those worn-out articles that are still in hand."*

E. *A Tannaite memorizer repeated before R. Nahman, "If a woman fornicated, she does lose those worn-out articles that are still in hand."*

F. *He said to him, "If she has fornicated, have her garments fornicated, too? Repeat the Tannaite statement as, she does not on that account lose those worn-out articles that are still in hand."*

G. Said R. Yohanan, "This represents the position of R. Menahem, presented without attribution [as many of his teachings are], but sages say, 'She does not on that account lose those worn-out articles that are still in hand.'"

IV.1 A. But if to begin with he married her as a sterile woman, she has a claim on a marriage contract:

- B. Said R. Huna, "A sterile woman is sometimes classified as a wife and sometimes not; a widow always is classified as a wife.
- C. "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.
- D. "A widow always is classified as a wife: whether or not he knew she was a widow, she gets a marriage settlement."
- E. And R. Judah says, "All the same are women in this category and that: they are sometimes classified as a wife, sometimes not.
- F. "If the husband was aware of her situation, she gets a marriage settlement, and if he wasn't, she doesn't."
- G. *It was objected:* If a high priest married a woman in assuming that she was thus [a widow], and it turned out that she was thus, she still has a right to a marriage settlement. *Lo, if he married her without articulating such an assumption, she has no marriage contract.*

- H. *Don't maintain, if he married her without articulating such an assumption, she has no marriage contract, but rather, if he consummated the marriage in the assumption that she was not so, but it turned out that she was so, she has no marriage settlement, but then what would be the rule if he married her without articulating such an assumption? She has a marriage settlement.*
- I. *Then, instead of formulating the Tannaite statement as, if a high priest married a woman in assuming that she was thus [a widow], and it turned out that she was thus, she still has a right to a marriage settlement, it would have been better to inform us of the rule covering a marriage without an articulated premise, and all the more so would this case have been covered! And moreover, it has been taught as a Tannaite statement in so many words: If he married her in the supposition that she was a widow and it turned out that he was right, she gets a marriage settlement, but if not, she doesn't. Doesn't this refute R. Huna?*
- J. *R. Huna was led into error by our Mishnah rule. He supposed that, since the Mishnah paragraph makes a case between knowledge and ignorance in the case of a woman who was sterile but makes no such distinction in the case of a widow, it would follow that, in the case of a widow, even if the man married her without an articulated premise, she still would get a marriage settlement. But that is not the case. When the Tannaite statement made reference to the case of the widow, the framer also had in mind to refer to the distinction that was already made in the case of the infertile woman.*