DAF Notes
Insights into the Daily Daf
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Betroth me with these

Rava said: That which we learned in the *Mishna* (*that the dates cannot combine for a perutah when she eats them one by one*) is only when he said, "Betroth me with this, and with this, and with this." However, if he said, "Betroth me with these," even if she eats them as he gives them, she is *mekudeshes*, for she is eating her own dates (*since his declaration was over before he even began giving her the dates; each date given afterwards is not a deposit and therefore a loan; rather, it is part of the kiddushin*).

The *Gemora* cites a *braisa* which supports Rava: If he (a man) says (to a woman), "Become betrothed to me with an acorn, a pomegranate and a nut," or if he says to her, "Become betrothed to me with these" (and then he gave her the items one by one) - if they are all together worth a perutah, she is betrothed; if not, she is not betrothed.

The braisa continues: "(Become betrothed to me) with this and this and this" - if they are all together worth a perutah, she is betrothed; if not, she is not betrothed.

The braisa cites one last case: "(Become betrothed to me) with this one" - whereupon she took and ate it; "with this one" - and she took it and ate it; "and also with this one, and also with this one" - she is not betrothed unless one of them is worth a perutah.

[The Gemora explains the proof to Rava] Now, what are the circumstances of the case: "with an acorn, a pomegranate, and or a nut"? If you will assume that he said to her, 'either' with an acorn,'or' with a pomegranate, 'or' with a nut, the following difficulty arises: 'If they are altogether worth a perutah she is betrothed'! But he said: 'or'!? And if it means, 'with an acorn and a pomegranate and a nut,' - then it (the case) is exactly the same as (the case of) 'with this and with this'!?

Rather, it must surely mean that he said to her, 'with these.'

The Gemora asks: But since the second clause teaches: 'or if he said to her, "Become betrothed to me with these," it follows that the first clause does not refer to 'with these'!?

It must be understood as an explanatory clause. "Become betrothed to me with an acorn, a pomegranate and a nut" - that is, where he said, "Become betrothed to me with these."

Now, the final clause teaches: "(Become betrothed

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to me) with this one" - whereupon she took and ate it; if one of them is worth a perutah she is betrothed, but if not, she is not betrothed. Whereas the first clause draws no distinction whether she eats them or sets them down. This proves that whenever he says to her, 'with these,' if she eats them (even as she is receiving them), she is eating what belongs to her (and it can be counted together with the other items to equal a perutah). This indeed proves it.

[The Gemora reverts to the argument between Rav, Shmuel and Rabbi Ami:] That (that the Mishna is referring to the woman eating the dates) is well according to the view that it refers to the second Clause (of the Mishna that the man's declaration included all dates), and the phrase 'unless one of them is worth a perutah' means unless the last is worth a perutah (according to the explanation of R' Ami). Then here too (in the braisa just quoted), it means, unless the last is worth a perutah. But according to Rav and Shmuel, who both maintain that it (when the Mishna discusses the woman eating dates) refers to the first clause (where the man made a separate declaration regarding each date), it (that a perutah of any date is required) being necessary to state the case of eating: here (in the braisa), comprehensive statements are given, but not separate declarations!?

The Gemora answers: Who is the Tanna of the braisa? It is Rebbe, who said: There is no difference between 'the size of an olive, the size of an olive,' and (where he said) 'the size of an olive, the size of an olive,' (or whether he said) 'the size of an olive, and the size of an olive,' they are both separate declarations. (46b – 47a)

Betrothing with a Loan

Rav said: If one betroths a woman by giving her a loan (*that he had lent her*), it is invalid (*for he is not giving her anything now, and the money of the loan was hers already, for it was meant to be spent*).

The *Gemora* asks: Is that which Rav said a matter which is disputed amongst the *Tannaim*? For we learned in a *braisa*: If one betroths a woman by giving her a loan, she is not *mekudeshes*. And some say that she is *mekudeshes*. Are they arguing about the following point? One *Tanna* holds that the money was loaned to her in order to be spent, while the other one disagrees (*and holds that the borrower is required to have the principal in his possession at all times; he may use the money for investment purposes; accordingly, the money remains in the possession of the lender, and he can use it for kiddushin*).

The *Gemora* counters that this cannot be the correct interpretation of the argument, for the latter part of the *braisa* says that they both agree that a loan can effect a transaction in a case of a sale. Now if a loan is given to be spent, why would the sale be valid; there was no *kinyan*!?

Rav Nachman said: Our friend Huna understood the *braisa* to be discussing something entirely different. We are dealing with a case where he said, "Become betrothed to me with a *maneh*," and upon counting the coins, it was found that a *dinar* was missing. [*He told her that the dinar should be regarded as a debt to her.*] One *Tanna* holds that the *kiddushin* is invalid

because she will be too embarrassed to claim the money from him. The other *Tanna* disagrees and holds that she will not be embarrassed.

The *Gemora* asks: But Rabbi Elozar had stated: If a man says to a woman, "Become betrothed to me with a *maneh*," and he only gives her a *dinar*, she is betrothed, but he must give her the money he owes her. Is he teaching this only according to one *Tanna*?

The *Gemora* answers: It is embarrassing to claim the missing *dinar* from the *maneh* (*because it is only a small amount*); however, everyone would agree that it is not embarrassing for her to claim ninety-nine *dinars* (*for this is a significant amount*)

The *Gemora* challenges Rav from a *braisa*. The *Gemora* concludes that we had a corrupt version of the *braisa*. Rava emends the *braisa* to read as follows: Regarding a loan, even if a *perutah's* worth of the original loan still remains by the woman, she is not *mekudeshes*. Rabbi Shimon ben Elozar says in the name of Rabbi Meir: A loan is like a deposit (*and as long as a perutah remains from the original deposit, she will be mekudeshes*).

Rabbah heard the Beis Medrash scholars explain the argument as follows: The *Tanna Kamma* holds that the borrower gains possession of the loan immediately (*and the lender cannot retract*) and he is responsible for any misfortunes that might occur with the money (*even before he uses the money*). Rabbi Shimon ben Elozar in the name of Rabbi Meir maintains that the lender still retains ownership of the money (*that he can retract from the loan before the borrower spends it*) and he is responsible for any misfortunes that might occur with the money (*he will be forced to suffer the loss*). Rabbah said to them: They both agree that the borrower gains possession of the loan immediately with respect to being responsible for any misfortunes that might occur with the money. The reason is because it cannot be any worse than when he borrows an object. A borrower of an object must return the object intact and he responsible for any misfortunes that might occur with the object; so a loan, which is not required to be returned intact, should certainly be responsible for it as soon as he receives the money. The only dispute amongst the *Tannaim* is regarding the lender's ability to retract.

The *Gemora* asks: But Rav Huna said: If a man borrows an axe from his neighbor, once he chops wood with it, he acquires it; if he does not chop wood with it, he does not acquire it (*and the lender may retract*). Is he teaching this only according to one *Tanna*?

The *Gemora* answers: They only argue by a loan, since it is not required to be returned intact. However, with respect to a borrowed object, everyone agrees that if the borrower does not use it, he has not acquired it (*and the lender may retract, for the only right that the borrower has is to use it*).

The *Gemora* challenges Rav from a *braisa*. The *Gemora* concludes that the *braisa* is not discussing a case where the man is forgiving her debt, and therefore, it is not a question on Rav. It is discussing cases where the man gave her authorization on a note of indebtedness of others; one case is where the loan was recorded in a document and another

case is where the loan was done orally. Rabbi Meir holds that she is *mekudeshes* and the *Chachamim* hold that she is not *mekudeshes*.

The *Gemora* explains the argument in each case: The dispute by a loan recorded in a document is the same argument as Rebbe and the *Chachamim* have elsewhere. For we learned in a *braisa*: Debt documents can be acquired by handing over the documents; these are the words of Rebbe. The *Chachamim* say: The documents will not be acquired unless the seller writes a bill of sale, and the document must be handed over. [*In our case, the husband merely gave her the document, but he did not write for her a bill of sale.*] Rabbi Meir holds like Rebbe (*and therefore the kiddushin is valid*). The *Chachamim* do not hold like Rebbe (*and the kiddushin is not valid, for he did write for her a bill of sale*).

Alternatively, they both do not hold like Rebbe (*and here, the husband did write a bill of sale for her*), and they argue about that which Rav Pappa said, for Rav Pappa said: If one is selling a loan document, he must write, "I am selling you the loan document and all the liens included in it." The *Chachamim* hold of Rav Pappa's ruling, whereas Rabbi Meir does not.

Alternatively, they both hold of Rav Pappa's ruling, and they argue about that which Shmuel said, for Shmuel said: If a man sold a loan document to another person and then he (*the seller*) released the debtor, the latter is legally released (*and the buyer cannot collect the debt*); and, moreover, even the creditor's heir may release the debtor. The *Chachamim* hold of Shmuel's ruling (*and the kiddushin is not valid, for the woman is not secure that she will be able to collect the debt, for the husband can still release the debtor*), whereas Rabbi Meir does not.

Alternatively, they both hold of Shmuel's ruling, and they argue regarding a woman. Rabbi Meir holds that the woman will trust the man that he will not forsake her and release the debtor, whereas the *Chachamim* maintain that she will not be secure. (47a – 48a)