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If an ox while intending to gore another ox injures a woman who [as a result] miscarries, no compensation need be made for the loss of the offspring (for only a person who causes a miscarriage is obligated to pay). But if a man, while meaning to strike another man, [incidentally] struck a woman who thus miscarried, he is obligated to pay compensation for the loss of the offspring.

How is the compensation for [the loss of] offspring fixed? The estimated value of the woman before her miscarriage is compared with her value after miscarriage. Rabban Shimon ben Gamliel said: If this is so, a woman after having given birth increases in value. It is therefore the value of the offspring which has to be estimated.

This amount will be given to the husband. If, however, the husband is no longer alive, it would be given to his heirs. If the woman was a Canaanite maidservant who had been emancipated, or a convert [and the husband, also a convert, is no longer alive], the damager is exempt.

The Gemora notes: The reason why there is exemption is because the ox was intending to gore another ox, from which we infer that if it was intending to gore the woman, there would be liability to pay. Will this not be in contradiction to the view of Rav Adda bar Ahavah? For did not Rav Adda bar Ahavah state that [even] where oxen were intending to gore a woman, there would [still] be exemption from paying compensation for [the loss] of the offspring?

Rav Adda bar Ahavah might reply: The same ruling [of the Mishnah] would apply even in the case of oxen intending to gore a woman, where there would similarly be exemption from paying compensation for [the loss of] the offspring. And as for the Mishnah saying: if an ox while intending to gore another ox, the reason is that, since it was necessary to state in the concluding clause: But if a man, while meaning to strike another man (struck a woman who thus miscarried), this being the case stated in Scripture, it states in the commencing clause as well: If an ox while intending to gore another ox (injures a woman who as a result miscarries).

Rav Pappa said: If an ox gores a woman-slave, causing her to miscarry, there would be liability to pay for the loss of the offspring. The reason for this is because [in the eyes of the law] it was merely a case of a pregnant donkey being injured, for Scripture states: *Stay here by yourselves with (im) the donkey*, thus comparing this nation (am) to a donkey.

The Mishna had stated: How is the compensation for [the loss of] offspring fixed?

The value of the offspring!? Should it not have also been called 'the increase in [the woman's] value caused by the offspring'?

The Gemora answers: This indeed was what was meant: How is the compensation for the offspring and for the increase [in the woman's value] due to offspring fixed? Her estimated value before giving birth is compared with her value after giving birth (and the difference is regarded as the value of the offspring and of her appreciation through the offspring).

The Mishna had stated: Rabban Shimon ben Gamliel said: If this is so, a woman after having given birth increases in value.

The Gemora asks: What did he mean by this statement?

Rabbah said: He meant to say as follows: Does a woman increase in value before giving birth more than after? Doesn't a woman increase in value after giving birth more than before giving birth? It is therefore the value of the offspring which has to be estimated, and this amount will be given to the husband.

It was taught in a braisa to the same effect: Does the value of a woman increase more before giving birth than after giving birth? Doesn't the value of a woman increase after having given birth more than before giving birth? It is therefore the value of the offspring which has to be estimated, and this amount will be given to the husband.

Raba, however, said: What is meant is as follows: Is a woman's increase in value wholly for [the benefit of the husband for] whom she bears, and has she no share at all in the increase [in the value] due to the offspring? It is therefore the value of the offspring which has to be estimated and this amount will be given to the husband, whereas the amount of the increase [in the value] caused by the offspring will be shared equally [between husband and wife].

It was similarly taught in a braisa: Rabban Shimon ben Gamliel said: Is the increase in a woman's value wholly for [the benefit of the husband for] whom she bears, and has she herself no share at all in the increase [in her value] due to the offspring? No; there is a separate estimation for the damage [to the woman] by itself and also for pain by itself, and the value of the offspring is estimated and given to the husband, whereas the amount of the increase in her value caused by the offspring will be shared equally [between husband and wife].

The Gemora asks: But isn't Rabban Shimon ben Gamliel contradicting himself?

The Gemora answers: There is no contradiction, for one case (the first braisa) is that of a woman bearing her firstborn (and her value decreases, as it is not known if she will survive childbirth), and the other of a woman who is not bearing a firstborn.

The Gemora asks: What was the reason of the Rabbis who stated that the amount of the increase [in the

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woman's value] due to the offspring also belongs to the husband?

The Gemora answers: As it was taught in a braisa: From the words: *and her offspring are miscarried* – do I not understand that the woman was pregnant? Why then [the words] *pregnant woman*? It is to teach you that the payment for the increase in her value due to pregnancy belongs to the husband.

The Gemora asks: How then does Rabban Shimon ben Gamliel expound the phrase '*pregnant woman*'?

The Gemora answers: He required it for that which was taught in the following braisa: Rabbi Eliezer ben Yaakov says: Liability is never incurred except when the blow is given over opposite her womb.

Rav Pappa said: Do not say that this means literally opposite her womb, but rather, wherever the heat of the blow is communicated to the child [will suffice]; what is excluded is a blow on the hand or foot, where there would be liability.

The Mishna had stated: If the woman was a Canaanite maidservant who had been emancipated, or a convert [and the husband, also a convert, is no longer alive], the damager is exempt.

Rabbah said: This rule applies only where the blow was given during the lifetime of the convert [husband] and it was only after this that he died, for since the blow was given during the lifetime of the convert, he acquired it [i.e., title to the impending payment for the offspring], so that when he subsequently died (without heirs), the defendant acquired it from him, but where the blow was given after the death of the convert, it was the mother who already acquired (title to) the offspring, so that the damager would have to make payment to her.

Rav Chisda said: Master of this [teaching]! Are offspring packets of money to which a title can be acquired?

Rather, it is only when the husband is there that the Merciful One grants payment to him, but not when he is not here.

The Gemora asks (on Rabbah from the following braisa): Where a pregnant woman is struck and a miscarriage results, compensation for damages and pain is to be paid to the woman, but for the loss of the offspring to the husband. If the husband is not alive, it is given to his heirs. If the woman is not alive, it is given to her heirs. Should she be a Canaanite maidservant who has been emancipated, or a convert [whose husband, also a convert, is no longer alive], the damager becomes entitled to it.

The Gemora answers: They say: Is there anything more in this case than in that of the Mishnah, which has been interpreted to refer to a case where the blow was given during the lifetime of the convert and [where it was only after this that] the convert died? Why therefore not interpret the text here also as referring to a case were the blow was given during the lifetime of the convert and [where it was only after this that] the convert died.

Alternatively, you may say that it might have referred even to a case where the blow was given after the

death of the convert, but teach it as follows: she (the wife of the convert) would become entitled to it.

The Gemora asks: May we say that there is on this point a difference between Tannaitic authorities? [For it was taught in a braisa:] If an Israelite woman was married to a convert and became pregnant by him, and someone struck her during the lifetime of the convert (causing her to miscarry), he (the damager) gives the compensation for the loss of the offspring to the convert. But if he struck her after the death of the convert, one braisa teaches that there would be liability, whereas another braisa teaches that there would be no liability. Now, does this not show that Tannaim differ on this?

The Gemora notes: According to Rabbah there is certainly a difference between Tannaim on this matter. But what of Rav Chisda? Must he also hold that Tannaim were divided on it?

The Gemora answers: No; he may argue that there is no difficulty, as one braisa accepts the view of the Rabbis (that this payment goes to the husband, and where he was a convert and died, the damager is exempt), whereas the other braisa follows that of Rabban Shimon ben Gamliel (who maintains that the woman is entitled to part of the payment, so even if the husband was a convert and died, the damager would still be liable).

The Gemora asks: But if the braisa which says that there is liability follows the view of Rabban Shimon ben Gamliel, why speak only of compensation after the death [of the convert]? Would she even during his lifetime not have a half [of the payment]?

The Gemora answers: During his lifetime she would have only a half, whereas after death she would have the whole.

Alternatively, you may say that both this braisa and the other follow the view of Rabban Shimon ben Gamliel, but while one deals with the increase in the value [of the woman caused] by the offspring, the other refers to the compensation for the loss of the value of the offspring [themselves].

The Gemora asks (on both explanations): They say: Why not derive from the rule regarding the increased value due to the offspring the other rule regarding the value of the offspring themselves? And again, why not derive from the ruling of Rabban Shimon ben Gamliel also the ruling of the Rabbis?

The Gemora answers: They say; no! For regarding the increased value [of the woman due] to the offspring, seeing that she has some hand in it (as she is entitled to half the payment even when the husband is alive), she (the wife of a convert) can acquire (the right to) the entire payment (when the husband dies), whereas regarding the compensation for the offspring themselves, on which she has no hand in it, she will not acquire anything in it at all.

Rav Yeiva the Elder inquired of Rav Nachman: If a man has taken possession of the documents of a convert, what is the halachah (regarding the paper on which they were written)? [Shall we say that] a man who takes possession of a document does so with intent to acquire the land [specified in the document], but has thereby not taken possession of

the land, nor does he even acquire title to the document, since his intent was not to obtain the document? Or [shall we] perhaps [say] that his intent was to obtain the document as well?

He said to him: Answer me, my master, does he need it to wrap the mouth of his flask?

He said to him: Yes indeed, to wrap and to wrap.

Rabbah stated: If the security of an Israelite is in the hands of a convert [creditor], and the convert dies [without any legal heirs] and another Israelite comes along and takes possession of it, it would be taken away from him. The reason is because the convert has died, and the lien he had upon the security has disappeared. But if a security of a convert [debtor] is in the hands of an Israelite, and the convert dies and another Israelite comes along and takes possession of it, the creditor would become the owner of the security to the extent of the amount due to him, while the one who took possession of it would own the balance.

The Gemora asks: Why should the premises [of the creditor where the security was kept] not render him the owner [of the whole pledge]? Didn't Rabbi Yosi bar Chanina say that a man's premises effect a legal transfer [of ownerless property placed there] even without his knowledge?

The Gemora answers: They say: We are dealing here with a case where the creditor was not there. For it is only where he himself is there, in which case should he so desire he would be able to take possession of it, that his premises could [act on his behalf and] effect the transfer, whereas where he himself was absent, in which case were he to desire to acquire title to it he would have been unable to take possession of it, his premises could similarly not effect a transfer.

The Gemora rules: But the law is that it is only where it [the security] was not [kept] in the [creditor's] premises that he would not acquire it.