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Daf Notes is currently being dedicated to the neshamot of

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Mishnah

The *Mishnah* states: Even though they said that a virgin collects two hundred and a widow a *maneh*, the husband may add even one hundred *maneh*. A woman who was widowed or divorced, either after marriage or after betrothal, is entitled to collect everything (*the basic obligations of the kesuvah, plus any additions that the husband included*). Rabbi Elozar ben Azaryah ruled: Only a woman widowed or divorced after *nisuin* collects everything, but if it is only after her betrothal, a virgin collects only two hundred *zuz* and a widow only one *maneh*, for the husband wrote the addition for her with the sole objective of marrying her (*and since he did not marry her, she may not claim it*).

Rabbi Yehudah says: The husband may write for his wife a *kesuvah* of two hundred and she writes to him a receipt which states, “I received from you a hundred” (*she is forfeiting a portion of the kesuvah*), or he writes to a widow a *kesuvah* of one hundred and she writes to him a receipt which states, “I received from you fifty.” Rabbi Meir says: anyone who undertakes to give his virgin wife less than two hundred *zuz* or for his widow less than a *maneh*, it is regarded as if the husband is cohabiting promiscuously. (54b2)

Embarrassing Someone Without Sufficient Resources

The *Gemora* asks: Isn’t it obvious that a husband may increase the amount of the *kesuvah*?

The *Gemora* answers: We might have thought that since there is a standard amount, one may not exceed that amount, for it would embarrass another man who cannot

afford to increase the *kesuvah* amount. The *Mishnah* teaches us that it is nevertheless permitted to increase the *kesuvah* amount. (54b2)

The Addition is Part of the Kesuvah

The *Mishnah* had stated: If he wishes to add etc.

The *Gemora* comments: By the fact that the *Mishnah* said, “the husband may add,” and not that “the husband may write,” this would indicate that the extra amount becomes a part of the *kesuvah*. This would support that which Rabbi Avyu said in the name of Rabbi Yannai: Any *kesuvah* condition (*including the extra amount*) is deemed to be part of the *kesuvah*.

The *Gemora* states that there are many practical differences because of this. They are: 1) A woman who sells her *kesuvah* (*since the addition is part of the kesuvah; that is sold as well although only “kesuvah” was mentioned when the transaction took place*); 2) one who waives her right to her *kesuvah*; 3) a woman who rebels against her husband (*by refusing conjugal rights or work; if, in consequence, reductions are made from her kesuvah, her additional amount, like her statutory kesuvah, is subject to these deductions*); 4) a woman who impairs her *kesuvah* (*by admitting that she had already been paid the additional amount of her kesuvah; in such a case, she cannot recover the balance of the kesuvah without taking an oath*); 5) a woman who demands her *kesuvah* (*she forfeits her right to support*); 6) a woman who transgresses the Law of Moshe or traditional Jewish practice (*she may be divorced without receiving her kesuvah*); 7) appreciation of the land (*she does not collect from her husband’s property for any part of the*

kesuvah from land that improved after the husband's death); 8) an oath (*a woman must take an oath in respect of the additional amount of the kesuvah in all cases where she takes an oath in respect of her statutory kesuvah*); 9) for *shemita* (the additional amount of the *kesuvah* is like the statutory *kesuvah*, and it does not get cancelled by *shemita*); 10) one who writes over all of his possessions to his sons (*and he left a fraction of land for his wife; she loses her kesuvah and her additional amount also*); 11) collecting from land; 12) collecting from inferior land; 13) as long as she is in her father's house (*she may claim her kesuvah within twenty-five years; there is no time limit in the case of a widow who remains in her husband's house*); 14) the *kesuvah* for the male children. (54b2 – 55a1)

Encumbered Property for the Kesuvah for Male Children

It was stated concerning the *kesuvah* for the male children: In Pumbedisa they said: It is not collected from sold or mortgaged property, for the *Mishnah* said: *The male children will inherit* etc.; this indicates that they collect only from free property. In Masa Mechasya they said: It is collected from sold or mortgaged property, for the *Mishnah* said: *The male children will take* etc.; this indicates that it is similar to collecting a debt which may be collected from sold or mortgaged property.

The *halachah* is that it is not collected from sold or mortgaged property. (55a)

Collecting Moveables with an Oath

Concerning moveable items that the husband designated for the wife as payment for her *kesuvah* and they are still intact after the husband dies, they all agree that the widow may collect them without taking an oath. (*The necessity for a widow taking an oath is they we are concerned that the husband might have deposited a package of valuables with her in order for her to collect her kesuvah from without the burden of going to the heirs; in this case, the moveable items are the package, and we do not need to be concerned that there is a second package.*) However, regarding the moveable items that are not intact (*they were lost*); in

Pumbedisa they said: She may collect the *kesuvah* without taking an oath. In Masa Mechasya they said: She may collect it only with an oath.

The *halachah* is that she may collect it without taking an oath. (55a2)

Designated Land and Defined only One Border

Concerning a case where the husband designated a parcel of land and defined its four borders, they all agree that the widow may collect them without taking an oath (*since it is fairly evident that he did not deposit any other package with her*). However, if he designated a land, but only defined one border; in Pumbedisa they said: She may collect the *kesuvah* without taking an oath. In Masa Mechasya they said: She may collect it only with an oath.

The *halachah* is that she may collect it without taking an oath. (55a2)

Dying Man

Concerning a case where a person said to a witness, "Write and sign this transfer document and give it to him," if the witness made a *kinyan sudar* (*with a kerchief*), they all agree that the witness does not have to ask the giver if he still wishes that the transfer should be recorded (*based on the principle that when a transfer is done with a kinyan sudar, it can be assumed that the giver intends that the transfer should be recorded*). However, if the witness did not make a *kinyan*; in Pumbedisa they said: it is still not necessary to ask the giver. In Masa Mechasya they said: We are required to ask the giver if he still wants the transfer to be recorded.

The *halachah* is that we require the witness to ask the giver if he still wants the transfer to be recorded. (55a2)

Assumption

The *Mishnah* had stated: Rabbi Elozar ben Azaryah ruled: Only a woman widowed or divorced after *nisuin* collects everything, but if it is only after her betrothal, a virgin collects only two hundred *zuz* and a widow only one *maneh*,



for the husband wrote the addition for her with the sole objective of marrying her (*and since he did not marry her, she may not claim it*).

It was stated: Rav and Rabbi Nosson disagree; one says that the *halachah* follows Rabbi Elozar ben Azaryah and the other says that the *halachah* is not in accordance with his opinion.

The *Gemora* attempts to prove that Rabbi Nosson is the one who holds that the *halachah* is in accordance with Rabbi Elozar ben Azaryah, for Rabbi Nosson goes according to one's assumption (*the husband wrote the addition for her with the sole objective of marrying her and since he did not marry her, she may not claim it*). For Rabbi Nosson said that the *halachah* follows Rabbi Shimon Shezuri in respect to a seriously ill person (*who gave instructions for a get to be written for his wife; the document may be delivered to the woman, even though its delivery was not mentioned in the instructions, because it is assumed that the dying man intended it for this purpose in order that his wife should not fall for yibum*) and in respect to *terumas ma'aser* of *d'mai* (*the Rabbis considered produce from an am ha'aretz as possible tevel because some of them did not separate ma'aser; in this case, the ma'aser was separated, and then, the terumas ma'aser, which is a tenth from the ma'aser that goes to the kohen, fell back into the produce; since there was not enough produce remaining to nullify the terumas ma'aser, which has the same halachic status as terumah, the entire mixture become forbidden for consumption by a non-kohen; Rabbi Shimon Shezuri rules that we can ask the am ha'aretz if he indeed separated ma'aser initially, and if he answers in the affirmative, we may rely on him even during the weekdays; this is because most am ha'aratzim do separate ma'aser and in cases which involve a substantial loss, we believe them*).

The *Gemora* asks: And doesn't Rav also follow the principle of assumption? But we learned: If a dying man (*whose verbal assignment is valid and requires no deed or formal acquisition, for the Rabbis were concerned that otherwise, his anxiety would speed up his death*) distributed his estate

and it was written in the document that a *kinyan* was performed; in the Beis Medrash of Rav, they said in Rav's name that the dying man has given his gift a double force; that of the gift of a dying man and that of legal acquisition. Shmuel said: I don't know how to judge this case.

The *Gemora* explains their respective opinions: Rav maintains that this gift has the advantage of being regarded as a legal acquisition, and even if he recovers from his illness, he will not be able to retract from the transfer. It is also regarded as a gift of a dying man and he would be able to transfer a loan over to another person (*which cannot be accomplished through an ordinary kinyan*).

Shmuel said that he does not know how to judge this case, for perhaps, he wished to effect this transfer only through the document, and a document will not be effective as a transfer of property after his death.

(In any event, it emerges that Rav also follows the principle of assumption, and therefore, there is no proof as to which of these Amoraim hold like Rabbi Elozar ben Azaryah.)

Rather, the *Gemora* concludes, they both follow the principle of assumption. It is understandable for one of them to maintain that the *halachah* is in accordance with Rabbi Elozar ben Azaryah. The other one may hold that there is an assumption in reverse as well. A man writes an additional amount in the *kesuvah* because he wishes that his wife will become more closely attached to him, and that has been accomplished already; therefore, the *halachah* can be not like Rabbi Elozar ben Azaryah, but rather, according to the *Tanna Kamma*, who holds that she may collect the entire amount of the *kesuvah* even if she is widowed or divorced prior to the *nisuin*. (55a3 – 56a1)

INSIGHTS TO THE DAF

Believing the Am Ha'aretz on Shabbos

Rabbi Nosson said that the *halachah* follows Rabbi Shimon Shezuri in respect to *terumas ma'aser* of *d'mai* (*the Rabbis*

considered produce from an *am ha'aretz* as possible *tevel* because some of them did not separate *ma'aser*; in this case, the *ma'aser* was separated, and then, the *terumas ma'aser*, which is a tenth from the *ma'aser* that goes to the *kohen*, fell back into the produce; since there was not enough produce remaining to nullify the *terumas ma'aser*, which has the same halachic status as *terumah*, the entire mixture become forbidden for consumption by a non-*kohen*; Rabbi Shimon Shezuri rules that we can ask the *am ha'aretz* if he indeed separated *ma'aser* initially, and if he answers in the affirmative, we may rely on him even during the weekdays; this is because most *am ha'aratzim* do separate *ma'aser* and in cases which involve a substantial loss, we believe them).

Rashi explains why the *Mishnah* states that the *am ha'aretz* is believed even on weekdays. This is because of the following *halachah*: If one would have produce on *Shabbos* that he purchased from an *am ha'aretz*, and he had forgotten to separate *ma'aser* from it prior to *Shabbos* (and it is forbidden to do so on *Shabbos*); he may ask the *am ha'aretz* if he indeed separated the *ma'aser*, and he would be believed. This is because there is a *mitzvah* of *Shabbos* enjoyment (*oneg Shabbos*). He must however, separate the *ma'aser* after *Shabbos* before continuing to eat from this produce. Rashi in *Chullin* (75b) writes that it is on account of honoring *Shabbos*. Maharsha writes that the two are identical explanations. Tosfos writes that the reason we believe the *am ha'aretz* on *Shabbos* is because the *am ha'aretz* can feel the fear of *Shabbos* as well, and he is afraid to lie.

There is a practical halachic difference between the two reasons. According to Rashi, one may ask the *am ha'aretz* during the week and his affirmative answer will allow one to eat from this produce on *Shabbos* because there is a *mitzvah* to honor *Shabbos*. According to Tosfos, he will only be believed if he is asked on *Shabbos*.

DAILY MASHAL

The Gemora (*Yevamos* 93) relates the following incident: Rabbi Yannai used to have a sharecropper that would bring

a basket of fruit every Erev *Shabbos*. One Erev *Shabbos*, the sharecropper did not arrive on time. Rabbi Yannai relied on the fruit that he knew the sharecropper would eventually bring, and counted them in his taking of *Terumos* and *Ma'asros*. Rabbi Chiya endorsed his action by citing the following verse: "In order that you should learn to fear Hashem all of the days," and stating that the verse indicates that this includes *Shabbos* and *Yom Tov*.

Rashi explains: One should ensure that his requirement of having pleasure on *Shabbos* should not be disturbed because of the prohibition of eating *tevel* (produce which has not been tithed yet). Take precautionary measures to remove the prohibition in order that the produce can be consumed and enjoyed.

Rabbi Yosef Lieberman in his sefer, *Mishnas Yosef* comments that this verse is also teaching us how one has to have a fear of Hashem on *Shabbos* and *Yom Tov*, even more than he does during the weekdays, for the laws of *Shabbos* are like mountains hanging on a hair, for they have few Scriptural allusions, but many halachos. It is extremely easy to stumble and transgress one of the many prohibitions on *Shabbos*.

Furthermore, he writes that these are days of pleasure and enjoyment; a time that is vulnerable for sin, like the Tur (*O"C* 529) writes. One should sit on *Shabbos* with a tremendous trepidation so that he does not inadvertently sin on *Shabbos*. And one who attempts to purify himself, Hashem will assist him.

The Gemora says that one does not need to be concerned about eating *d'mai* on *Shabbos* because we can ask the *am ha'aretz*, and we are confident that he will not lie on *Shabbos*.

I once heard from Rav Shmuel Feivelson the following explanation: *Shabbos* is a sampling of the World to Come. We are basking in the presence of the *Shechinah*. It is impossible to lie when the truth is staring you straight in the face.