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Kiddushin Daf 60

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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

Abaye Explaining Rav

Abaye said: And according to Rav’s logic (*that we are uncertain what a person means when he says, “Become betrothed to me from now and after thirty days,” as possibly this is a condition that enables him to back out within thirty days, or as a statement that the kiddushin will indeed only take effect after thirty days*), if one man says to a woman, “Become betrothed to me from now and after thirty days,” and then a second man said to her, “Become betrothed to me from now and after twenty days,” and a third man would say to her, “Become betrothed to me from now and after ten days,” she would require a *get* from the first and the last man, but not from the middle one.

The *Gemora* explains: No matter what, she cannot be married to the middle man. If this type of statement is a condition, then, she is married only to the first man. If he means it as a retraction (*and he only wants to marry her at the later date*), then, she is married only to the last man (*for his kiddushin would take effect first, i.e. after ten days*).

The *Gemora* asks: isn’t Abaye’s ruling an obvious one? Why was it necessary to teach it?

The *Gemora* answers: If not for Abaye, we might have thought that this type of statement means a condition and it also means a retraction (*and it would depend on each and every individual man*), and she would then require a *get* from each and every man (*including the*

second one, for perhaps, the first man meant it as a retraction, but the second man meant it as a condition). Abaye teaches us that this is not the case (*the statement only has one meaning, but we are just uncertain as to which one it is*). (59b – 60a)

Kiddushin with One Hundred Men

Ulla said in the name of Rabbi Yochanan: Even a hundred men’s *kiddushin* (*who would betroth the woman in the manner described above*) would all take effect in her (*and each one would be required to give a get*). And Rabbi Assi also said like this in the name of Rabbi Yochanan.

Rav Mesharshiya the son of Rav Ami said to Rabbi Assi: Let me explain you Rabbi Yochanan’s logic: Each man makes himself as if he is piling bricks (*they are not stacked one on top of the other, for then, each outside row would topple; rather, the bricks are staggered – one brick is stacked upon two bricks below it – so the upper brick leaves room for the brick adjacent to it to rest on the lower brick as well*), where each man leaves space for the other one. [*According to Rabbi Yochanan, there are no uncertainties in their statements; rather, each one of them begins the kiddushin from now and concludes it after the specified period of time. It is a partial kiddushin, which leaves room for the next one to take effect.*] (60a)

Mishna

If someone says, “You are betrothed to me on the condition that I will give you two hundred zuz,” she is



betrothed to him and he should give the money. If he says, "on the condition that I give you the money from now until thirty days," if he gives it within the thirty days, she is *mekudeshes*; otherwise, she is not. If he says, "on condition that I have two hundred *zuz*," she is *mekudeshes* if he has the money. If he says, "on the condition that I will show you two hundred *zuz*," she is *mekudeshes* if he shows her the money. If he shows her money on the table (*that does not belong to him*), she is not *mekudeshes*. (60a)

On the Condition

It was stated: Rav Huna says: And he should give the money (*and the kiddushin will be effective retroactively*), for he placed a condition on the effectiveness of the *kiddushin*, while Rav Yehudah says that the betrothal is effective only when he gives the money.

What is the difference between them? The difference would be in a case where she accepted *kiddushin* from someone else (*before receiving the money*). According to Rav Huna, the giving of the money is a mere condition, and therefore he can merely fulfill the condition and remain married to her (*and the second person's kiddushin is null and void*). According to Rav Yehudah, the *kiddushin* is only effective when he gives the money. Being that he has not given it to her, it is not considered a *kiddushin* (*and the second person's kiddushin is valid*).

We learned a similar *Mishna* with respect to *gittin*: If a man says to his wife, "This is your *get* on the condition that you will give me two hundred *zuz*," she is divorced and she should give the money. On that, it was stated: Rav Huna says: It means and she will give the money (*meaning that when she gives the money, the get is valid retroactively from the time that she received it*). Rav Yehudah says: When she gives the money, the *get* becomes valid.

What is the difference between them? The difference is in a case where the *get* was torn or lost (*before she gives the money*). According to Rav Huna, she will not need a second *get*, but according to Rav Yehudah, she will.

The *Gemora* explains: It is necessary for us to have both arguments stated explicitly by both *gittin* and *kiddushin*. If it would have only stated this regarding *kiddushin*, we might have thought that Rav Huna only maintained that such a *kiddushin* is valid retroactively, as he clearly is trying to have a closer relationship with her. [*We would therefore assume he wanted the kiddushin to be valid starting now.*] However, regarding *gittin* where he is trying to distance her (*but it is difficult for him to do so*), perhaps he wants the *get* to only be valid if she actually fulfills the condition. Therefore, perhaps Rav Huna would agree to Rav Yehudah in a case of *gittin*. [*This is why the case of gittin was certainly needed.*]

If the argument was only stated regarding *gittin*, we might think that Rav Huna only held the *get* was starting now because he is not embarrassed to claim the money from her in *Beis Din*. However, being that she would be embarrassed to demand the money from her "husband" in *Beis Din*, Rav Huna would agree to Rav Yehudah that the *kiddushin* is only valid when the money is actually given. This is why Rav Huna's position had to be stated both regarding *kiddushin* and *gittin*.

The *Gemora* asks on Rav Yehudah from a *braisa*. The *braisa* states: If someone says, "This is your *get* on condition that you give me two hundred *zuz*," even if the *get* is torn or lost, she is divorced. She should not marry someone else until she gives him the money.

Another *braisa* states: If someone says, "This is your *get* on condition that you give me two hundred *zuz*," and he then dies, if she gave the money before he died, she does not fall to *yibum*. If not, she does fall to *yibum*. Rabban Shimon ben Gamliel says: She can give the money to his

father or brothers (*after he is dead*). The argument between them seems to hinge on whether or not he meant that the money could also be given to his inheritors. However, in both of these *braisos*, it is clear that this is a mere condition, and the actual *get* takes place retroactively when it was given, not when the money is given, unlike the opinion of Rav Yehudah!?

Rav Yehudah could answer: These *braisos* follow the opinion of Rebbe, for Rav Huna said in the name of Rebbe that whoever says something is “on the condition,” he means that it should take effect retroactively as long as the condition is eventually fulfilled. The Rabbis argue on Rebbe, and I hold like the Rabbis.

It was stated: Rav Huna said in the name of Rebbe that whoever says something is “on the condition,” he means that it should take effect retroactively as long as the condition is eventually fulfilled.

Rabbi Zeira says: When I was in Bavel, we used to say that Rebbe’s principle that whoever says something is “on the condition,” means that it should take effect retroactively (*as long as the condition is eventually fulfilled*) is argued upon by the Rabbis. However, when I went to *Eretz Yisroel*, I encountered Rabbi Assi who was giving over a teaching of Rabbi Yochanan that everyone in fact agrees to this principle. They only argue regarding one who says, “From today and after I die.”

This is supported by the following *braisa*. The *braisa* states: If someone gives his wife a *get* saying that it is “from today and after death,” the *Chachamim* say that the *get*’s validity is in doubt, while Rebbe says that it is a valid *get*. [*The fact that they only argue in this case implies that they do not argue regarding a case of “on condition.”*]

The *Gemora* asks: According to Rav Yehudah who says that Rebbe and the Rabbis indeed argue in a case “on

condition,” why don’t they explicitly argue in this case as well?

The *Gemora* answers: They argue in this case to show the leniency of Rebbe (*that he is even lenient in this case*).

The *Gemora* asks: According to Rav Yehudah, they should still argue regarding “on condition” in order to show the stringency of the Rabbis!?

The *Gemora* answers: The power of being lenient is more important to show (*than being stringent*). (60a – 60b)

Mishna

If a man said to a woman, “Become betrothed to me on the condition that I have a *beis kor* of land,” she is *mekudeshes* if he has that amount of land. If he says, “on the condition that I have the land in Such-and-such a place,” she is *mekudeshes* if he has the land in that place. If he said, “on the condition that I will show you a *beis kor* of land,” she is *mekudeshes* if he shows her the land. If he shows her land in a plain (*that does not belong to him*), she is not *mekudeshes*. (60b)

Kiddushin in Doubt

The *Gemora* asks: Let us be concerned that the man has land (*even if witnesses did not testify that he possesses land*)? And furthermore, we learned in a *braisa* that we are concerned that he has land!?

The *Gemora* answers: The *Mishna* is discussing a definite *kiddushin* (*she is not certainly mekudeshes if witnesses do not testify regarding his land*). The *braisa* is discussing a *kiddushin* that we are uncertain about.

The *Gemora* asks: Why do we need one *Mishna* discussing land, and one *Mishna* discussing money?



The *Gemora* answers: They are each necessary, for if we would only have a *Mishna* regarding money, we might have said that it is only with respect to money that we are concerned that he possesses it (*even without proper testimony*), for it is natural for people to hide their money. However, with respect to land, we should say that if he would possess land, everyone would know about it. The extra *Mishna* teaches us that we are concerned by land as well. (60b)

INSIGHTS TO THE DAF

Concern for Unfulfilled Conditions

The *braisa* had stated: If someone says, “This is your *get* on condition that you give me two hundred *zuz*,” even if the *get* is torn or lost, she is divorced. She should not marry someone else until she gives him the money.

Rashi explains that we are concerned that she will remarry, and if she doesn’t give the money, it will emerge that she was never divorced, and her second marriage would be an adulterous one!

The Ran writes that we can derive from this *halachah* to any case where a man divorces his wife with a condition; she may not remarry before the condition is met, for otherwise, her second marriage would be an adulterous one!

The Ran challenges this principle from a *Gemora* in *Gittin* (83a): Rabbi Akiva said: What happens if after this *Get* (*if one divorces his wife and stipulates that she can marry anyone except for one certain man*), she marries a man and has children from him, and then subsequently he divorces her or dies? If she now goes and marries the man that her first husband forbade her to marry, this would make her first *Get* invalid and the children from her second marriage are rendered *mamzeirim*! The *Gemora* asks: According to this question all conditions made in

gittin should not be valid, as she could always marry someone first, have children, and then not fulfill the condition! This is the question on Rabbi Akiva’s question.

It would seem from this *Gemora* that we are not concerned by an ordinary condition that it will not end up being fulfilled!?

The Ran differentiates between conditions that require an action, and those that don’t. In our case, the woman must give the two hundred *zuz* to the man. Here we are concerned that due to an accident, she will not give him the money. However, in the case in *Gittin*, we are not concerned that she will willingly violate the condition.

DAILY MASHAL

On Condition

A bochur in Lakewood told R’ Aharon Kotler ZT”L that he wanted to become a Meshumad. At first, R’ Aharon thought he was joking, but soon saw his seriousness. Not knowing what to do, R’ Aharon asked the Kapishnitzer Rebbe for some advice. The Rebbe said “Find out how he sets his alarm clock”. When R’ Aharon heard that he set it by the clock on a nearby church, he bought the boy a new one, on condition that he set it by the Yeshiva’s clock, and the boy soon forgot about the Shmad.