Daf Notes is currently being dedicated to the neshamot of

Moshe Raphael ben Yehoshua (Morris Stadtmauer) o"h

Tzvi Gershon ben Yoel (Harvey Felsen) o"h

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 further said: Since the subject of the [mere] satisfaction of a benefit[1] has been raised, let us say something on it. The [purchase money of this] satisfaction of the benefit[2] would belong solely to the woman. For if you assume that it should be subject to [the rights of] the husband, why could the witnesses not argue against her: "What loss did we cause you, for should you even have sold the satisfaction of the benefit, the husband would have taken away [the purchase money] from you"? — Rav Shalman, however, said: Because [even then] there would have been profit for the home.[3]

Rava stated: The law is that the purchase money for the satisfaction of the benefit belongs solely to the woman, and the husband will have no right to enjoy any profit [that may result from it], the reason being that it was only profits that the Rabbis assigned to him, whereas profits out of profits1were not assigned to him by the Rabbis. (89a1 – 89a2)

When Rav Pappa and Rav Huna the son of Rav Yehoshua came from the academy of Rav they said: We have learned to the same effect as the enactment of Usha [in the following Mishnah]: A slave and a woman – an encounter with them is bad, as he who injures them is liable [to pay], whereas if they have injured others they are exempt. Now, if you assume that the enactment of Usha is not effective, why should she not sell her melog property and with the purchase money pay the compensation? — But even according to your reasoning, granted that the enactment of Usha is effective, in which case she would be powerless to sell altogether her melog possessions, yet let her sell the melog estate for what the satisfaction of the benefit would fetch, and with his purchase money pay the compensation? It must therefore surely be said that the ruling applies where she had no melog property; so also [according to the other view] the ruling would apply only where she possessed no melog property. - But why should she not sell her kesuvah for as much as the satisfaction of the benefit will fetch and thus pay compensation? — The ruling is based on the opinion of Rabbi Meir, who said that it is prohibited for any man to keep his wife without a kesuvah even for one hour. - But what is the reason of this? So that it should not be an easy matter in his eyes to divorce her. In this case too, he will surely not divorce her, for if he were to divorce her, those who purchased the kesuvah would certainly come and collect the amount of the kesuvah from him. [Why then should she not be compelled by law to sell her kesuvah and pay her creditors?] — We must therefore say that the satisfaction of such a benefit is a value of mere words and words are not considered mortgaged [for the payment of liabilities]. - But why not? Could these words not be sold for money? — We must therefore [say that it would not be practical to compel her to sell her kesuvah] on account of the statement of Shmuel. For Shmuel said:

[1] Literally – the benefit of gratitude – this expression was mentioned above referring to a very small amount of money.

[2] If a woman sells her rights to collect her kesuvah in the event that her husband will die or she will get divorced, the money received belongs completely to her; the husband does not receive any benefit at all.

[3] As it is also for her benefit that the income of her husband increases.

Where a creditor sells a liability on a bill to another and subsequently releases the debtor from payment, the debt is considered cancelled. Moreover, the creditor's heir may cancel the liability.

They said: Why should she not be compelled to sell it and pay with the proceeds the compensation, though if she should subsequently release her husband from the obligation the release would be legally valid? — It may be replied that since it is quite certain that where there is an obligation on the husband the wife will release him, it would not be right to make a sale which will straight away be nullified. - Should you say, why should she not sell her kesuvah directly to the person whom she injured, thus letting him have the satisfaction of the benefit, for even if she should subsequently release her husband from the obligation, the purchaser would lose nothing, as now too she pays him nothing on account of the compensation, [my answer is that] as it is in any case quite certain that where there is an obligation on the husband the wife will release him, it would not be proper to trouble the court o much for nothing. (89a2 – 89b1)

But regarding that which was taught in the following Baraisa: So also if she injures her husband she does not forfeit her kesuvah; why should she in this case not sell her kesuvah to the husband and thus let him have the satisfaction of the benefit as compensation for the injury, for even if she releases her husband from the obligation, no loss will result from it? — This teaching is surely based on the opinion of Rabbi Meir who said that it is prohibited for any man to keep his wife without a kesuvah even for one hour, the reason being that it should not be an easy matter in the eyes of the husband to divorce a wife. So also here if the kesuvah be sold to him, he might easily divorce her and have her kesuvah for himself as compensation for the injury. - But if so [even now that the kesuvah remains with her] would he just the same not find it easy to divorce her, as he would retain the amount of her kesuvah as compensation for the injury? [This however would not be so where] e.g., the amount of her kesuvah was much more than that of the compensation as on account of the small amount of the compensation he would surely not risk losing more. - But again if the amount of her kesuvah exceeded that of a Biblical kesuvah, why should we not reduce the amount to that of the Biblical kesuvah, and she should sell the difference to the husband as compensation for the injury? - [This could not be done where,] e.g. the amount of her kesuvah did not exceed that of the Biblical kesuvah and the compensation for the injury was assessed to be four zuz, as it is pretty certain that for four zuz he will not risk losing twenty-five [selaim – one hundred zuz].

But what of that which was taught in a Baraisa: Just as she cannot [be compelled to] sell her kesuvah so long as she is with her husband, so also she cannot [be compelled to] remit [anything of] her kesuvah so long as she is with her husband? Are there not times when she would be forced to remit, as, for example where the amount of her kesuvah exceeded the amount of a Biblical kesuvah? — Rava said: This concluding paragraph refers to the clause inserted in the kesuvah regarding the male children, and what was meant was this: Just as in the case of a wife selling her kesuvah to others she does thereby not impair the clause in the kesuvah regarding the male children, the reason being that she might have been compelled to do it on account of a pressing need for money, so should also be the case where a wife sells her kesuvah to her own husband, that she would thereby not impair the clause in the kesuvah dealing with male children on the ground that she might have been compelled to do this for lack of funds. (89b1 – 89b3)

May we say that the enactment of Usha was a point at issue between the following Tannaim? For one [Baraisa] teaches that melog slaves are to go out free for the sake of a tooth or an eye if afflicted by the wife, but not if afflicted by the husband, whereas another [Baraisa] teaches that [they are not to go out free] when afflicted

either by the husband or by the wife. Now it was thought that all authorities agree that a right to the produce does not constitute in law a right to the very substance. Are we not to suppose then that the point at issue between them was that the one who held that they are to go out free if afflicted by the wife did not accept the enactment of Usha, while the one who held that they are not to go out free when asfflicted either by the husband or by the wife accepted the enactment of Usha? — No; it is quite certain that the enactment of Usha was unanimously accepted, but the former Baraisa was formulated before the passing of the enactment while the other one was formulated after. Or if you like I may say that both the one Baraisa and the other dealt with conditions prevailing after the enactment, and also that both accepted the enactment of Usha, but the one who held that the slaves are to go out free if afflicted by the wife and not by the husband did so on account of a reason underlying a statement of Rava, for Rava said: The consecration [of an animal to the altar, the prohibition of] chametz [from any use] and the emancipation of a slave release any of these articles [if mortgaged] from the burden of the mortgage. - Are we then to say that this statement of Rava constituted a point at issue between these Tannaim? — No; it is possible that all concurred in the ruling of Rava [in general cases], but in this particular case here the Rabbis [might perhaps] have specially protected the mortgage of the husband. (89b3 – 90a1)

DAILY MASHAL

The Reishis Chachmah writes that the Torah and mitzvos that one performs before doing teshuvah on the sins of his youth provides strength to the Sitra Achra c"v, for it has a grasp over the kedushah. Accordingly, the Rebbe from Munkatch offers the following advice: Do everything for the sake of Hashem alone and before the performance of each mitzvah, and he should release the reward of the mitzvah to the Holy One, Blessed be He, and perform the mitzvah without receiving any reward; rather, purely to fulfill His will. Accordingly, the Sitra Achra will be powerless to touch them and take them, for we have established (in our Gemara) that where a creditor sells a liability on a bill to another and subsequently releases the debtor from payment, the debt is considered cancelled. Here as well, since we have given the reward of the mitzvah to Hashem, He becomes the owner of the reward and it therefore becomes untouchable.