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Kesuvos Daf 57

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Rabbi Yehudah and Rabbi Yosi’s Dispute

When Rav Dimi came to Bavel from *Eretz Yisroel*, he said: Rabbi Shimon ben Pazi said in the name of Rabbi Yehoshua ben Levi, who said in the name of Bar Kappara: The argument between Rabbi Yosi and Rabbi Yehudah (*whether one is allowed to make an oral stipulation reducing the amount of the kesuvah or not*) is only applicable in the beginning; however, in the end, even Rabbi Yosi concedes that she cannot waive her right to the *kesuvah* (*even to part of it*).

Rabbi Yochanan said: The argument applies in the beginning and in the end. Rabbi Avahu said: Rabbi Yochanan explained to me that he does not dispute Rabbi Yehoshua ben Levi. What did Rabbi Yehoshua ben Levi mean when he said “in the beginning” and “in the end”? “In the beginning” meant the beginning of *chupah* (*when she enters the chupah*). “In the end” meant the end of cohabitation. When I (*Rabbi Yochanan*) said that the argument is “in the beginning” and “in the end,” what did I mean? “In the beginning” means the beginning of *chupah*. “In the end” means the end of *chupah*, which is also the beginning of cohabitation. (*It emerges according to Rabbi Avahu that both Rabbi Yochanan and Rabbi Yehoshua ben Levi agree that the argument between Rabbi Yosi and Rabbi Yehudah applies in the beginning of chupah and at the end of chupah. Rabbi Yehoshua ben Levi adds that there is no argument after cohabitation.*)

When Ravin came to Bavel from *Eretz Yisroel*, he said: Rabbi Shimon ben Pazi said in the name of Rabbi Yehoshua ben Levi, who said in the name of Bar Kappara: The argument between Rabbi Yosi and Rabbi Yehudah (*whether one is allowed to make an oral stipulation reducing the amount of the kesuvah or not*) is only applicable in the end; however, in the beginning, even Rabbi Yehudah concedes that she may waive her right to the *kesuvah*.

Rabbi Yochanan said: The argument applies in the beginning and in the end. Rabbi Avahu said: Rabbi Yochanan explained to me that he does not dispute Rabbi Yehoshua ben Levi. What did Rabbi Yehoshua ben Levi mean when he said “in the beginning” and “in the end”? “In the end” meant the end of *chupah* (*when she leaves the chupah*). “In the beginning” meant the beginning of *chupah*. When I (*Rabbi Yochanan*) said that the argument is “in the beginning” and “in the end,” what did I mean? “In the beginning” means the beginning of cohabitation. “In the end” means the end of cohabitation. (*It emerges according to Rabbi Avahu in this version that both Rabbi Yochanan and Rabbi Yehoshua ben Levi agree that the argument between Rabbi Yosi and Rabbi Yehudah applies in the beginning of cohabitation and at the end of cohabitation. Rabbi Yehoshua ben Levi adds that there is no argument in the beginning of chupah.*)

Rav Pappa said: If Rabbi Avahu had not said that Rabbi Yochanan does not dispute Rabbi Yehoshua ben Levi, I would have thought to say that Rabbi Yochanan and Rabbi

Yehoshua ben Levi disagree, but Rav Dimi and Ravin are in agreement with each other. What did Ravin mean when he said “in the end” (*that there is the only time Rabbi Yosi and Rabbi Yehudah argue*)? He meant at the end of *chupah*. And what did Rav Dimi mean when he said “in the beginning” (*that there is the only time Rabbi Yosi and Rabbi Yehudah argue*)? He meant in the beginning of cohabitation. (*Accordingly, they would have both agreed that in the beginning of chupah, she may waive her right to the kesuvah, and at the end of cohabitation, she may not waive her right; the dispute would only have been after chupah, prior to cohabitation.*)

The *Gemora* asks: What is Rav Pappa teaching us?

The *Gemora* answers: It is this that he teaches us: It is preferable to assume (*unless there is proof to the contrary*) that two Amoraim differ in their own opinions (*which is completely natural and legitimate; here is where the following dictum is applicable: These and those are the words of the living God, both viewpoints are regarded as Torah*), rather than that two Amoraim should differ as to what was the view of another Amora (*in which case one of the two must be definitely wrong, since the view of the Amora which both of them claim to represent could not possibly have agreed with what both of them submit; had not Rabbi Avahu's statement been authoritative, coming as it did from Rabbi Yochanan himself, Rav Papa's submission would have been preferred to his*). (57a1 – 57a2)

Mishnah

The *Mishnah* states: (*In former times the betrothal (kiddushin) and the marriage (nisu'in) ceremonies were not performed at the same time as is our practice today. Rather it was customary for the bridegroom to first betroth his bride and make her his arusah (betrothed) and only later did he take her to the chupah (bridal canopy) for the marriage ceremony. They grant a virgin twelve*

months, from when her husband requested of her (*to prepare for the wedding*), to provide for herself (*she may postpone the nisuin up until twelve months; after that, she is regarded as a rebellious wife*). And just as they grant the woman, so do they grant the man to provide for himself. And a widow is given thirty days. If the time arrived and they (*the virgin or the widow*) were not married by the husband, they eat from his food and they eat of the *terumah*. Rabbi Tarfon says: They give her everything of *terumah*. Rabbi Akiva says: Half of her food must be *chulin* and the other half may be *terumah*.

The *yavam* does not entitle his *yevamah* to eat *terumah*. If she spent six months with her husband and six months with her *yavam*, and even if all of them were with her husband, less one day that she was with her *yavam*, or all of them were with her *yavam*, less one day that she was with her husband, she does not eat *terumah*.

This is the initial teaching of the *Mishnah*. The Beis Din following them said: She does not eat *terumah* until she enters the bridal canopy. (57a3 – 57b1)

Scriptural Source

The *Gemora* asks: From where is this (that a bride requires twelve months for her preparations for *nisuin*) derived?

Rav Chisda replied: It is from the verse which states: *And her brother and her mother said, "Let the maiden abide with us for 'yamim' or ten."* Now, what could be meant by ‘yamim’? If it means ‘two days,’ do people speak in such a manner? If when they suggested to him, “(Let her remain for) two days,” and he said to them, “No,” would they then suggest, “(Let her remain for) ten days”? ‘Yamim’ must consequently mean a year, for it is written: *a year (yamim) shall he have the right of redemption*. [Accordingly, our verse must mean that they asked, “Let the maiden abide with us for ‘a year’ or ten months.”]

The Gemora asks: But might it not be said that ‘yamim’ means a month, for it is written: *until a month of days (yamim)*?

The Gemora answers: They said: The meaning of an unmodified (expression of) *yamim* may well be inferred from another unmodified (expression of) *yamim*, but no unmodified (expression of) *yamim* may be inferred from one in connection with which ‘month’ was specifically mentioned. (57b1)

Wedding Date for a Minor

Rabbi Zeira cites a *Baraisa*: Regarding a minor, both she and her father have the right to delay the wedding (*until she becomes an adult, even after twelve months and they are not penalized*).

The Gemora asks: It is reasonable that she has the right to delay the wedding (for perhaps she is ready to have marital relations or to take care of a household), but regarding the father – if it is pleasing for her (to proceed with the wedding), why would it make a difference to her father?

The Gemora explains: Even if the minor consents, the father has a right to postpone the wedding, for he can say: Presently, she is unaware regarding the hardships of marriage; soon afterward, she will rebel against her husband and come back to rely on me.

Rabbi Abba bar Levi says: We may not set a wedding date for a minor to be married while she is still a minor, but we may set the wedding date for a minor to be married when she becomes an adult.

The Gemora asks: is this not obvious?

The Gemora explains the novelty of this *halachah*: We might have thought that we shouldn’t set a wedding date for a minor at all, for perhaps she will become afraid (*concerning the difficulties of marriage*) and consequently become weak; Rabbi Abba teaches us that a date may be set even while she is still a minor. (57b1 – 57b2)

Wedding Date for a Bogeres

Rav Huna says: If a woman was a *bogeres* for even one day and then becomes betrothed, we give her thirty days (*for preparation for nisuin*) just like a widow.

The Gemora asks on Rav Huna from the following *Baraisa*: A *bogeres* is like one who has been solicited (and she begins to prepare for her wedding immediately). Now, does this not mean that she is like a virgin who has been solicited (and therefore, she is given twelve months)?

The Gemora answers: No; she is like a widow who has been solicited (and therefore, she is given thirty days).

The Gemora asks on Rav Huna from the following *Mishnah*: Concerning a *bogeres* who waited twelve months; Rabbi Eliezer says that since the husband is required to feed her, it is he (*alone, and not together with her father like the Chachamim maintain*) who annuls her vows. (*It is evident from this Mishnah that we wait twelve months for a bogeres.*)

The Gemora answers: The *Mishnah* should be emended to read as follows: Concerning a *bogeres* (*who waited thirty days*) and one (*a na’arah*) who waited twelve months; Rabbi Eliezer says that since the husband is required to feed her, it is he who annuls her vows.

The Gemora asks on Rav Huna from the following *Baraisa*: One who betroths a virgin, whether he asked her to marry him and she held back or whether she asked him and he held back, we give her twelve months for preparation

from the time of the claim, but not from the time of the betrothal. However, if she is a *bogeres*, she is like one who has been claimed (*she begins the preparations immediately without having to be asked*). How is this to be understood? If she was a *bogeres* for one day and then she became betrothed, we give her twelve months (*this statement refutes Rav Huna's ruling*); while we give an *arusah* thirty days.

The *Gemora* concludes: This *Baraisa* in indeed a refutation against Rav Huna!

The *Gemora* asks: What is the meaning of the *Baraisa* when it states that an *arusah* is given thirty days?

Rav Pappa answers: It is referring to a woman who has been a *bogeres* for twelve months and then she became betrothed; she is given thirty days. (57b2 – 57b3)

Decree against Eating Terumah

The *Mishnah* had stated: If the time arrived and they (*the virgin or the widow*) were not married by the husband, they eat from his food and they eat of the *terumah*.

Ulla explains: Concerning an *arusah* daughter of an Israelite, who had been betrothed by a *Kohen*, she was not allowed to eat *terumah*, although, Biblically, she is allowed to eat *terumah*, as it is written [Vayikra 22:11]: *But if a Kohen buy any soul, the acquisition of his money, he may eat of it*, and the *arusah* is an “acquisition” effected by him with the money of the *kiddushin*; nevertheless, since she lives in her father's home, the Rabbis prohibited her from eating of the *terumah* lest they pour a cup of *terumah* for her in her father's home, and she offer it to her brothers and sisters.

The *Gemora* asks: If so, they should also be prohibited from eating *terumah* in a case when the time arrived and they were not married?

The *Gemora* answers: Since the groom is obligated to feed her, he designates a set place for her to eat (in order that she shouldn't share it with her relatives; therefore, we are not concerned that she will feed her brothers and sisters *terumah*).

The *Gemora* asks: If so, a *Kohen*, who is a hired harvest gleaner working for a *Yisroel* should not be permitted to eat *terumah*, since the *Yisroel's* family members will come and eat *terumah* with him?

The *Gemora* answers: Since it is the general practice for the employer to provide food for the worker, we are not concerned that the family members will eat from the worker's food.

Rav Shmuel bar Yehudah explains the Rabbis' enactment differently: It is because of a blemish, i.e., if he found a physical defect in her, her *kiddushin* would be considered erroneous, and would be annulled retroactively and thus a non-*Kohen* will have partaken of *terumah*.

The *Gemora* asks: If so, if she entered the *chupah*, but did not cohabit, she still should be prohibited from eating *terumah*?

The *Gemora* answers: He examines her and only then does he bring her into the *chupah*.

The *Gemora* asks: If so, a slave of a *Kohen* purchased from a *Yisroel* should be prohibited from eating *terumah* because perhaps a defect will be found, nullifying retroactively the sale to the *Kohen*?

The *Gemora* answers: A blemish does not nullify a sale by a slave, for if the defect is recognizable from the outside, the buyer has seen it (*and he nevertheless purchased the slave*). If the defect is on the inside, what difference does it make; a slave is meant to work and this type of blemish

should not hinder the slave from working at all. If the slave is found to be a thief or kidnapper, the sale is valid anyway. What can there be that would nullify a sale? If he was found to be an armed bandit or a person sentenced to death by the government (*which would nullify the sale*), such characters are generally public knowledge. (*Thus, there is no reason to prohibit a Kohen's slave from eating terumah.*)

The *Gemora* asks: Since according to both masters, she is not entitled to partake in terumah, what is the practical difference between the two reasons?

The *Gemora* answers: The difference between them is in the following cases: If her intended husband accepted the *kiddushin* even if she has defects, or where her father delivered her to the intended husband's agents or where the father's agents went together with the groom's agents to deliver her to him. (57b3 – 58a1)

DAILY MASHAL

Derived from Lavan

The *Gemora* derives the source that a bride is given twelve months to prepare for her wedding from Lavan, when he requested from Eliezer that Rivkah should remain with them in order to prepare for her wedding.

The commentators ask: How can we learn out a *halachah* from the wicked Lavan?

It is noteworthy that there are several other halachos derived from Lavan.

The Yerushalmi (Moed Katan) learns out the halachos regarding the seven days of rejoicing after a wedding from Lavan.

Tosfos in Kiddushin (52a) relates an incident that occurred with Rabbeinu Tam that the son of Rabbi Oshaya Halevi betrothed the daughter of a wealthy man and he said, "Your daughter should be betrothed to me." He failed to mention which daughter he was referring to. Rabbeinu Tam ruled that we can assume that he betrothed the older daughter. Proof to this is from Lavan.

The Admor Mi'Satmar explains: Every word in the Torah emanates from Heaven and halachos may be derived from there. These words were given over to Lavan for him to say. It is similar to that which the Torah states regarding Bila'am; Hashem placed the words into his mouth and only those words, was he granted permission to say.