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Kesuvos Daf 82

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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

Delayed Kinyan

The *Gemora* records an incident: A *yevamah* fell to a *yavam* in Masa Mechasya. His (younger) brother wanted to disqualify her for *yibum* by giving her a letter of divorce. The elder brother said to him, “What is it that you have in your mind? Are you troubled because of the property that I am destined to inherit, I will share the property with you.” The younger brother replied, “I am afraid that you will treat me as the Pumbedisean rogue treated his brother.” (*The people of Pumbedisa were known for being deceivers; in the incident cited above, the yavam refused to give up the land and then, Rav Yosef ruled like him.*) The *yavam* said to him, “If you wish, you may take your half at once.”

Mar bar Rav Ashi said: Although when Rav Dimi came from *Eretz Yisroel*, he stated in the name of Rabbi Yochanan: If a man said to another, “Go and pull this cow, but it shall only become your legal possession after thirty days,” he legally acquires it after thirty days, even if it is standing at the time (*after thirty days*) in a swamp. That is because the giver had the ability to transfer possession of the cow at the initial time. However, in this case, the younger brother cannot acquire possession of the promised share, for it is not in his power to transfer immediate possession (*since prior to yibum, the yavam has no rights on his brother’s land*).

The *Gemora* asks: But, surely, when Ravin came from *Eretz Yisroel*, he reported in the name of Rabbi Yochanan

that he does not acquire possession (*in the case of the cow*)?

The *Gemora* answers: This is no difficulty: The first ruling refers to a case where the seller said, “Acquire possession from now,” whereas the other ruling refers to a case where he did not say, “Acquire possession from now.” (82a1 – 82a2)

Ulla was asked: What is the ruling where *yibum* was consummated first and the division of the property took place afterwards? — The act is null and void [he replied]. What is the ruling [he was asked] if the division took place first and the *yibum* afterwards? - The act [he replied] is null and void. Rav Sheishes asked: Now [that it has been said that where] *yibum* took place first and the division afterwards the act is null and void, was it at all necessary [to ask the question where] the division took place first and the *yibum* afterwards? — [The respective enquiries related to] two independent incidents that occurred [at different times].

When Ravin came he stated in the name of Rish Lakish: Whether *yibum* was consummated first and the division took place afterwards, or whether the division took place first and the *yibum* afterwards, the act is null and void. And [in fact] the law is that the act is null and void. (82a2)

Emend the Mishnah

The *Mishnah* had stated: The *Chachamim* said: The produce which is connected to the ground belongs to the *yavam*.



The *Gemora* asks: But why does it belong to him? Aren't all of the brother's properties pledged for her *kesuvah*?

Rish Lakish says that the *Mishnah* must be emended to read that the produce belongs to her. (82a2)

Just Like a Wife

The *Mishnah* had stated: Once the *yavam* marries her, she is regarded as his wife in all respects.

The *Gemora* asks: Regarding what *halachah* is the *Mishnah* referring to?

Rabbi Yosi the son of Rabbi Chanina said: This teaches us that the *yavam* may divorce her with a *get*, and he also can remarry her afterwards.

The *Gemora* asks: Isn't it obvious that he may divorce her with a *get*?

The *Gemora* answers: Since the verse [Devarim 25:5] states: *The yavam shall cohabit with her, and take her to himself as a wife, and perform yibum with her*; one might think that she is always regarded as his *yevamah* even after marrying her, and perhaps she would require a *chalitzah* to be released from him. The *Mishnah* teaches us that a *get* is sufficient.

The *Gemora* asks: Isn't it obvious that he may remarry her afterwards?

The *Gemora* answers: One might have thought that after he fulfilled his *mitzvah* and subsequently divorced her, she should become subject to the prohibition of being a brother's wife and she should be forbidden to him; the *Mishnah* teaches us that once she becomes permitted to him, she remains that way.

But might it not be suggested that the law is so indeed? — Scripture stated: And take her to him to wife, as soon as he has taken her she becomes his wife [in all respects]. (82a2 – 82b1)

From Heaven

The *Mishnah* had stated: If the *yavam* marries her, she is regarded as his wife in every respect, except that the obligations stemming from the *kesuvah* rests upon the property of her first husband.

The *Gemora* asks: What is the reason for this?

The *Gemora* answers: The *yavam* did not obligate himself to her; the Torah bestowed her upon him. (*He is required to write for her a new kesuvah, but his properties are not encumbered towards this obligation; only the properties of the deceased are encumbered for this obligation.*) But if there are no assets available from the deceased, the Rabbis established that there should be a *kesuvah* from the *yavam* as well, in order that she should not be so easy to divorce. (82b1)

Lying on the Table

The *Mishnah* had stated: The *yavam* should not say to her, "Your *kesuvah* is lying on the table (*designating some of his property for the kesuvah*)," but rather, all of his properties are indebted to her *kesuvah*. Likewise, an ordinary man may not say to her, "Your *kesuvah* is lying on the table."

The *Gemora* asks: Why is it necessary for the *Mishnah* to teach us the same *halachah* regarding an ordinary marriage; why would we think that there is a distinction?

The *Gemora* answers: It might have been suggested that the restriction mentioned applies only in the case of the *yavam* because the *yavam* does not insert in her *kesuvah* the clause, "That which I possess and that which I will acquire." (*The yevamah, having her security limited to the*

yavam's possessions that were inherited from her deceased husband, would naturally suspect that by "putting her kesuvah on the table," the yavam intends to escape his full responsibility and desires to deprive her of the possibility of collecting her kesuvah when the occasion arises. This, as might well be expected, would create animosity between husband and wife.) But in the latter case, where he does insert the clause, "That which I possess and that which I will acquire," she relies upon this guarantee (*even if he would designate money*); hence, we were told that the ruling applies in both cases. (82b1)

The *Mishnah* had stated: If he divorced her she is entitled only to her kesuvah. Only if he divorced her [may he sell the property], but if he did not divorce her he may not. Thus we were informed in agreement with the ruling of Rabbi Abba. (82b2)

Kesuvah when he Divorces her and Remarries her

The *Mishnah* had stated: If the *yavam* remarries, she is like any other woman and she is entitled only to her kesuvah.

The *Gemora* asks: What is the novelty in this *halachah*? We have learned in a *Mishnah* regarding an ordinary wife that if the husband divorces her and then remarries her, she is entitled to the initial kesuvah.

The *Gemora* answers: If the *Mishnah* would not have stated this *halachah* in respect to a *yavam*, I would have thought that this would only apply to an ordinary marriage where the man wrote the kesuvah himself; however, in respect to a *yevamah*, where the *yavam* did not write the original kesuvah, perhaps when he divorces her and then remarries her, he should be obligated to write her a new kesuvah. The *Mishnah* teaches us that this is not so. (82b2)

Origin of the Kesuvah Enactments

Rav Yehudah said: Originally, they would write for a virgin two hundred zuz and for a widow a *maneh*, and consequently, they grew old and could not take any wives (*since the women would not marry if the husband's possessions were not pledged for her kesuvah*). Shimon ben Shetach took the initiative and ordained that all of the husband's property is pledged for his wife's kesuvah.

The *Gemora* cites a *Baraisa* which supports Rav Yehudah: Originally, they would write for a virgin two hundred zuz and for a widow a *maneh*, and consequently, they grew old and could not take any wives. It was then ordained that the amount of the kesuvah was to be deposited in the wife's father's house (*preventing the husband from hiding it*). At any time, however, when the husband would become angry with his wife, he would tell her, "Go to your kesuvah." It was ordained, therefore, that the amount of the kesuvah was to be deposited in the house of her father-in-law. Wealthy women converted it into silver or gold baskets, while poor women converted it into urinals. Still, whenever the husband had occasion to be angry with his wife, he would tell her, "Take your kesuvah and go." It was then that Shimon ben Shetach ordained that the husband must insert the pledging clause, "All of my property is pledged to your kesuvah. (82b2 – 82b3)

WE SHALL RETURN TO YOU,
HA'ISHA SHENAFLU

INSIGHTS TO THE DAF

Two Leniencies and Two Stringencies

The *Gemora* had stated that we do not find a *Tanna* ruling stringently on two matters in respect to a kesuvah. Rashi explains that since a kesuvah is a Rabbinic enactment in the first place, we cannot rule with extreme stringencies. Therefore, we cannot rule that moveable objects are pledged for the kesuvah (*in accordance with Rabbi Meir*)

and that the *kesuvah* may be collected from the debtor of the deceased husband (*in accordance with Rabbi Nossan*).

The Rif writes that this particular halachic ruling is not applicable nowadays. In the times of the *Gemora*, the society was an agricultural one and therefore, only real estate was pledged for the *kesuvah*. However, now that we maintain that all of the husband's possessions are pledged for her *kesuvah*, this is not regarded as a stringency and therefore we can rule that the *kesuvah* may be collected from the debtor of the deceased husband.

Rabbi Braun in *Sheorim Mitzuyanim B'halachah* points out that the inverse is true as well. In a situation where we rule leniently, we do not rule according to two leniencies. *Shulchan Aruch* (Y"D, 199:7) writes that although there are times that we allow a woman to immerse herself in a ritual bath during the daytime, we will inform her then that she must clean herself immediately prior to immersion, and we do not rely on the leniency which normally allows a woman to prepare herself a significant time before immersion.

DAILY MASHAL

Pumbedisean Rogues

The *Gemora* records an incident: A *yevamah* fell to a *yavam* in Masa Mechasya. His (*younger*) brother wanted to disqualify her for *yibum* by giving her a letter of divorce. The elder brother said to him, "What is it that you have in your mind? Are you troubled because of the property that I am destined to inherit, I will share the property with you." The younger brother replied, "I am afraid that you will treat me as the Pumbedisean rogue treated his brother." (*The people of Pumbedisa were known for being deceivers; in the incident cited above, the yavam refused to give up the land and then, Rav Yosef ruled like him.*) The *yavam* said to him, "If you wish, you may take your half at once."

It is noteworthy that this incident occurred in Masa Mechasya, and it was there that they spoke begrudgingly regarding the citizens of Pumbedisa.

The *Gemora* (Kerisus 6a) cites several teachings that Rav Mesharsheya told to his son. One such teaching was that it is better to dwell in the garbage heaps of Masa Mechasya than in the mansions of Pumbedisa.

What did Rav Mesharsheya have in mind? Rashi (Horayos 12a) states that in Masa Mechasya, there were Torah scholars who had the ability to answer Halachic questions and they also had exemplary *midos*. The scholars in Pumbedisa, however, did not excel in *midos tovos*, and therefore Rav Mesharsheya warned his son not to learn with them.

Reb Yaakov Emden cites our *Gemora* as proof that the Jewish population of Pumbedisa was known to be plagued with swindlers and cheats. Accordingly, perhaps we can say that Rav Mesharsheya was telling his son that Pumbedisa might not be the best location for one to reside in.