

מתני' בתולה נשאת ליום הרביעי, ואלמנה ליום החמישי. שפעמים בשבת בתי דינין יושבין בעיירות: ביום השני וביום החמישי, שאם היה לו טענת בתולים היה משכים לבית דין.

גמ' אמר רב יוסף אמר רב יהודה אמר שמואל: מפני מה אמרו בתולה נשאת ליום הרביעי – לפי ששנינו: הגיע זמן ולא נישאו – אוכלות משלו, ואוכלות בתרומה.

יכול הגיע זמן באחד בשבת יהא מעלה לה מזונות – לכך שנינו: בתולה נשאת ליום הרביעי.

MISHNA A virgin^N is married on Wednesday^{HN} and a widow on Thursday.^N The reason for the former is that twice a week^N courts convene in the towns, on Monday and Thursday, so that if the husband had a claim concerning the bride's virginity^N when consummating the marriage on Wednesday night, he would go early the next day to court and make his claim.

GEMARA Rav Yosef said that Rav Yehuda said that Shmuel said: Due to what reason did they say^N that a virgin is married on Wednesday? It is because we learned in a mishna elsewhere (57a): If the time that the groom designated for the wedding arrived, and the wedding was postponed, and they were not married, the brides are entitled to eat from his food and, if he is a priest, eat *teruma*.

One might think that if the designated time arrived on Sunday, and the wedding was postponed, he would provide her sustenance beginning on Sunday. Therefore, we learned: A virgin is married on Wednesday. Until Wednesday, the designated time is not considered to have arrived, even if the original date was earlier in the week.

HALAKHA

בתולה נשאת ליום הרביעי: In places where the courts convene only on Mondays and Thursdays, a virgin is married on Wednesday, so that if the groom has a claim concerning her virginity, he can go to court early the next day (Rambam *Sefer Nashim, Hilkhot Ishut* 10:15; *Shulhan Arukh, Even HaEzer* 64:3).

NOTES

Virgin – **בתולה**: *Tosafot* ask: Why doesn't the tractate begin with the definite article: The virgin, a style employed by the Mishna in other areas? The primary answer is that the definite article is employed only with regard to matters mentioned in the Torah, and the day set for the wedding of a virgin is a rabbinic ordinance.

Wednesday – **יום הרביעי**: *Tosafot* write that this indicates that the wedding is performed during the day and not on Wednesday night. This is because frequently lengthy negotiations precede the signing of the marriage contract between the parties. In addition, in the case of wedding performed at night, the wedding celebration and feast would likely extend deep into the night, (*Tiferet Yisrael*). Due to these factors, there is concern that if the wedding is performed at night, it will not be consummated that night.

The Ritva notes that use of the prefix *le*, meaning to, instead of *be*, meaning on, alludes to the fact cited later in the Gemara that the wedding is postponed to Wednesday even if the time designated for the marriage was earlier in the week. The prefix in the variant reading in the Jerusalem Talmud is the more conventional *be*.

And a widow on Thursday – **ואלמנה ליום החמישי**: The mishna does not specify why a widow is married on Thursday. Some commentaries explain that the reasons cited in the Gemara for this ordinance do not apply in all cases. That the Sages were assiduous in seeing to the well-being of Jewish women (5a), ensuring that her groom will rejoice with her three days, applies only if the groom has a profession. The other reason cited there: Since the blessing of procreation was stated to man on the sixth day of Creation, is not obligatory (Ramban; Ritva).

The Ran writes that the main reason the Sages set a specific day for a wedding was for virgin brides, where there is concern that perhaps she committed adultery after betrothal and is therefore forbidden to the groom. Once that ordinance was instituted, additional reasons to establish a specific day for widows were suggested as well. However, since the primary ordinance was instituted for virgins, the Gemara does not elaborate on the ordinance instituted with regard to widows.

The Ran, in his commentary on the Rif, writes that the Sages obscured the reasons for establishing these specific days to prevent people from taking them lightly, as the reasons do not apply in all cases.

That twice a week – **שפעמים בשבת**: This ordinance that courts convene on Monday and Thursday is one of the ten ordinances instituted by Ezra (*Bava Kamma* 82a). Prior to the institution of that ordinance, no courts convened in the towns at all, and people would rely on the courts in the big cities, or convene a court ad hoc when necessary. No flexibility was displayed with regard to this ordinance in order to facilitate greater freedom in choosing a wedding day because of the significance accorded Ezra and his ordinances. There was concern that if one of his ordinances was revoked, others might follow (see Meiri).

If the husband had a claim concerning the bride's virginity – **אם היה לו טענת בתולים**: The early commentaries question this reason from a variety of perspectives. For one, the Gemara in several places states that promiscuity is uncommon. Why then, did the Sages institute an ordinance due to an uncommon phenomenon?

They answer that when the Sages said that promiscuity was uncommon, they spoke with regard to specific cases, e.g., engaging in relations with one's sister's daughter or with a married woman. However, engaging in relations with a woman who is merely betrothed before marriage is sufficiently commonplace to warrant instituting the ordinance (see *Tosafot* and Rosh).

The commentaries raise an additional question with regard to the validity of the claim concerning virginity in terms of rendering the bride forbidden to him. Even if he discovered that she was not a virgin, there is a compound uncertainty with regard to whether his bride is forbidden: There is uncertainty whether she engaged in relations before betrothal, in which case she is not forbidden to him, or whether she did so after betrothal, in which case she is forbidden to him. There is additional uncertainty, as, even if she engaged in relations after betrothal, it is uncertain whether she engaged in relations of her own volition or whether she was raped, in which case she would be permitted to him. In cases of compound uncertainty with regard to a prohibition, the ruling is lenient. Therefore, the woman should be permitted in this case.

Therefore, *Tosafot* explain that the original ordinance setting the wedding of a virgin on Wednesday was instituted due to those women with regard to whom there is only one uncertainty, e.g., the wife of a priest, who is rendered forbidden

to him even if she was raped, or a woman who was betrothed before she was three years and one day old, in which case it is clear that she engaged in relations after betrothal. Once the ordinance was in place, the Sages established it as the standard for all virgins.

Rashi explains that the groom's claim that the wife is not a virgin does not render her forbidden to her husband. Rather, the expectation is that once the matter is publicized in court, perhaps witnesses will come and testify that she committed volitional adultery after betrothal.

The Ritva explains that it is implausible that the Sages would institute an ordinance for the small minority of cases included in the explanation of *Tosafot*. However, if Rashi's reason is combined with theirs, that would provide sound basis for instituting the ordinance.

The Meiri cites an opinion shared by several commentaries. They explain that the hope is that when the woman stands before the court, if she is guilty, she will admit that she committed adultery. The Rashba rejects that opinion. The Meiri cites an additional consideration: There is a monetary aspect to the claim, as the groom is claiming that he agreed to a marriage contract of two hundred dinars based on the presumption that she was a virgin. After discovering that she is not a virgin, he claims that the marriage contract should be for the one hundred dinars to which a non-virgin is entitled, or even that the betrothal was a mistaken transaction and the bride is not entitled to a marriage contract at all.

Due to what reason did they say – **מפני מה אמרו**: The commentaries go to great lengths to explain the first version of Shmuel's comments, which ties the ordinance that a virgin marry on Wednesday to the time from which the groom is duty bound to provide for his betrothed, in an attempt to explain why the Gemara thought to connect the two *halakhot*, although it was ultimately rejected.

According to the Rivash, Rav Yosef doesn't think that the claim concerning virginity is a sufficient reason to institute an ordinance, and so he wanted to explain Shmuel's position as follows: Since the Sages set a time after which the groom is obligated to provide for his betrothed, the wedding should take place on that day as well.

So that the groom would exert himself in arranging the wedding feast for three days – שִׁיחָא טוּרַח – בְּסַעֲוֵדָה שְׁלֹשָׁה יָמִים: In places where the courts convene every day, a man and woman can marry on any day that he chooses, provided that he exerts himself for three days preparing the feast. Therefore, in many places it was customary for marriages to take place on Friday, after the groom had exerted himself sufficiently for the feast. However, if the bride and her family are willing to forgo the elaborate preparations, the three days apparently are not required, and that is in fact the custom (Rambam *Sefer Nashim, Hilkhot Ishut* 10:14, 19; *Shulhan Arukh, Even HaEzer* 64:3).

If the time arrived on Sunday – הִגִּיעַ זְמַן בְּאֶחָד בְּשַׁבָּת: If a date several months after the betrothal was set for the wedding, and that date occurred, for example, on a Sunday or Friday, the groom is not required to provide for his wife from that day, since the wedding was postponed due to a rabbinic ordinance, as explained later in the Gemara (Rambam *Sefer Nashim, Hilkhot Ishut* 10:19; *Shulhan Arukh, Even HaEzer* 56:3).

If the husband fell ill, etc. – חָלָה הוּא וְכוּ': If a date was set for the wedding, and it was postponed due to unavoidable circumstances, e.g., the bride or groom fell ill or the bride began to menstruate, then the groom is not required to provide sustenance for his betrothed (Rambam *Sefer Nashim, Hilkhot Ishut* 10:19; *Shulhan Arukh, Even HaEzer* 56:3).

LANGUAGE

Began to menstruate [*peirsa nidda*] – פִּירְסָה נִדָּה: It is difficult to ascertain the meaning of the verb *peirsa* as it is employed here. There is a variant reading, *peirsha*, meaning separation or a discharge from the woman. Others suggest that it is taken from, or at least influenced by, the Greek ἀπορροισ, *aporrois*, meaning flow or leak.

אָמַר רַב יוֹסֵף: מְרִיחַ דְּאַבְרָהָם! תְּלִי תַנְיָא בְּדִלָּא תַנְיָא. הִי תַנְיָא וְהִי לָא תַנְיָא? הָא תַנְיָא וְהָא תַנְיָא! אֶלָּא: תְּלִי תַנְיָא דְמַפְרֵשׁ טַעְמָא, בְּדִתַּנְיָא דְלָא מַפְרֵשׁ טַעְמָא!

אֶלָּא, אִי אֵיתֵמַר הִכִּי אֵיתֵמַר, אָמַר רַב יְהוּדָה אָמַר שְׂמוּאֵל: מִפְּנֵי מַה אָמְרוּ בְּתוּלָה נִשְׂאָת לְיוֹם הָרְבִיעִי – שְׂאָם הָיָה לוֹ טַעְנַת בְּתוּלִים הִיָּה מִשְׂכִּים לְבֵית דִּין. וְתִנְיָשָׂא בְּאֶחָד בְּשַׁבָּת, שְׂאָם הָיָה לוֹ טַעְנַת בְּתוּלִים הִיָּה מִשְׂכִּים לְבֵית דִּין. שְׂקִדוֹ חֲכָמִים עַל תַּקְנַת בְּנוֹת יִשְׂרָאֵל, שִׁיחָא טוּרַח בְּסַעֲוֵדָה שְׁלֹשָׁה יָמִים: אֶחָד בְּשַׁבָּת וְשֵׁנִי בְּשַׁבָּת וְשְׁלִישִׁי בְּשַׁבָּת, וּבְרִבְעִי בּוֹנֶסָה.

וְעִבְשׁוּ שְׂשֻׁנֵנוּ "שְׂקִדוֹ", אוֹתָהּ שְׂשֻׁנֵנוּ הִגִּיעַ זְמַן וְלֹא נִשְׂאָו אוֹכְלוֹת מִשְׁלוֹ וְאוֹכְלוֹת בְּתוּרֹמָהּ, הִגִּיעַ זְמַן בְּאֶחָד בְּשַׁבָּת, מִתּוֹךְ שְׂאִינוּ יְכוּלִ לְכַנּוֹס – אֵינוּ מַעֲלָה לָהּ מִזְוָנוֹת.

לְפִיכֵן, חָלָה הוּא, או שְׂחִלְתָּהּ הִיא, או שְׂפִירְסָה נִדָּה – אֵינוּ מַעֲלָה לָהּ מִזְוָנוֹת.

After citing the statements above, Rav Yosef said in astonishment: Lord of Abraham,^N Shmuel makes that which is taught dependent on that which is not taught, using the latter to explain the former. The Gemara asks: Which is taught and which is not taught? Both this mishna is taught and that mishna is taught. The Gemara answers: Rather, Shmuel makes the *halakha* that is taught in the mishna here, whose reason is explicit,^N dependent on a *halakha* that is taught in the later mishna, whose reason is not explicit. Citation of the later mishna contributed nothing to the understanding of the mishna here.

Rather, if it was stated, this is how it was stated: Rav Yehuda said that Shmuel said: Due to what reason did the Sages in the mishna say that a virgin is married on Wednesday?^N It is so that if the husband had a claim concerning the bride's virginity, he would go early the next day to court and make his claim. The Gemara asks: But if that is the reason, let her marry on Sunday, as then too, if the husband had a claim concerning the bride's virginity, he would go early the next day to court and make his claim. The Gemara answers: The Sages were assiduous in seeing to the well-being of Jewish women^N and instituted that the wedding take place on Wednesday, so that the groom would exert himself in arranging the wedding feast for three days:^H Sunday, Monday, and Tuesday, and on Wednesday, he marries her.

The Gemara continues: And now that we learned that the reason for the ruling in the mishna that a woman is married on Wednesday is that the Sages were assiduous^N in this matter, then with regard to that *halakha*, which we learned in the later mishna: If the time arrived and they were not married, the brides are entitled to eat from his food and eat *teruma*, one may conclude: If the time arrived on Sunday,^H since he is unable to marry her because he is busy preparing the wedding feast, he is not obligated to provide her sustenance until Wednesday.

Therefore, according to the same line of reasoning, if the husband fell ill,^H or if the bride fell ill, or in a case where she began to menstruate [*peirsa nidda*]^{LN} and the wedding had to be postponed, he similarly need not provide her sustenance from the designated time, as he did not initiate the delay.

NOTES

Lord of Abraham – מְרִיחַ דְּאַבְרָהָם: The commentaries explain Rav Yosef's powerful reaction to the statement of Shmuel in different ways. Some explain that he cited the statement as he originally heard it, and he wondered how to resolve the problem. Others explain that, as mentioned throughout the Talmud, due to illness, Rav Yosef lost his memory, and he was uncertain whether he cited the statement correctly.

The answer of the Gemara is understood in various ways, based on these explanations. According to the first explanation, the Gemara proceeds to answer Rav Yosef's question. According to the second explanation, Rav Yosef himself remembered that the statement that he cited was actually stated differently (see Rashba and Meiri).

He makes the *halakha* that is taught, whose reason is explicit – תְּלִי תַנְיָא דְמַפְרֵשׁ טַעְמָא: Although the reason isn't fully articulated in the mishna, as no explanation is provided why the marriage is on Wednesday and not Sunday, there is a reason cited: If the husband had a claim concerning the bride's virginity when consummating the marriage on Wednesday night, he would go early the next day to court and make his claim. No reason is cited in the other mishna (Ramban; Rashba).

Due to what reason did the Sages say that a virgin is married on Wednesday – מִפְּנֵי מַה אָמְרוּ בְּתוּלָה נִשְׂאָת לְיוֹם הָרְבִיעִי: Most commentaries explain that the question is: Why did the ordinance designate Wednesday as opposed to Sunday? It is implausible to suggest that Wednesday is merely an example and the same is true for Sunday. Were that the case, the mishna should have mentioned Sunday, which is earlier in the week. According to this understanding, when the Gemara suggests: Let her marry on Sunday, it is not an additional question but rather the conclusion of the first question (Rabbi Aha-

ron HaLevi). Others explain that the original question is: Why was Wednesday chosen and not any other day of the week? According to that explanation, there are two separate questions (Rivash; see *Shita Mekubbetzet*).

The Sages were assiduous in seeing to the well-being of Jewish women – שְׂקִדוֹ חֲכָמִים עַל תַּקְנַת בְּנוֹת יִשְׂרָאֵל: The Ramban asks: Why is this ordinance specifically attributed to the well-being of Jewish women? Don't the men rejoice as well? He explains that this ordinance is said to benefit the woman because if the husband did not prepare the feast in advance, he would be occupied with the preparations during the days of celebration, and the bride would be left alone.

The Ritva explains that the Sages sought to ensure that the groom would exert himself in arranging the wedding feast, since, as the Gemara later explains, he will be reluctant to make false accusations and have all his efforts go to waste. That is the reason his claim concerning virginity is accorded credibility.

And now that we learned that the Sages were assiduous – וְעִבְשׁוּ שְׂשֻׁנֵנוּ שְׂקִדוֹ: It appears that Shmuel was referring to the *baraita* where it is stated that the Sages were assiduous in seeing to the well-being of Jewish women and ensured that the groom would exert himself in arranging the wedding feast for three days prior to the wedding. He considered that to be the primary reason for the ordinance in the mishna, and he therefore explained the mishna to mean: If the time arrived and they did not marry. An opinion cited in the *Shita Mekubbetzet* suggests that Shmuel's statement itself is a primary halakhic source, as Shmuel was one of the first *amora'im*.

With regard to the connection between the assiduousness of the Sages and the fact that the groom need not provide for his betrothed until Wednesday, Rashi explains that once the

Sages instituted that the wedding must be on Wednesday, it is tantamount to circumstances beyond his control preventing him from marrying earlier in the week. Therefore, he is exempt from the obligation to provide support for his betrothed.

The Ramban explains that were Wednesday designated merely to facilitate the groom's claim concerning virginity, the bride could contend that if that is the reason for waiting until Wednesday to marry, she should not have to forgo the support to which she is entitled. However, once there is an additional reason of which she is the beneficiary, that claim is baseless and the groom is exempt.

The Ramban provides another explanation. If not for the statement of Shmuel, it could have been understood that there is a dispute between the mishna and the *baraita*. The mishna here holds that the only reason for the ordinance was the claim concerning virginity. Therefore, although the mishna stated that a virgin marries on Wednesday, the same is true for Sunday. However, according to the *baraita* with regard to the assiduousness of the Sages, a virgin marries only on Wednesday. Taken together, the reasons cited in the two sources lead to the conclusion that the *tanna* of the mishna is also of the opinion that a virgin marries specifically on Wednesday.

She began to menstruate – פִּירְסָה נִדָּה: Based on this and other sources, the Ramban and the *ge'onim* maintain that it is actually prohibited to conduct a wedding ceremony if the status of the bride is that of a menstruating woman. Others are of the opinion that it is not prohibited, but the custom is not to do so, so that he will not be in seclusion with her while she is forbidden to him. The Meiri and others discuss this at length and tie this dispute to the fundamental dispute with regard to the nature of the wedding canopy.

His field was inundated – נִסְתַּחֲפָה שְׂדֵהוּ: Based on Rashi's explanation that she is effectively saying to him that it is his misfortune that caused the postponement, the commentaries ask: Why not say when he falls ill that her misfortune caused the postponement? Some explain that since the mitzva of procreation is incumbent specifically on the husband, any delay in the wedding is attributable to his misfortune. The Ramban and others reject this.

Apparently, since he committed to marry her at a certain time, he incurs a monetary obligation. If the wedding is postponed, even due to circumstances beyond his control, it is like any case of monetary loss due to circumstances beyond one's control (Rabbi Aharon HaLevi).

LANGUAGE

Set period [veset] – יָסֵת: This term is employed throughout the Talmud and midrash in the sense of anything that works on a fixed schedule. It is especially employed in reference to a woman's menstrual cycle. Many scholars attribute the word to the Greek ἔθος, *ethos*, whose principle meaning is custom or habit. However, others assert that the word, at least in its specific meaning with regard to the menstrual cycle, is connected to the Aramaic *vas*, to be sullied.

וְאִיכָא דְבִעֵי לָהּ מִיְבֵעָא: חֵלָה הוּא מַהוּ?
הָתָם טַעֲמָא מַאי – מְשׁוּם דְאַנְיָס, וְהִקָּא
נְמִי – הָא אַנְיָס. אוּ דְלָמָא: הָתָם אַנְיָס
בְּתַקְנָתָא דְתַקִּינוּ לִיהּ רַבְנָן, הִקָּא – לָא.

And there are those who raised it as a dilemma: If the groom fell ill, what is the ruling with regard to his obligation to provide her sustenance? There, in the case where the designated time arrived on Sunday, what is the reason that he is exempt? It is due to the fact that he was forced to postpone the wedding by circumstances beyond his control. And here too, isn't he forced by circumstances beyond his control, and he should therefore be exempt? Or, perhaps there is a distinction between the cases. There, he was forced by an ordinance that was instituted by the Sages that a virgin marries on Wednesday, and they exempted him from providing for her until then. However, here, that is not the case. Therefore, despite the existence of circumstances beyond his control, he is not exempt from providing her sustenance due to his illness.

וְאִם תִּמְצִי לומר חֵלָה הוּא מַעֲלָה לָהּ
מְזוּנוּת, חֵלָתָה הִיא מַהוּ? מְצִי אָמַר לָהּ:
אֵינָא דְלָא בְּאִימְנָא, אוּ דְלָמָא, מְצִי
אָמְרָה לִיהּ "נִסְתַּחֲפָה שְׂדֵהוּ"?

And if you say that if he fell ill, he provides her sustenance at the time designated for the wedding, then if she fell ill, what is the ruling? Can he say to her: I am standing here prepared to wed you, and if you are not prepared, it is not my fault? Or perhaps she can say to him that his field was inundated,ⁿ i.e., her illness is tantamount to a natural disaster that befell him, and he must nevertheless provide for her.

וְאִם תִּמְצִי לומר אָמְרָה לִיהּ "נִסְתַּחֲפָה
שְׂדֵהוּ", פִּירְסָה נְדָה מַהוּ?

And if you say that if she fell ill she can say to him that his field was inundated, if she became a menstruating woman and the wedding was postponed, what is the ruling? Is this too considered an unavoidable circumstance, like illness, and he must provide for her, or was this predictable?

בְּשַׁעַת וּסְתָהּ – לָא תִיבְעֵי לָךְ.

If she began menstruating at the time of her set period [vista],^l do not raise the dilemma,

Perek I

Daf 2 Amud b

דְּלָא מְצִי אָמְרָה לִיהּ "נִסְתַּחֲפָה שְׂדֵהוּ".
כִּי תִיבְעֵי לָךְ – שְׁלָא בְּשַׁעַת וּסְתָהּ מַאי?
כִּינּוּ דְלָא בְּשַׁעַת וּסְתָהּ הוּיָא – מְצִי
אָמְרָה לִיהּ "נִסְתַּחֲפָה שְׂדֵהוּ", אוּ דְלָמָא,
כִּינּוּ דְאִיכָא נְשִׂי דְקָא מְשַׁנְיָא וּסְתִיְהוּ,
בְּשַׁעַת וּסְתָהּ דְמִי?

as it is clear that she cannot say to him that his field was inundated. Here, the circumstances were avoidable, and postponement of the wedding is attributable to her. When you should raise a dilemma is in a case where menstruation began not at the time of her set period. What is the ruling there? Since it is not the time of her set period, it is comparable to the case of her illness, and she can say to him that his field was inundated. Or, perhaps since there are some women whose set period changes, it is avoidable, and its legal status is like menstruation at the time of her set period, and postponement of the wedding is attributable to her.

פְּשִׁיט רַב אַחָאי: הִגִּיעַ זְמַן וְלֹא נִישְׂאוּ
אוּכְלוֹת מְשֻׁלוֹ וְאוּכְלוֹת בְּתָרוּמָה. לָא
נִישְׂאוּ לָא קְתַנִּי, אֶלָּא לָא נִישְׂאוּ.

Rav Aḥai resolvedⁿ these dilemmas through a careful reading of the mishna: If the time arrived and they were not married, the brides are entitled to eat from his food and eat *teruma*. It doesn't teach: And the grooms didn't marry, in the active form. Rather, it teaches: And the brides were not married,ⁿ in the passive form.

הִיכִי דְמִי, אִי דְקָא מַעֲבָבִין אִינְהִי – אָמַי
אוּכְלוֹת מְשֻׁלוֹ וְאוּכְלוֹת בְּתָרוּמָה? אֶלָּא
לָא דְאִינְיָס כִּי הִיא גְּוֹנָא, וְקַתְנִי:
אוּכְלוֹת מְשֻׁלוֹ וְאוּכְלוֹת בְּתָרוּמָה!

The Gemara asks: What are the circumstances described in the phrase: They were not married? If the brides postpone the marriage, why do they eat from his food and eat *teruma*? Rather, is it not referring to a case where they were compelled by circumstances beyond their control in that manner, e.g., the bride falling ill or beginning to menstruate, and it teaches: The brides eat from his food and eat *teruma*, and his bad fortune is responsible for his situation.

NOTES

Rav Aḥai resolved – פְּשִׁיט רַב אַחָאי: *Tosafot* reject the Rashbam's opinion that this is referring to Rav Aḥai Gaon, the author of the *She'iltot*, as the *amora* Rav Ashi, who is cited in the Gemara as rejecting the resolution of Rav Aḥai, could not have rejected the statement of one who lived several centuries after his death. There are variant readings (see Meiri), who cite the rejection of the resolution of Rav Aḥai without attribution. Based on the Epistle of Rav Sherira Gaon, the reference is to Rav Aḥai of Bei Hittim, who was one of the *savora'im*, a member of the post-amoraic generation responsible for the redaction of the Talmud.

It doesn't teach: And the grooms didn't marry [*nasu*], rather: And the brides were not married [*nisu*] – לָא נִישְׂאוּ: The early commentaries question how the Gemara determined that the term in the mishna is *nisu*, referring to the brides, and not *nasu*, referring to the grooms. After all, the mishna was written without vocalization. The Ritva answers, citing Rabbeinu Yitzḥak, that had the groom been the subject of the sentence, it should have said *nasa*, in the singular, as in the first clause of the mishna it says: One gives the man twelve months, in the singular. Others determined that the bride is the subject from the continuation of the mishna: The brides are entitled to eat from his food. Had the grooms been the subject, it would have continued: The brides are entitled to eat from their food. The Rashba and the Rosh explain simply that since the Gemara is a record of study conducted orally, they were aware of the correct reading.

Actually I will say to you, etc. – לְעוֹלָם אֵימָא לָךְ וְכוּ׳. The Meiri has a variant reading. First, the Gemara cites an unattributed response: Actually, I will say to you that in a case of unavoidable circumstances, she is not entitled to eat from his food, meaning that in a case where the circumstance came about due to the woman, he need not provide for her until the wedding. The Gemara then cites the statement of Rav Ashi: In any case of unavoidable circumstances, whether they affect him or they affect her, she doesn't eat from his food. The only case where she eats from his food prior to the wedding is when the groom made a conscious decision to postpone the wedding.

Unavoidable circumstances have no legal standing with regard to bills of divorce – אֵין אוֹנֵם בְּגִטּוֹן – The early commentaries broaden the scope of this discussion and ask a more general question: In what cases do unavoidable circumstances have legal standing, so that a condition that was violated due to those circumstances is considered not to have been violated?

With regard to stipulations in monetary agreements, some maintain that unavoidable circumstances have legal standing (Rashba). Others maintain that they do not (see Rabbi Aharon HaLevi).

Others distinguish between different cases. In the case of a mutual agreement between two parties, a claim of unavoidable circumstances is not accepted in favor of one of the parties at the expense of the other. However, in a unilateral action, e.g., a gift, that claim is effective. Based on that approach, a claim of unavoidable circumstances should be effective in the case of divorce as well, as delivery of the bill of divorce is a unilateral action on the part of the husband. However, there are other reasons that the claim is not accepted in those cases.

Others distinguish between conditions that require performance of an action and conditions stipulating failure to perform an action, e.g., if I do not return. In the former case, failure to perform the action negates the transaction, regardless of the reason for that failure. However, in the latter case, since one sought to fulfill the condition and prevent the transaction from taking effect, the claim of unavoidable circumstances is effective, and his failure to fulfill the condition does not activate the transaction (see Meiri).

That there is no bill of divorce posthumously – דְּאֵין גִּטּוֹן לְאַחֵר מִיְתָהּ – The question is raised: What proof is there that the reason it is not a divorce is that there is no bill of divorce posthumously and not that there are unavoidable circumstances?

Some explain that were the intention to teach that failure to fulfill the condition due to unavoidable circumstances is not considered failure, the *tanna* should have taught the case: This is your bill of divorce from now if I did not return from now until the conclusion of twelve months, where the bill of divorce would not be posthumous. The fact that the *tanna* did not teach that case indicates that the reason the bill of divorce is void is that there is no bill of divorce posthumously.

אָמַר רַב אֲשִׁי: לְעוֹלָם אֵימָא לָךְ: כָּל אוֹנֵסָא לָא אָכְלָהּ, וְדָקָא מְעַבְבִּי אֵינְהוּ, וּבְדִין הוּא דְאֵיבְעִי לֵיהּ לְמִיתָנִי "לֹא נִשְׂאוּ", וְאֵינְדִי דְתָנָא רִישָׁא בְּדִידְהִי תָנָא נְמִי סִיפָא בְּדִידְהִי.

אָמַר רַבָּא: וְלַעֲנֵנִי גִטּוֹן אֵינוּ כֵּן. אֲלֵמָא קִסְבֵּר רַבָּא: אֵין אוֹנֵם בְּגִטּוֹן.

מָנָא לֵיהּ לְרַבָּא הָא? אֵילֵמָא מְהָא דְתָנָן: "הֲרֵי זֶה גִּטּוֹן אִם לֹא בָּאתִי מִכָּאן וְעַד שְׁנַיִם עָשָׂר חֳדָשׁ, וּמֵת בְּתוֹךְ שְׁנַיִם עָשָׂר חֳדָשׁ, אֵינוּ גִטּוֹן. הֲרֵי זֶה גִטּוֹן." הָא הָא חֲלָה – הֲרֵי זֶה גִטּוֹן.

וְדִלְמָא לְעוֹלָם אֵימָא לָךְ: חֲלָה נְמִי אֵינוּ גִטּוֹן, וְהֵיא גּוֹפָא קָא מְשַׁמְעַ לָךְ: דְּאֵין גִּטּוֹן לְאַחֵר מִיְתָהּ?

אֵין גִּטּוֹן לְאַחֵר מִיְתָהּ – הָא תָנָא לֵיהּ רִישָׁא: "הֲרֵי זֶה גִּטּוֹן אִם מֵתִי" הֲרֵי זֶה גִּטּוֹן מְחֹלִי זֶה" הֲרֵי זֶה גִּטּוֹן לְאַחֵר מִיְתָהּ – לֹא אָמַר כְּלוּם.

Rav Ashi said: Actually, I will say to you.^N In any case of unavoidable circumstances, whether they affect him or they affect her, she doesn't eat from his food, and the mishna is referring to a case where grooms postpone the wedding. And by right, the *tanna* should have taught: They didn't marry, which would have established that grooms caused the postponement. And since the *tanna* taught the first clause of the mishna cited above in terms of a bride: The Sages give a virgin twelve months, it taught the latter clause in terms of a bride. Therefore, no inference may be drawn from the formulation of the latter clause. Only if the groom postpones the wedding is he obligated to provide sustenance for the women when the time designated for the wedding arrives.

Rava said: And although delays caused by circumstances beyond his control exempt the groom from providing support to his betrothed at the time originally designated for the wedding, with regard to bills of divorce that is not so. Apparently, Rava maintains that unavoidable circumstances have no legal standing with regard to bills of divorce.^{NH} If one stipulated that the bill of divorce will take effect only with the fulfillment of a condition, even if that condition was fulfilled due to circumstances beyond his control, the bill of divorce takes effect.

The Gemara asks: From where does Rava learn this principle? If we say it is from that which we learned in a mishna (*Gittin* 76b) with regard to one who said to his wife: This is your bill of divorce, if I do not return from now until the conclusion of twelve months, and he died within those twelve months,^H the document is not a bill of divorce. Therefore, if she has no children from her deceased husband, the *halakhot* of levirate marriage would apply to her. The Gemara infers: If he died, that is when it is not a bill of divorce, since a divorce cannot take effect posthumously. By inference, in cases involving other circumstances beyond his control, e.g., if he fell ill, and therefore did not return, it is a bill of divorce and it takes effect. Apparently, if the reason for his failure to arrive is a circumstance beyond his control, the divorce takes effect.

The Gemara refutes that proof. And perhaps, actually I will say to you that in the case where he falls ill it is also not a bill of divorce, and the mishna cited the case of death merely as an example of circumstances beyond his control. And the reason that example itself was chosen is to teach us that there is no bill of divorce posthumously.^N Even if the divorce is not conditional, and the husband simply states that it will take effect after he dies, it is not a valid bill of divorce.

The Gemara asks: Does it come to teach that there is no bill of divorce posthumously? Wasn't it already taught in the first clause of the mishna (*Gittin* 72a) that if one on his deathbed said to his wife: This is your bill of divorce if I die,^H or: This is your bill of divorce if I die from this illness, or: This is your bill of divorce after I die, he said nothing. The bill of divorce does not take effect after his death.

HALAKHA

Unavoidable circumstances have no legal standing with regard to bills of divorce – אֵין אוֹנֵם בְּגִטּוֹן – With regard to one who gave his wife a bill of divorce and stipulated that it will take effect only if a condition is fulfilled, if the condition remains unfulfilled due to circumstances beyond his control, the divorce takes effect because unavoidable circumstances have no legal standing with regard to bills of divorce.

The early commentaries (Rosh) rule, based on the Gemara in tractate *Gittin*, that this is the ruling only in cases involving normal circumstances beyond one's control. However, in extremely rare circumstances of that kind, even Rava would agree that the bill of divorce would not take effect.

Although the Gemara here (3a) cites an alternative version of Rava's statement, and the *halakha* is typically ruled in accordance with the latter version, the *ge'onim* and Rabbeinu Hananel note that in this case there are reasons for ruling in

accordance with the first version. For one, the Gemara cites several sources that support the first version and are difficult according to the second. Furthermore, the discussion in the parallel Gemara in *Gittin* (34a) is according to the first version (Rambam *Sefer Nashim*, *Hilkhot Geirushin* 9:8; *Shulhan Arukh*, *Even HaEzer* 144:1).

This is your bill of divorce...and he died within those twelve months...ומת בתוך שנים עשר חדש – הֲרֵי זֶה גִּטּוֹן: The Rambam rules, in accordance with the unattributed mishna, that in the case of one who gave his wife a bill of divorce and stipulated that it would take effect only if he failed to return by a specified time, and he died within that period, the divorce does not take effect. The Ra'avad, cited by Rashba and the *Tur*, rules that the divorce takes effect, in accordance with the opinion of our Rabbis, who disagree with the unattributed mishna and in accordance with the opinion of Rav (*Gittin* 72a). Based on the

dispute between authorities, the ruling in the *Shulhan Arukh* is that there is uncertainty whether or not she is divorced. Therefore, if her husband dies without children, this woman must perform *halitza* and may not enter into levirate marriage (Rambam *Sefer Nashim*, *Hilkhot Geirushin* 9:2; *Shulhan Arukh*, *Even HaEzer* 144:2).

This is your bill of divorce if I die – הֲרֵי זֶה גִּטּוֹן אִם מֵתִי: With regard to one who said to his wife: This is your bill of divorce if I die, the Rambam rules, in accordance with the unattributed mishna, that the divorce does not take effect. The Ra'avad rules that the divorce takes effect, in accordance with the opinion of our Rabbis. In the *Shulhan Arukh*, the ruling of the Rambam is cited first, followed by a ruling introduced with the phrase: Some say, indicating that there is uncertainty whether or not the divorce takes effect (Rambam *Sefer Nashim*, *Hilkhot Geirushin* 9:12; *Shulhan Arukh*, *Even HaEzer* 145:1).

בִּי דִּינָא דְשָׂרוּ מִשְׁחָא – The court that permitted the oil of gentiles was prohibited by an ancient decree. Some assert that the decree dates back to the time of Daniel, but everyone agrees that it is one of the eighteen decrees issued during the Second Temple period. Many generations later, when the Sages became aware that the decree was not observed by a majority of the people, it was repealed. Although initially the Sages were hesitant about instituting this leniency, it was eventually adopted as normative *halakha* (see *Avoda Zara* 35b). Apparently, it was the court of the grandson of Rabbi Yehuda HaNasi, Rabbi Yehuda Nesia, which judged during the first generation of *amora'im*, that repealed the decree prohibiting the use of the oil of gentiles (see Rashi on *Avoda Zara* 35b). That is the court referred to in the Gemara by the words: And our Rabbis permitted her to marry. Some explain that any time the term our Rabbis is used, the reference is to the court of Rabbi Yehuda Nesia.

HALAKHA

From now if I do not return – לא באתי: With regard to one who said to his wife: This is your bill of divorce from now if I do not return within twelve months, and he dies within the twelve months, the divorce takes effect. Therefore, if her husband dies without children and the *halakhot* of levirate marriage apply, she must wait twelve months for the condition to actually be fulfilled before remarrying (Rambam *Sefer Nashim, Hilkhot Geirushin* 9:11; *Shulhan Arukh, Even HaEzer* 144:3).

But was prevented from crossing the river by the ferry – ופסקיה מברא: With regard to one who said to his wife: This is your bill of divorce from now if I do not return within thirty days, and due to circumstances beyond his control he was unable to cross the river and complete his return, the divorce takes effect, because unavoidable circumstances have no legal standing with regard to bills of divorce (Rambam *Sefer Nashim, Hilkhot Geirushin* 9:8; *Shulhan Arukh, Even HaEzer* 144:1).

דְּלָמָא לְאַפּוּקֵי מְדַרְבּוּתֵינוּ? דְּתַנָּא: וְרַבּוּתֵינוּ הִתְירוּהָ לְהַנְשֵׂא, וְאַמְרִינָן: מָאן רַבּוּתֵינוּ? אָמַר רַב יְהוּדָה אָמַר שְׂמוּאֵל: בִּי דִּינָא דְשָׂרוּ מִשְׁחָא. סְבָרֵי לֵה פְרַבֵּי יוֹסֵי, דְּאָמַר: זְמַנּוּ שְׁל שְׁטַר מוֹכִיחַ עָלֵינוּ.

The Gemara answers: **Perhaps** it was necessary for the first clause to mention specifically the case of death, **to exclude that which our Rabbis^N said^N and not to exclude the case of one who fell ill, as it is taught in a *baraita*: And our Rabbis permitted her to remarry, in a case where he died within the twelve months that he stipulated. And we said: Who are our Rabbis mentioned here? Rav Yehuda said that Shmuel said: It is the court that permitted the oil^B of gentiles for consumption. In this regard, they hold in accordance with the opinion of Rabbi Yosei, who said: The time written in a document proves when it takes effect. The fact that a certain date is written in the bill of divorce indicates that one's intention was that the divorce take effect from the day that it was written and delivered, not after his death. In any event, there is proof neither for nor against Rava's opinion from this *baraita*.**

וְאֵלָא מְסִיפָא: "מֵעַבְשֵׁי אִם לֹא בָּאֵתִי מְכָאן וְעַד שְׁנַיִם עָשָׂר חֳדָשׁ" וּמֵת בְּתוֹךְ שְׁנַיִם עָשָׂר חֳדָשׁ – הָרִי זֶה גֵּט. מֵת – וְהוּא הֵדִין לְחֻלָּה.

And rather, proof may be cited from the **latter clause** of the mishna. If a man says to his wife: This is your bill of divorce from now^N if I do not return^H from now until the conclusion of twelve months, and he died within those twelve months, this document is a bill of divorce. This is the *halakha* in a case where he dies, and the same is true if he fell ill. If the divorce takes effect when his failure to return is attributable to death, the ultimate circumstance beyond his control, all the more so should it take effect if it is attributable to a less extreme circumstance.

דְּלָמָא מֵת דְּוָקָא, דְּלֹא נִיחָא לֵיהּ דְּתַפּוּל קָמֵי יָבָם!

The Gemara rejects that proof: **Perhaps** the divorce takes effect specifically in the case where he died, because he is not amenable to have his wife happen before her *yavam*, his brother, if he had no children. However, if other circumstances beyond his control caused the condition to be fulfilled, where levirate marriage is not a consideration, his intention is that the bill of divorce will not take effect.

אֵלָא מֵהָא: דְּהוּא דְּאָמַר לָהּ "אִי לֹא אֶתְיָנָא מִיָּכָן וְעַד תִּלְתֵּי יוֹמִין לִיהוּ גִּיטָא", אֶתְנָא בְּסוֹף תִּלְתֵּי יוֹמִין וּפְסָקִיהּ מְבָרָא, אָמַר לָהּ: "חֲזוּ דְאַתָּא, חֲזוּ דְאַתָּא!" אָמַר שְׂמוּאֵל: לָאוּ שְׂמִיחָא מְתָנָא.

Rather, proof may be cited from this case, where a certain man who said to the agents with whom he entrusted the bill of divorce: If I do not return from now until after thirty days have passed, let this be a bill of divorce. He came at the end of thirty days, before the deadline passed, but was prevented from crossing the river by the ferry^H that was located on the other side of the river, so he did not come within the designated time. He said to the people across the river: See that I have come, see that I have come. Shmuel said: This is not considered to be a return. Apparently, even if the condition was fulfilled due to circumstances beyond his control, the condition is considered fulfilled.

NOTES

Our Rabbis – רַבּוּתֵינוּ: Rabbeinu Hananel explains that this is an appellation for Rabbi Yehuda HaNasi, redactor of the mishna, while others explain that the reference is to his grandson, Rabbi Yehuda Nesia (Rashba).

To exclude that which our Rabbis said – לְאַפּוּקֵי מְדַרְבּוּתֵינוּ – The commentaries ask: The Gemara could have learned to exclude that which our Rabbis said from the first clause of the mishna, as in the first clause, the bill of divorce is valid only if the husband said: From now, contrary to the opinion of Rabbi Yosei and our Rabbis, who hold: The time written in a document proves when it takes effect.

The Ri Migash answers that the first clause is referring to a case where no specific date was written in the document. Rather, a more general time was written, e.g., the month or the year.

The Ramban suggests the possibility that there is a distinction between the opinion of Rabbi Yosei and the opinion of our Rabbis. According to Rabbi Yosei, even if the husband explicitly said: This is your bill of divorce after my death, which is the case in the first clause of the mishna, because of the time written in the document the bill of divorce takes effect. However, our

Rabbis hold that in a case where one specifically stipulated that it will take effect after death, the bill of divorce does not take effect, as he merely wrote the document to ensure that she will not be subject to levirate marriage after his death. Only in a case where one stipulated that the bill of divorce will take effect if he does not return by a specific time, and he died and did not return would the bill of divorce take effect, as in that case our Rabbis concede: The time written in a document proves when it takes effect. Therefore, the first clause does not exclude the opinion of our Rabbis.

From now – מֵעַבְשֵׁי: There is a difference between a standard bill of divorce, in which the date is written, and one in which the man giving the bill of divorce to his wife stipulates that it will take effect from now. In the standard bill of divorce, the husband's intent is that the divorce will take effect only if the condition is fulfilled. However, in the latter case, where he specifies that it will take effect from now, his intent is that the divorce will take effect; he simply stipulated a condition to void it. Therefore, even if the condition remained unfulfilled due to circumstances beyond his control, the divorce takes effect.

NOTES

Due to virtuous women and due to licentious women – משום צנועות ומשום פרוצות: Most commentaries explain that a virtuous woman is one who is concerned that perhaps there was some extenuating circumstance and she will therefore remain unmarried indefinitely, despite the fact that the failure of the husband to return was obviously due to circumstances not beyond his control and clearly the courts would permit her to remarry. In contrast, licentious women are those who remarry despite the clear impression, although it falls short of actual testimony, that the husband's failure to arrive is attributable to circumstances beyond his control (Tosafot; Ritva).

The Rashba writes that a licentious woman is one who, without basis, resolutely concludes that her husband's failure to arrive was not due to unavoidable circumstances, and she marries without seeking to ascertain the truth.

Rabbi Aharon HaLevi and others explain that the term licentious is a misnomer, as the court permitted them to remarry. Relative to the virtuous women, who take special precautions to avoid any possible impropriety, these women are characterized as licentious.

ודלמא אונסא דשכיח שאני, דבין דאיבעי ליה לאתנווי ולא אתני – איהו דאפסיד אנפשיה!

The Gemara rejects that proof: **And perhaps unavoidable circumstances that are common and could be anticipated, e.g., the ferry is located at the other side of the river, are different, since he should have stipulated that exception when establishing the condition, and he did not stipulate it, he brought the failure to arrive upon himself.** Although he regrets it now, at the time his intent was that even if the condition were fulfilled due to that circumstance, the divorce would take effect. In contrast, however, if the condition is fulfilled due to an uncommon circumstance that could not have been anticipated, the divorce would not take effect.

אלא רבא סברא דנפשיה קאמר, משום צנועות ומשום פרוצות; משום צנועות, דאי אמרת לא להוי גט

Rather, Rava is stating a *halakha* based on his own reasoning. Circumstances beyond one's control are not a factor in determining whether or not a condition is fulfilled, and this is **due to virtuous women and due to licentious women.**^N The Gemara articulates: There is concern **due to virtuous women** is, as, **if you said: Let it not be a bill of divorce**, if the reason that the condition was not fulfilled was due to circumstances beyond his control,

Perek I

Daf 3 Amud a

זימנין דלא אנים, וסברה דאנים, ומיעגנא ויתבה. ומשום פרוצות, דאי אמרת לא ליהוי גיטא, זימנין דאנים ואמרה לא אנים, ואזלא ומינסבא, ונמצא גט בטל ובניה ממזרים.

then sometimes, where he was not detained unavoidably but he fulfilled the condition willingly to effect the divorce, and the wife thinks that he was detained unavoidably, she will sit deserted, forever unable to remarry. **And the concern due to licentious women is, as, if you said: Let it not be a bill of divorce, then sometimes, when he was detained unavoidably and she thinks that he was not detained unavoidably, she goes and remarries. And the result will be that the bill of divorce is void, and her children from the second marriage will be mamzerim, products of an adulterous relationship.**

ומי איבא מידי דמדאורייתא לא להוי גט ומשום צנועות ומשום פרוצות שרינן אשת איש לעלמא?!

The Gemara questions the following premise: By Torah law, a condition that is unfulfilled due to circumstances beyond one's control is considered fulfilled, and it is merely by rabbinic ordinance that it is deemed unfulfilled: **And is there a matter^N where by Torah law it is not a bill of divorce, but due to virtuous women and due to licentious women we permit a married woman to others?**

אין, כל דמקדש – אדעתא דרבנן מקדש, ואפקענהו רבנן לקידושי מיניה.

The Gemara answers: **Yes, it is within the authority of the Sages to institute an ordinance freeing the woman from the marriage, as anyone who betroths a woman, betroths her contingent upon the agreement of the Sages, and in certain cases, such as those mentioned above, the Sages invalidated his betrothal^N retroactively.**

NOTES

And is there a matter – ומי איבא מידי: The commentaries ask: Why is this difficulty not raised earlier, before the reason for Rava's opinion is analyzed? Some suggest that at that stage the thinking was that although the fact that unavoidable circumstances are halakhically significant is derived from the passage in the Torah with regard to a betrothed young woman who was raped (Deuteronomy 22:25–26), perhaps Rava holds that the claim of unavoidable circumstances is not relevant in all cases, and it has no legal standing with regard to bills of divorce. However, once it became clear that Rava holds that it is only by rabbinic law that those circumstances are ignored, and the bill of divorce is ruled effective, the question is raised: How can the Sages rule that a woman married by Torah law is divorced?

The Sages invalidated his betrothal – אפקענהו רבנן לקידושי מיניה: This *halakha* that the Sages retroactively invalidated the betrothal is applied only in a few specific cases throughout

the Talmud, and is not a panacea to be applied in every case that a problem arises, even if the problem is a severe one, e.g., a deserted wife.

Many early commentaries state that this solution is applied only in cases where there is a bill of divorce of some kind (Ramban; Rashba; Rabbi Aharon HaLevi). The Meiri proves that in certain cases, when halakhic problems arise with regard to the betrothal itself, the Sages used this procedure to invalidate it.

The early and later commentaries discussed at length the precise mechanism through which the Sages invalidate the betrothal retroactively. Some explain that just as a man can betroth a woman and stipulate that it will take effect contingent on the approval of his father, so too, in every act of betrothal there is an implicit stipulation: This betrothal will take effect contingent upon the approval of the Sages, or on the condition that the Sages do not object to it (Ritva).

Rashi goes a step further and asserts that the betrothal takes effect only when the Sages actively ratify it. Apparently, that is the opinion of *Tosafot*, who explain that this is the reason that the groom adds, when reciting the formula of the betrothal: In accordance with the law of Moses and Israel, which acknowledges that the betrothal takes effect in accordance with the provisions of both Torah and rabbinic law.

The explanation in *Sefer Hafla'a* is that there are two complementary mechanisms mentioned in the Gemara that together resolve potential difficulties. On the one hand, it is difficult to explain how the Sages can invalidate the betrothal by rendering the money with which the man betrothed the woman, which is no longer in existence, ownerless retroactively. On the other hand, there is the concern that certain people will not make their betrothal contingent on rabbinic approval. The combination of both mechanisms facilitates invalidation of the betrothal in all cases.