תַּנְיָא, רַבִּי מוּטָּל בְּצִיפּוֹרִי, וּמָקוֹם מוּכָן לוֹ בְּבֵית שְׁעָרִים. וְהָתַנְיָא: ״צֶדֶק צֶדֶק תִּרְדֹּף״ – הַלֵּךְ אַחַר רַבִּי לְבֵית שְׁעָרִים:

It is taught in a *baraita*: **Rabbi** Yehuda HaNasi was **lying** ill in **Tzippori**[B] **and** a burial **site was ready for him in Beit She'arim.**[B] The Gemara asks: **But isn't it taught** in a *baraita*: **"Justice, justice shall you follow"** (Deuteronomy 16:20); **follow Rabbi** Yehuda HaNasi **to Beit She'arim,** i.e., one should seek to have his case adjudicated by Rabbi Yehuda HaNasi's court in Beit She'arim. This indicates that Beit She'arim, not Tzippori, was Rabbi Yehuda HaNasi's place of residence, and therefore he must have been lying ill in Beit She'arim.

רַבִּי בְּבֵית שְׁעָרִים הֲוָה, אֶלָּא כֵּיוָן דַּחֲלַשׁ – אַמְטְיוּהִי לְצִיפּוֹרִי,

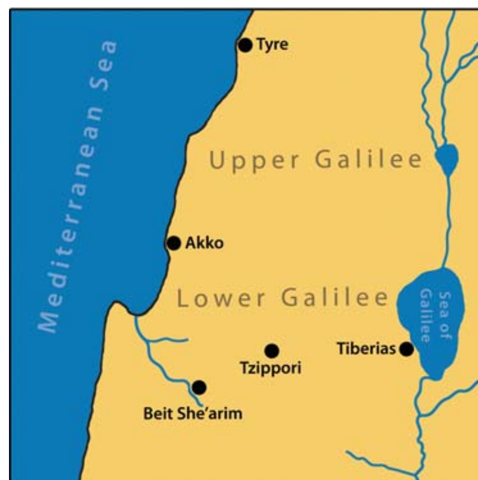
The Gemara answers: **Rabbi** Yehuda HaNasi **was in Beit She'arim, but when he became ill they transferred him to Tzippori,**

דְּמִדַּלְיָא, וּבְסִים אֲוִירָא.

which is situated at a **high** altitude **and** whose **air is scented.**

BACKGROUND

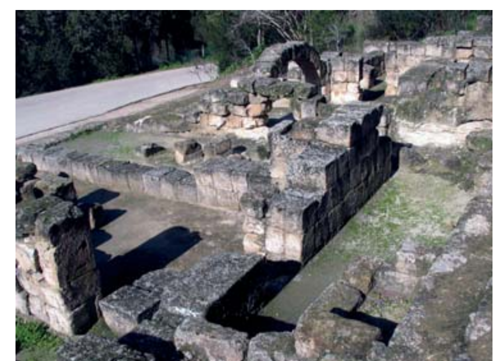
Tzippori – **צִיפּוֹרִי**: Tzippori was a large town in the Upper Galilee and the perennial rival of Tiberias for recognition as the religious capital of the Galilee. During the Second Temple period it enjoyed special status among the towns of the Galilee due to its large and learned Jewish community. Among the *tanna'im* who lived there were Rabbi Yoḥanan ben Nuri, Rabbi Ḥalafta, and the latter's famous son, Rabbi Yosei. Rabbi Yehuda HaNasi relocated to Tzippori toward the end of his life, and it became the seat of the Sanhedrin for approximately one generation. Some of Rabbi Yehuda HaNasi's disciples lived in Tzippori, including Rabbi Yishmael, son of Rabbi Yosei; Rabban Gamliel, son of Rabbi Yehuda HaNasi, who succeeded his father as *Nasi*; Rabban Gamliel's brother, Rabbi Shimon; Rabbi Ḥanina bar Ḥama, who eventually headed the yeshiva in Tzippori; and Rabbi Yannai. Even after the Sanhedrin relocated to Tiberias, Torah scholars continued to reside in Tzippori, including Rabbi Ḥanina of Tzippori and Rabbi Mana, who were prominent *amora'im*.



Map of the Galilee showing the location of Tzippori and Beit She'arim

Beit She'arim – **בֵּית שְׁעָרִים**: Beit She'arim was a small village in the Jezreel Valley known in modern times as Sheikh Abreik. It was the seat of the Sanhedrin in the days of Rabbi Yehuda HaNasi. Although Rabbi Yehuda HaNasi moved to Tzippori toward the end of his life for health reasons, he was nevertheless buried in Beit She'arim. Apparently for this reason the burial grounds at Beit She'arim gained importance, and for hundreds of years distinguished families in Eretz Yisrael and the Diaspora would bring their dead to be buried there. In recent times this large cemetery has been unearthed, with many of the ossuaries and epitaphs on the tombstones remaining intact.

Rabbi Yehuda HaNasi's burial site in Beit She'arim


Remains of ancient synagogue in Beit She'arim

הַהוּא יוֹמָא דְּנָח נַפְשֵׁיהּ דְּרַבִּי גְּזַרוּ רַבָּנַן תַּעֲנִיתָא, וּבְעוֹ רַחֲמֵי, וְאָמְרִי: כָּל מַאן דְּאָמַר ״נָח נַפְשֵׁיהּ דְּרַבִּי״ – יִדָּקֵר בַּחֶרֶב.

§ It is related that **on the day that Rabbi** Yehuda HaNasi **died, the Sages decreed a fast, and begged for** divine **mercy** so that he would not die. **And they said: Anyone who says that Rabbi** Yehuda HaNasi **has died will be stabbed with a sword.**

סְלִיקָא אַמְתֵיהּ דְּרַבִּי לְאִיגְּרָא, אָמְרָה: עֶלְיוֹנִים מְבַקְשִׁין אֶת רַבִּי, וְהַתַּחְתּוֹנִים מְבַקְשִׁין אֶת רַבִּי – יְהִי רָצוֹן שֶׁיָּכוֹפוּ תַּחְתּוֹנִים אֶת הָעֶלְיוֹנִים. כֵּיוָן דַּחֲזַאי כַּמָּה זִימְנֵי דְּעָיֵיל לְבֵית הַכִּסֵּא, וְחָלַץ תְּפִילִּין, וּמַנַּח לְהוּ, וְקָמִצְטַעַר, אָמְרָה: יְהִי רָצוֹן שֶׁיָּכוֹפוּ עֶלְיוֹנִים אֶת הַתַּחְתּוֹנִים.

The maidservant of Rabbi Yehuda HaNasi[P] **ascended to the roof** and **said: The upper** realms **are requesting** the presence of **Rabbi** Yehuda HaNasi, **and the lower** realms **are requesting** the presence of **Rabbi** Yehuda HaNasi. **May it be** the **will** of God **that the lower** worlds **should impose** their will **upon the upper** worlds. However, **when she saw how many times he would enter the bathroom and remove** his **phylacteries,** and then exit **and put them** back **on, and** how **he was suffering** with his intestinal disease, **she said: May it be** the **will** of God **that the upper** worlds **should impose** their will **upon the lower** worlds.

וְלָא הָווּ שָׁתְקִי רַבָּנַן מִלְּמִיבְעֵי רַחֲמֵי. שָׁקְלָה כּוּזָא שַׁדְיָיא מֵאִיגְּרָא [לְאַרְעָא], אִישְׁתִּיקוּ מֵרַחֲמֵי, וְנָח נַפְשֵׁיהּ דְּרַבִּי.

And the Sages, meanwhile, **would not be silent,** i.e., they would not refrain, **from begging for mercy** so that Rabbi Yehuda HaNasi would not die. So **she took a jug** [*kuza*][L] and **threw it from the roof to the ground.** Due to the sudden noise, the Sages **were** momentarily **silent** and refrained **from** begging for **mercy, and Rabbi** Yehuda HaNasi **died.**

אָמְרוּ לֵיהּ רַבָּנַן לְבַר קַפָּרָא: זִיל עַיֵּין. אֲזַל, אַשְׁכְּחֵיהּ דְּנָח נַפְשֵׁיהּ. קַרְעֵיהּ לִלְבוּשֵׁיהּ, וְאַהַדְרֵיהּ לְקִרְעֵיהּ לַאֲחוֹרֵיהּ. פָּתַח וְאָמַר: אֶרְאֶלִּים וּמְצוּקִים אָחֲזוּ בַּאֲרוֹן הַקֹּדֶשׁ, נִצְּחוּ אֶרְאֶלִּים אֶת הַמְּצוּקִים, וְנִשְׁבָּה אֲרוֹן הַקֹּדֶשׁ. אָמְרוּ לֵיהּ: נָח נַפְשֵׁיהּ? אֲמַר לְהוּ: אַתּוּן קָאָמְרִיתוּ, וַאֲנָא לָא קָאָמֵינָא.

The Sages said to bar Kappara:[P] **Go and ascertain** the condition of Rabbi Yehuda HaNasi. **He went** and **found that** Rabbi Yehuda HaNasi **had died. He tore his clothing and reversed** them so that **the tear** would be **behind him** and not be noticed. When he returned to the Sages **he opened** his remarks **and said:** The **angels** [*erelim*] **and righteous** mortals [*metzukim*][N] both **clutched the sacred ark. The angels triumphed** over **the righteous, and the sacred ark was captured. They said to him:** Has **he died? He said to them: You have said it and I did not say it,** as it had been decided that no one should say that he died.

בִּשְׁעַת פְּטִירָתוֹ שֶׁל רַבִּי זָקַף עֶשֶׂר אֶצְבְּעוֹתָיו כְּלַפֵּי מַעְלָה, אָמַר: רִבּוֹנוֹ שֶׁל עוֹלָם, גָּלוּי וְיָדוּעַ לְפָנֶיךָ שֶׁיָּגַעְתִּי בְּעֶשֶׂר אֶצְבְּעוֹתַי בַּתּוֹרָה, וְלֹא נֶהֱנֵיתִי אֲפִילּוּ בְּאֶצְבַּע קְטַנָּה, יְהִי רָצוֹן מִלְּפָנֶיךָ שֶׁיְּהֵא שָׁלוֹם בִּמְנוּחָתִי. יָצְתָה בַּת קוֹל וְאָמְרָה: ״יָבֹא שָׁלוֹם יָנוּחוּ עַל מִשְׁכְּבוֹתָם״.

It is further related: **At the time of the death of Rabbi** Yehuda HaNasi, **he raised his ten fingers toward Heaven** and **said** in prayer: **Master of the Universe, it is revealed and known before You that I toiled with my ten fingers in the Torah, and I have not derived any benefit** from the world **even with** my **small finger. May it be Your will that there be peace in my repose.**[N] **A Divine Voice emerged and said: "He enters in peace, they rest in their beds"** (Isaiah 57:2).

עַל מִשְׁכָּבְךָ מִיבְּעֵי לֵיהּ! מְסַיַּיע לֵיהּ לְרַבִּי חִיָּיא בַּר גַּמְדָּא. דְּאָמַר רַבִּי חִיָּיא בַּר גַּמְדָּא אָמַר רַבִּי יוֹסֵי בֶּן שָׁאוּל: בְּשָׁעָה שֶׁהַצַּדִּיק נִפְטָר מִן הָעוֹלָם, אוֹמְרִים מַלְאֲכֵי הַשָּׁרֵת לִפְנֵי הַקָּדוֹשׁ בָּרוּךְ הוּא: רִבּוֹנוֹ שֶׁל עוֹלָם, צַדִּיק פְּלוֹנִי בָּא. אוֹמֵר לָהֶם: יָבוֹאוּ צַדִּיקִים וְיֵצְאוּ לִקְרָאתוֹ, וְאוֹמְרִים לוֹ: יָבֹא בְשָׁלוֹם יָנוּחוּ עַל מִשְׁכְּבוֹתָם.

The Gemara asks: Why does it say: "They rest in their beds," in the plural? **It should have** said: **In your bed,** in the singular, as the beginning of the verse is phrased in the singular. The Gemara notes: This **supports** the opinion of **Rabbi Ḥiyya bar Gamda. As Rabbi Ḥiyya bar Gamda said** that **Rabbi Yosei ben Shaul said: At the time when a righteous individual departs from the world, the ministering angels say before the Holy One, Blessed be He: Master of the Universe, the righteous** individual **so-and-so is coming.** The Holy One, Blessed be He, then **says to them: The righteous should come** forth **and they should go out toward him. And** the righteous **say to** the newly deceased individual: **He enters in peace,** and subsequently, the righteous **rest in their beds.**

PERSONALITIES

The maidservant of Rabbi Yehuda HaNasi – אַמְתֵיהּ דְּרַבִּי: The maidservant of the household of Rabbi Yehuda HaNasi is mentioned here and in several other contexts in the Gemara. She famously spoke in the purest, most ancient form of the Hebrew language, including words with which the Sages themselves were no longer familiar. It seems that she was a unique servant who was perhaps raised in the family of the *Nesi'im*. The Gemara recounts her wise conduct and her witty and wise manner of speech.

Bar Kappara – בַּר קַפָּרָא: Bar Kappara was one of the Sages of Eretz Yisrael during the transitional generation between the *tanna'im* and the *amora'im*. Bar Kappara's first name is unknown, although some say that it was Shimon. His connection, if any, to Rabbi Elazar HaKappar is also unclear.

Bar Kappara was one of the leading disciples of Rabbi Yehuda HaNasi, and as a colleague of Rabbi Ḥiyya he collated a collection of *baraitot* cited many times in the Talmud. Also frequently quoted in the Talmud are his halakhic rulings. Bar Kappara was also known as one of the most prominent homilists of his generation, and several of his homilies and aggadic teachings are preserved in the Babylonian and Jerusalem Talmuds.

Bar Kappara was an expert in the written Torah; even Rabbi Yehuda HaNasi would ask him the interpretation of various verses. He was also known for his sharp analytical insights, as well as his sharp tongue. His tendency to make sharp comments caused embarrassment to Rabbi Yehuda HaNasi's family on several occasions, yet Rabbi Yehuda HaNasi still held him in high esteem. He in turn highly respected Rabbi Yehuda HaNasi and was even the first to eulogize him at his funeral.

Almost all of the first generation of *amora'im* were his students, including his sister's son, Rabbi Yehuda ben Padda, and they transmitted many *halakhot* in his name.

It would seem that bar Kappara lived in the Galilee, at least toward the end of his life, and was buried there, in the city of Parod.

LANGUAGE

Jug [*kuza*] – כּוּזָא: From the Persian koz, meaning jug.

NOTES

The angels [*erelim*] and righteous mortals [*metzukim*] – אֶרְאֶלִּים וּמְצוּקִים: *Erelim* refers to angels, as in the verse "Behold their valiant ones [*erelam*] cry without; the angels of peace weep bitterly" (Isaiah 33:7). The word *metzukim* refers to the righteous, as in the verse "For the pillars [*metzukei*] of the earth are the Lord's, and He has set the world upon them" (I Samuel 2:8). See Rashi and Rivan.

That there be peace in my repose – שֶׁיְּהֵא שָׁלוֹם בִּמְנוּחָתִי: Rabbi Yoshiya Pinto writes that the Sages say that sometimes a righteous person dies so that he should not witness the evils that are to befall the world in the near future, and sometimes he dies so as to atone for the sins of the generation. Rabbi Yehuda HaNasi prayed that he should have peace in his repose, meaning that his death should atone for the sins of his generation and that peace should reign in the world after his demise.

אָמַר רַבִּי אֶלְעָזָר: בְּשָׁעָה שֶׁהַצַּדִּיק נִפְטָר מִן הָעוֹלָם, שָׁלֹשׁ כִּיתּוֹת שֶׁל מַלְאֲכֵי הַשָּׁרֵת יוֹצְאוֹת לִקְרָאתוֹ, אַחַת אוֹמֶרֶת לוֹ "בֹּא בְשָׁלוֹם" וְאַחַת אוֹמֶרֶת "הוֹלֵךְ נְכֹחוֹ" וְאַחַת אוֹמֶרֶת לוֹ "יָבֹא שָׁלוֹם יָנוּחוּ עַל מִשְׁכְּבוֹתָם". בְּשָׁעָה שֶׁהָרָשָׁע נֶאֱבָד מִן הָעוֹלָם – שָׁלֹשׁ כִּיתּוֹת שֶׁל מַלְאֲכֵי חַבָּלָה יוֹצְאוֹת לִקְרָאתוֹ, אַחַת אוֹמֶרֶת "אֵין שָׁלוֹם אָמַר ה׳ לָרְשָׁעִים", וְאַחַת אוֹמֶרֶת לוֹ "לְמַעֲצֵבָה יִשְׁכַּב", וְאַחַת אוֹמֶרֶת לוֹ "רְדָה וְהָשְׁכְּבָה אֶת עֲרֵלִים".

Rabbi Elazar said: At the time when a righteous individual departs from the world, three contingents of ministering angels go out toward him. One says to him: Enter in peace; and one says to him: Each one **that walks in his uprightness; and one says to him: He enters in peace, they rest in their beds. At the time when a wicked person perishes from the world, three contingents of angels of destruction go out toward him. One says** to him: **"There is no peace, says the Lord concerning the wicked"** (Isaiah 48:22); **and one says to him: "You shall lie down in sorrow"** (Isaiah 50:11); **and one says to him: "Go down, and be laid with the uncircumcised"** (Ezekiel 32:19).

מתני׳ כָּל זְמַן שֶׁהִיא בְּבֵית אָבִיהָ – גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם, כָּל זְמַן שֶׁהִיא בְּבֵית בַּעְלָהּ – גּוֹבָה כְּתוּבָּתָהּ עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים, שֶׁיֵּשׁ בְּעֶשְׂרִים וְחָמֵשׁ שָׁנִים שֶׁתַּעֲשֶׂה טוֹבָה כְּנֶגֶד כְּתוּבָּתָהּ, דִּבְרֵי רַבִּי מֵאִיר, שֶׁאָמַר מִשּׁוּם רַבָּן שִׁמְעוֹן בֶּן גַּמְלִיאֵל.

MISHNA **As long as** a widow **is** living **in the house of her father** and is being supported by her husband's heirs, **she may always collect** payment of **her marriage contract,** even after many years. **As long as she is** living **in the house of her husband, she may collect** payment of **her marriage contract until twenty-five years** later, at which point she may no longer collect the payment. This is **because there is** enough time **in twenty-five years for her to do favors** and give to others, thereby spending the resources of the orphans, until what she has spent **equals** the value of **her marriage contract.** This is **the statement of Rabbi Meir, who said** it **in the name of Rabban Shimon ben Gamliel.**

וַחֲכָמִים אוֹמְרִים: כָּל זְמַן שֶׁהִיא בְּבֵית בַּעְלָהּ – גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם, כָּל זְמַן שֶׁהִיא בְּבֵית אָבִיהָ – גּוֹבָה כְּתוּבָּתָהּ עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים.

And the Rabbis say the opposite: **As long as she is** residing **in the house of her husband**[N] **she may always collect** payment of **her marriage contract,** since during this time the heirs are caring for her and she is therefore embarrassed to sue them for payment of her marriage contract. However, **as long as she is in the house of her father**[H] **she may collect** payment of **her marriage contract until twenty-five years** later, and if by then she has not sued for it, it is assumed that she has waived her rights to it.

מֵתָה – יוֹרְשֶׁיהָ מַזְכִּירִין כְּתוּבָּתָהּ עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים.

If **she died, her heirs mention her marriage contract**[N] up **until twenty-five years** later.[N]

גמ׳ אָמַר לֵיהּ אַבָּיֵי לְרַב יוֹסֵף: עֲנִיָּיה שֶׁבְּיִשְׂרָאֵל – עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים, וּמָרְתָא בַּת בַּיְיתוֹס – עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים?

GEMARA The mishna stated that according to Rabbi Meir, over a period of twenty-five years a woman will spend a sum equal to her marriage contract from the resources of the orphans. **Abaye said to Rav Yosef:** Is it true that **the poorest** woman **among the Jewish people,** whose marriage contract is of minimal value, will not spend this amount **until twenty-five years** have passed, **and Marta bat Baitos,**[P] who was very wealthy and whose marriage contract was worth a huge sum, will also spend a sum equal to her marriage contract **within twenty-five years?**

אֲמַר לֵיהּ: לְפוּם גַּמְלָא שִׁיחְנָא.

He said to him: According to the camel is the load, i.e., a wealthy woman, whose marriage contract is of greater value, will spend more money over a particular period of time than a poor woman, whose marriage contract is of lesser value.

NOTES

As long as she is in the house of her husband, etc. – כָּל זְמַן שֶׁהִיא בְּבֵית בַּעְלָהּ וכו׳: The Rabbis hold that there is no concern about the money the widow spent doing favors, since the heirs prefer that she do so, and they forgive such spending (Meiri).

Mention her marriage contract – מַזְכִּירִין כְּתוּבָּתָהּ: The Rivan explains that this means that the heirs must actually sue for the payment of her marriage contract within this time period. Others say, and so it is implied in a discussion in the Jerusalem Talmud, that the verb is to be understood literally. They need only mention the marriage contract to show they did not give up on claiming it, but they don't need to actually sue for it within this time period (Rabbeinu Crescas Vidal; Ran).

Her heirs…until twenty-five years later – יוֹרְשֶׁיהָ...עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים: Some explain that the counting of these twenty-five years starts from when the husband dies. Others say that the count starts twenty-five years from when the woman dies (see *Melekhet Shlomo*).

HALAKHA

As long as she is in the house of her father, etc. – כָּל זְמַן שֶׁהִיא בְּבֵית אָבִיהָ וכו׳: In a place where it is customary not to write a marriage contract, a widow who lives in her husband's house may collect payment of her marriage contract at any time. If she lives in her father's house, she has up to twenty-five years to collect it. If she sues for her marriage contract after twenty-five years, she receives nothing, as it is assumed that she would not have remained silent all these years had she not waived her rights to it. This is in accordance with the Rabbis in the mishna (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:21–23; *Shulḥan Arukh*, *Even HaEzer* 101:1).

PERSONALITIES

Marta bat Baitos – מָרְתָא בַּת בַּיְיתוֹס: Marta bat Baitos was one of the wealthiest women in Jerusalem. She was so affluent that her name is used as an example to describe great wealth. It is possible that she was one of the members of the Baitos family, which was counted among the families of High Priests (*Pesaḥim* 57a). After she was widowed she married Yehoshua ben Gamla, and her prosperity and influence ensured his appointment as High Priest. It seems that she lived until the days of the destruction of the Temple, as it is told that despite her wealth she died of starvation (*Gittin* 56a).

אִיבַּעְיָא לְהוּ: לְרַבִּי מֵאִיר, מַהוּ שֶׁתְּשַׁלֵּשׁ? תֵּיקוּ.

A dilemma was raised before the Sages: **According to Rabbi Meir,** the amount of benefit she gains is determined by the years that have passed. If so, **what is** the *halakha* with regard to whether **she divides**[N] the value of her marriage contract in accordance with the number of years that have gone by, such that if some of the twenty-five years passed, she forfeits the proportionate value of her marriage contract? No answer was found for this dilemma, and the Gemara concludes: The dilemma **shall stand** unresolved.

״וַחֲכָמִים אוֹמְרִים כׇּל זְמַן״. אֲמַר לֵיהּ אַבַּיֵי לְרַב יוֹסֵף: אֲתַאי קוֹדֶם שְׁקִיעַת הַחַמָּה – גּוֹבָה כְּתוּבָּתָהּ, לְאַחַר שְׁקִיעַת הַחַמָּה – לָא גָּבְיָא, בְּהַהִיא פּוּרְתָא אַחֵילְתָּא?!

§ We learned in the mishna: **And the Rabbis say: As long as** she is in her husband's house she may collect payment of her marriage contract at any time, but while she is in her father's house she may collect it only within twenty-five years. **Abaye said to Rav Yosef:** If **she came before the setting of the sun** at the end of the twenty-five-year period, **she collects** payment of **her marriage contract,** but if she came **after the setting of the sun she may not collect** it? **In that slight** period of time **did she waive** her rights to the payment of her marriage contract?

אֲמַר לֵיהּ: אִין, כׇּל מִדַּת חֲכָמִים כֵּן הִיא: בְּאַרְבָּעִים סְאָה – טוֹבֵל, בְּאַרְבָּעִים סְאָה חָסֵר קוֹרְטוֹב – אֵינוֹ יָכוֹל לִטְבּוֹל בָּהֶן.

He said to him: Yes. All the measures of the Sages that prescribe specific parameters or sizes **are such** that if one oversteps the fixed limits, he has not accomplished anything as far as the *halakha* is considered. Consequently, **in** a ritual bath containing **forty *se'a***[B] of water, **one may immerse** and become ritually pure. However, **in** a ritual bath containing **forty *se'a* less** one ***kortov***, a small amount, **he is unable to immerse therein** and become ritually pure.

אָמַר רַב יְהוּדָה אָמַר רַב, הֵעִיד רַבִּי יִשְׁמָעֵאל בְּרַבִּי יוֹסֵי לִפְנֵי רַבִּי, שֶׁאָמַר מִשּׁוּם אָבִיו: לֹא שָׁנוּ אֶלָּא שֶׁאֵין שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדֶיהָ, אֲבָל שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדֶיהָ – גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם. וְרַבִּי אֶלְעָזָר אָמַר: אֲפִילּוּ שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדֶיהָ – אֵינָהּ גּוֹבָה אֶלָּא עַד עֶשְׂרִים וְחָמֵשׁ שָׁנִים.

Rav Yehuda said that **Rav said: Rabbi Yishmael, son of Rabbi Yosei, testified before Rabbi** Yehuda HaNasi and **said in the name of his father,** Rabbi Yosei: **They taught** all of the above **only** in a case where **she does not have a marriage contract in her possession,** such as in a locale where the custom is not to write a marriage contract, **but** in a situation **where she does have a marriage contract**[H] **in her possession, she may collect** payment of **her marriage contract forever. And Rabbi Elazar said: Even if she has a marriage contract in her possession, she** still **collects** payment of her marriage contract **only within twenty-five years** after the death of her husband.

מְתִיב רַב שֵׁשֶׁת: בַּעַל חוֹב גּוֹבֶה שֶׁלֹּא בְּהַזְכָּרָה. הֵיכִי דָּמֵי? אִי דְּלָא נָקֵט שְׁטָרָא – בְּמַאי גָּבֵי? אֶלָּא דְּנָקֵיט שְׁטָרָא, וּבַעַל חוֹב הוּא דְּלָאו בַּר אַחוּלֵי הוּא, הָא אַלְמָנָה – אַחֵילְתָּא!

Rav Sheshet raised an objection against the opinion of Rabbi Yishmael, son of Rabbi Yosei, based upon the *Tosefta* (*Ketubot* 12:3): **A creditor may collect** the money he is owed even after a long time has passed **without** his having **mentioned** the debt.[H] The Gemara clarifies: **What are the circumstances? If he does not hold the document** that records the debt, **with what is he collecting** the debt? **Rather,** it must be that **he does hold the document.** It can be inferred that even so, it is specifically **a creditor, who** it could be assumed **is not one** to have **forgiven** his debt, who may continue to collect the debt after a long period of time. **But a widow** is presumed to have **waived** her rights to the payment of her marriage contract even if she has the marriage contract in her possession. This conclusion contradicts the statement of Rabbi Yishmael, son of Rabbi Yosei.

NOTES

What is the *halakha* with regard to whether she divides – **מַהוּ שֶׁתְּשַׁלֵּשׁ**: Many commentaries argue that if the reason for Rabbi Meir's opinion is that after twenty-five years she spends the equivalent of her marriage contract through the favors she performs for others, then obviously she should lose a proportionate amount of her marriage contract for each of those years. *Talmidei Rabbeinu Yona*, cited in *Shita Mekubbetzet*, explain that even according to Rabbi Meir it is not taken for granted that she spent the value of her entire marriage contract. Rather, since she may have spent that full amount, she forgives the value of the marriage contract that she has not yet spent. The Rid explains that one could argue that only after twenty-five years have passed, by which time she has spent a sum equivalent to her entire marriage contract, does she lose the right to demand payment. Before that time, since she can certainly demand payment of part of her marriage contract, she may demand payment of the entire marriage contract.

BACKGROUND

Forty *se'a* – **אַרְבָּעִים סְאָה**: Forty *se'a* is the minimum quantity of water necessary for a ritual bath. It is the equivalent of eighty *hin* or 5,760 egg-bulks. The forty-*se'a* measure serves as the basis for all modern calculations of the various measures of volume, since the Talmud states that the dimensions of a ritual bath must be at least three cubits by one cubit by one cubit, which holds the volume of forty *se'a*. According to Rabbi Ḥayyim Na'e, the quantity of forty *se'a* is equivalent to 332 ℓ of water, and according to the *Ḥazon Ish*, 573 ℓ.

Remains of small ritual bath at Masada

HALAKHA

She does have a marriage contract, etc. – **שְׁטַר כְּתוּבָּה יוֹצֵא וכו׳**: A widow who is in possession of her marriage contract may swear that she has not yet collected payment for it, and she may then collect payment. This applies even many years after the death of her husband, in accordance with the opinion of Rabbi Yosei (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:21; *Shulḥan Arukh*, *Even HaEzer* 101:1).

A creditor may collect even after a long time has passed without his having mentioned the debt – **בַּעַל חוֹב גּוֹבֶה שֶׁלֹּא בְּהַזְכָּרָה**: If a creditor produces an authenticated promissory note, the debtor must pay his debt even if years have passed since he took the loan and the creditor has not sued him for payment in the interval. It is assumed that the creditor has not forgiven the debt, as stated in the *baraita* of the Gemara. The same is true even if the creditor is not in possession of the promissory note, as long as the debtor admits to owing the money, in accordance with the opinion of Rav Sheshet. Even if it was heard that the creditor has despaired of ever retrieving his money, the debtor is required to pay (Maharik; *Shulḥan Arukh*, *Ḥoshen Mishpat* 98:1).

הוּא מוֹתִיב לַהּ, וְהוּא מְפָרֵק לַהּ: לְעוֹלָם דְּלָא נָקֵיט שְׁטָרָא, וְהָכָא בְּמַאי עָסְקִינַן – כְּשֶׁחַיָּיב מוֹדֶה.

The Gemara states that Rav Sheshet **raised the objection and he resolved it: Actually,** the case in the *Tosefta* is where the creditor **does not hold a document** that records the debt, **and** the reason he may collect the debt is because **here we are dealing with** a case **where the debtor admits** that he owes the creditor money. Consequently, it cannot be proven from this case that a widow who has a marriage contract in her possession is unable to collect its payment.

וְהָאָמַר רַבִּי אֶלְעָא, שׁוֹנִין: גְּרוּשָׁה הֲרֵי הִיא כְּבַעַל חוֹב. הֵיכִי דָּמֵי? אִי דְּלָא נְקִיטָא כְּתוּבָּה – בְּמַאי גָּבְיָא? אֶלָּא לָאו – דִּנְקִיטָא כְּתוּבָּה, וּגְרוּשָׁה הִיא דְּלָאו בַּת אַחוּלֵי הִיא, הָא אַלְמָנָה – אַחֵילְתָּא!

The Gemara asks: **But didn't Rabbi Ela say:** The Sages **teach** in a *baraita*: **A divorcée is like a creditor**[NH] and may collect her marriage contract after a long period of time even if she has not made mention of it during the course of that time? The Gemara clarifies: **What are the circumstances? If she does not hold a marriage contract** in her possession, **with what is she collecting** payment? **Rather, is it not** that **she holds a marriage contract** in her possession, **and it is a divorcée** who may collect under these circumstances, **as she is not one** who could be assumed to have **waived** the rights to the payment owed to her, as she does not maintain a relationship with the family that would prompt her to waive the rights to her claims? **But a widow** is likely to **waive** the rights to her claim, even though she is in possession of a contract.

הָכָא נַמִי, כְּשֶׁחַיָּיב מוֹדֶה.

The Gemara answers: **Here too,** the case is one **where the debtor,** i.e., the husband, **admits** to owing the divorcée payment for her marriage contract, although she does not have the marriage contract in her possession.

אֲמַר רַב נַחְמָן בַּר יִצְחָק, תָּנֵי רַב יְהוּדָה בַּר קָזָא בְּמַתְנִיתָא דְּבֵי בַּר קָזָא: תָּבְעָה כְּתוּבָּתָהּ

Rav Naḥman bar Yitzḥak said: Rav Yehuda bar Kaza teaches in a *baraita* of the school of **bar Kaza:** If the widow **demanded** payment of **her marriage contract,**[H]

NOTES

A divorcée is like a creditor – גְּרוּשָׁה הֲרֵי הִיא כְּבַעַל חוֹב: The Rivan writes that there are two reasons why a divorcée would presumably not waive her rights to claim payment of her marriage contract. First, since a divorcée generally leaves the home of her husband with animosity, she has no reason to forgive the debt. Second, since she is not supported by her husband after the divorce and does not gain any benefit from his property, she has no reason to forfeit her rights.

HALAKHA

A divorcée is like a creditor – גְּרוּשָׁה הֲרֵי הִיא כְּבַעַל חוֹב: A divorcée is never assumed to have waived her rights to collect payment for her marriage contract, even after many years have passed, in accordance with the opinion of Rabbi Ela and the explanation of Rashi that she certainly has not renounced her claims (*Shulḥan Arukh*, *Even HaEzer* 101:4).

If she demanded payment of her marriage contract – תָּבְעָה כְּתוּבָּתָהּ: If a widow demands payment of her marriage contract within twenty-five years of her husband's death, she thereby reserves the right to collect payment for another twenty-five years. Every time she makes mention of her marriage contract and explains that her keeping silent should not be construed as a renunciation of her claims, it is as though she sued for it (Ran). This is in accordance with the opinion of Rav Naḥman bar Yitzḥak (Rambam, *Sefer Nashim*, *Hilkhot Ishut* 16:23; *Shulḥan Arukh*, *Even HaEzer* 101:1).

הֲרֵי הִיא כְּבַתְּחִלָּה. וְאִם הָיָה שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדֶיהָ – גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם.

it is **as though she is at the beginning** of her period of widowhood, and she has another twenty-five years from that point during which she may demand payment of her marriage contract. **And if she has a marriage contract in her possession, she may collect** payment of **her marriage contract forever.**

שָׁלַח לֵיהּ רַב נַחְמָן בַּר רַב חִסְדָּא לְרַב נַחְמָן בַּר יַעֲקֹב: יְלַמְּדֵנוּ רַבֵּינוּ, כְּשֶׁשְּׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדָהּ מַחְלוֹקֶת, אוֹ כְּשֶׁאֵין שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדָהּ, וַהֲלָכָה כְּדִבְרֵי מִי?

The Gemara relates that **Rav Naḥman, son of Rav Ḥisda, sent** the following message **to Rav Naḥman bar Ya'akov: Our teacher, instruct us.** Does the **dispute** between Rabbi Meir and the Rabbis apply in a case **where she has a marriage contract in her possession, or** does it apply only in a case **where she does not have a marriage contract in her possession? And in accordance with the statement of whom is the *halakha*** decided?

שָׁלַח לֵיהּ: בְּשֶׁאֵין שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדָהּ מַחְלוֹקֶת, אֲבָל שְׁטַר כְּתוּבָּה יוֹצֵא מִתַּחַת יָדָהּ – גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם, וַהֲלָכָה כְּדִבְרֵי חֲכָמִים.

Rav Naḥman bar Ya'akov **sent** back this answer **to him: When she does not have a marriage contract in her possession,** there is **a dispute,** but in a case **where she has a marriage contract in her possession,** all agree that **she may collect** payment of **her marriage contract forever.** And in a case where there is a dispute, the ***halakha* is in accordance with the statement of the Rabbis.**

כִּי אֲתָא רַב דִּימִי אָמַר רַבִּי שִׁמְעוֹן בֶּן פָּזִי אָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי מִשּׁוּם בַּר קַפָּרָא: לֹא שָׁנוּ אֶלָּא מָנֶה מָאתַיִם, אֲבָל תּוֹסֶפֶת – יֵשׁ לָהּ.

When Rav Dimi came from Eretz Yisrael to Babylonia, he cited a dispute: **Rabbi Shimon ben Pazi said** that **Rabbi Yehoshua ben Levi said in the name of bar Kappara: They taught** that a widow is presumed to have waived her rights to payment of her marriage contract after twenty-five years **only** with regard to **one hundred dinars** or **two hundred dinars,** which constitute the principal payment of the marriage contract. **However, she** still **has** the right to demand payment of **the additional** sum recorded in the marriage contract.

וְרַבִּי אַבָּהוּ אָמַר רַבִּי יוֹחָנָן: אֲפִילּוּ תּוֹסֶפֶת אֵין לָהּ. דְּאָמַר רַבִּי אַיְיבוּ אָמַר רַבִּי יַנַּאי: תְּנַאי כְּתוּבָּה – כִּכְתוּבָּה דָּמֵי.

And Rabbi Abbahu said that **Rabbi Yoḥanan** said: **She does not have** the right to demand payment **even of the additional** sum[H] recorded in the marriage contract, **as Rabbi Aivu said** that **Rabbi Yannai said: The stipulation** of an additional sum **in the marriage contract is like** the principal sum of **the marriage contract.** Consequently, if she waived her rights to the principal sum of the marriage contract, she has waived her rights to the additional sum as well.

אִתְּמַר נַמִי, אָמַר רַבִּי אַבָּא אָמַר רַב הוּנָא אָמַר רַב: לֹא שָׁנוּ אֶלָּא מָנֶה מָאתַיִם, אֲבָל תּוֹסֶפֶת – יֵשׁ לָהּ.

It **was also stated** that other *amora'im* debated this matter: **Rabbi Abba said** that **Rav Huna said** that **Rav said: They taught** that she is considered as having waived her rights to payment of her marriage contract **only** with regard to the principal payment of **one hundred** or **two hundred dinars, but she** still **has** the right to demand payment of **the additional** sum recorded in the marriage contract.

אֲמַר לֵיהּ רַבִּי אַבָּא לְרַב הוּנָא: אֲמַר רַב הָכִי? אֲמַר לֵיהּ: אִישְׁתִּיקַן קָאָמְרַתְּ אוֹ אַשְׁקְיַין קָאָמְרַתְּ? אֲמַר לֵיהּ: אִישְׁתִּיקַן קָאָמִינָא.

Rabbi Abba said to Rav Huna: Did **Rav** really **say so?** Rav Huna **said to** Rabbi Abba: **Did you say** that in order to **silence me,** because you disagree with this ruling? **Or did you say** that because you are so satisfied with this ruling that you would like to **give me** wine to **drink?** Rabbi Abba **said to him: I said** that in order to **silence** you. This indicates that Rabbi Abba disagrees with Rav and accepts the opinion of Rabbi Yoḥanan on this issue.

חֲמָתֵיהּ דְּרַב חִיָּיא אֲרִיכָא אִינְתַּתְ אֲחוּהּ הֲוַאי, וְאַלְמָנָה בְּבֵית אָבִיהָ הֲוַאי, וְזָנָהּ עֶשְׂרִים וְחָמֵשׁ שְׁנִין בְּבֵי נָשָׁא.

§ The Gemara relates that **the mother-in-law of Rav Ḥiyya Arikha,** so named because of his height, as the word *arikha* literally means long, **was** also **the wife of his brother, and she was a widow** who resided **in the house of her father, and** Rav Ḥiyya **sustained her** for **twenty-five years in the house of her father,** from his brother's estate.

לְסוֹף אָמְרָה לֵיהּ: הַב לִי מְזוֹנֵי. אֲמַר לָהּ: לֵית לָךְ מְזוֹנֵי. הַב לִי כְּתוּבָּה! אֲמַר לָהּ: לָא מְזוֹנֵי אִית לָךְ, וְלָא כְּתוּבָּה אִית לָךְ.

At the end of the twenty-five years, **she said to him: Give me** my **sustenance. He said to her: You do not have** the right to continue to demand **sustenance.** She said to him: In that case, **give me** the payment of my **marriage contract. He said to her:** After twenty-five years, **you have no** right to demand **sustenance and you have no** right to demand payment of your **marriage contract.**

תְּבַעְתֵּיהּ לְדִינָא קַמֵּיהּ דְּרַבָּה בַּר שֵׁילָא. אֲמַר לֵיהּ: אֵימָא לִי אִיזִי גּוּפָא דְּעוּבְדָא הֵיכִי הֲוָה? אֲמַר לֵיהּ: זָנִיתָהּ עֶשְׂרִים וְחָמֵשׁ שָׁנִים בְּבֵי נָשָׁא, בְּחַיֵּי דְּמָר דִּבְכַתְפַּאי אַמְטַאי לָהּ.

She summoned him for judgment before Rabba bar Sheila. He said to Rav Ḥiyya Arikha: **Tell me, then, what was the essence of the case?** Rav Ḥiyya Arikha **said to him: I sustained her** for **twenty-five years in the house of her father,** and I swear **by the life of the Master,** i.e., by your life, **that I delivered** her sustenance **to her** regularly **on my** own **shoulders.**

אֲמַר לֵיהּ: טַעְמָא מַאי אֲמוּר רַבָּנַן: כׇּל זְמַן שֶׁהִיא בְּבֵית בַּעְלָהּ גּוֹבָה כְּתוּבָּתָהּ לְעוֹלָם – דְּאָמְרִינַן מִשּׁוּם כִּיסּוּפָא הוּא דְּלָא תָּבְעָה, הָכָא נַמִי – מִשּׁוּם כִּיסּוּפָא הוּא דְּלָא תָּבְעָה, זִיל הַב לָהּ.

Rabba bar Sheila **said to him: What is the reason** that **the Sages said** that **as long as** the widow **is in the house of her husband, she may always collect** payment of **her marriage contract?** It is **because we say** that **it is due to embarrassment that she did not demand** payment of her marriage contract, because she is in her husband's house and his heirs are treating her well. **Here too,** in this case, **it is due to embarrassment**[H] **that she did not demand** payment of her marriage contract, as you treated her with great respect despite the fact that she was living in her father's house. Therefore, **go** and **give her** the payment of her marriage contract.

HALAKHA

She does not have the right to demand payment even of the additional sum – אֲפִילּוּ תּוֹסֶפֶת אֵין לָהּ: If a widow loses the right to demand payment of her marriage contract because twenty-five years have gone by and she has not demanded its payment, she loses her right to the additional sum stipulated in the contract, in addition to the required one hundred or two hundred dinars. The *halakha* is in accordance with Rabbi Yoḥanan, as there is a policy that the *halakha* follows the opinion of Rabbi Yoḥanan in his disputes with Rav. Although this *halakha* is not written explicitly in the Rambam or *Shulḥan Arukh*, the commentaries on these works argue that it is implicit in their formulation of the *halakha* that a widow loses her right to demand payment of her wedding contract (*Maggid Mishne* and *Kesef Mishne* on Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:22; *Ḥelkat Meḥokek* and *Beit Shmuel* on *Shulḥan Arukh*, *Even HaEzer* 101:3).

Due to embarrassment – מִשּׁוּם כִּיסּוּפָא: If the husband's heir personally delivers sustenance to the widow in her father's house, she is able to sue for payment of her marriage contract even after twenty-five years. This is because it is assumed that she did not sue during that time, not because she had forgiven the debt but because she was embarrassed to sue the heir, who was treating her with great respect. This ruling is in accordance with the opinion of Rabba bar Sheila (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:24; *Shulḥan Arukh*, *Even HaEzer* 101:2).

לָא אַשְׁגַּח. כְּתַב לָהּ אַדְרַכְתָּא אַנִּכְסֵיהּ. אֲתָא לְקַמֵּיהּ דְּרָבָא, אֲמַר לֵיהּ: חֲזִי מָר הֵיכִי דָּנַן! אֲמַר לֵיהּ: שַׁפִּיר דָּנָךְ.

Rav Ḥiyya Arikha **did not heed** the ruling of Rabba bar Sheila and did not give her the payment of her marriage contract. Rabba bar Sheila **wrote an authorization**[N] **for her to** seize **his property** in payment of the debt. Rav Ḥiyya Arikha **came before Rava, and he said to him: Let the Master see how** Rabba bar Sheila has **judged me.** Rava **said to him: He has judged you well.**

אָמְרָה לֵיהּ: אִי הָכִי – לֵיזִיל לְהַדַר לִי פֵּירֵי דְּמִן הַהוּא יוֹמָא עַד הָאִידָּנָא! אֲמַר לָהּ: אַחְוִי לִי אַדְרַכְתֵּיךְ. חַזְיֵיהּ דְּלָא הֲוָה כְּתוּב בָּהּ ״וְאִישְׁתְּמוֹדַעְנָא דְּנִכְסִים אֵלּוּ דְּמִיתְנָא אִינּוּן״. אֲמַר לָהּ: אַדְרַכְתָּא לָאו שַׁפִּיר כְּתִיבָא.

The woman **said to** Rava: **If so, he should go** and **return to me** the **produce** that has grown on the property that I have a right to receive as payment, **from that day** that I received authorization to seize his property **until today. He said to her: Show me your** document of **authorization. He saw that it was not written in it: And it is known to us**[H] **that these properties are** from the estate **of the deceased. Rava said to her: The authorization is not written well.** Consequently, the property is not considered as though it were yours from the time that the authorization was written, and you do not have a right to the produce.

אָמְרָה לֵיהּ: תֵּיזִיל אַדְרַכְתָּא, אֶישְׁקוֹל מִיּוֹמָא דִּשְׁלִימִי יוֹמָא אַכְרַזְתָּא עַד הָשְׁתָּא. אֲמַר לָהּ: הָנֵי מִילֵּי – הֵיכָא דְּלָא כְּתִיב טָעוּתָא בְּאַדְרַכְתָּא, אֲבָל הֵיכָא דִּכְתִיב טָעוּתָא בְּאַדְרַכְתָּא – לֵית לָן בָּהּ.

She said to him: Let the authorization go, i.e., even if I have no right to the produce that grew from the time the authorization was written, **I should** have the right to **take** the produce that grew **from the time when the days of announcement were completed,** after the court assessed the value of the property, **until now.**[H] **He said to her: This applies** only in a case **where there was no error written into the authorization, but where there was an error written into the authorization,**[H] **we have no** right to collect the debt **with it.** You therefore have no rights to any of the produce.

אָמְרָה לֵיהּ: וְהָא מָר הוּא דְּאָמַר: אַחֲרָיוּת טָעוּת סוֹפֵר הוּא!

She said to him: But wasn't it you, **Master, who said** that omission of the **guarantee** of the sale from the document **is a scribal error,** and it is considered as though the guarantee were written in the document? Here too, say that the omission of the above clause is regarded as a scribal error and is considered as though it were written in the authorization.

אֲמַר לָהּ רָבָא: בְּהָא לֵיכָּא לְמֵימַר טָעוּת סוֹפֵר הוּא, דִּבְהָא אֲפִילּוּ רַבָּה בַּר שֵׁילָא טָעֵי. מֵעִיקָּרָא הוּא סְבוּר: הָנֵי וְהָנֵי דִּידֵיהּ, מַה לִּי מֵהָנֵי מַה לִּי מֵהָנֵי?

Rava said to her: In this case, **it cannot be said** that the clause was meant to be included in the document and **it** was left out due to a **scribal error, because in this** case **even Rabba bar Sheila erred** and thought that the clause should not be included. **Initially,** Rabba bar Sheila **thought** as follows: Since **these** properties that always belonged to Rav Ḥiyya Arikha **and those** properties that had belonged to his deceased brother **are** all **his,** i.e., Rav Ḥiyya Arikha's, as he inherited his brother's property, **what** difference does it make **to me** if she collects **from these** properties, and **what** difference does it make **to me** if she collects **from those** properties? Although only the property of her deceased husband is liened for the payment of her marriage contract, it should not really matter whether she collects from this property or from other property belonging to the heir.

וְלָא הִיא; זִימְנִין דְּאָזְלָה וּמַשְׁבְּחָה לְהוּ, וּדְבַעְלָהּ מִכַּסְפֵי, וַאֲמַר לָהּ: שְׁקֵיל דִּידָךְ וְהַב לִי דִּידִי, וְאָתֵי לְאַפּוּקֵי לַעַז עַל בֵּי דִּינָא.

Rava continues: **But that is not so. Sometimes** the widow **will go and improve** the property of the heir, thinking that she will receive her payment from it, **and** the property **of her** deceased **husband** will **depreciate** due to neglect on the part of the heir, who knows that it is this property that is liened to ensure payment of the widow's marriage contract. **And** eventually, the heir will **say to her: Take your** property, i.e., the property that belonged to your husband, **and give me my** property. **And** people **will come to cast aspersion on the court** as not being concerned for the welfare of the woman, who will be left with the depreciated property. Consequently, the document of authorization to seize property must specify exactly which property belonged to the widow's deceased husband, which she is entitled to collect. Since Rabba bar Sheila erred and did not write this specification, the document of authorization he wrote was useless.

הדרן עלך הנושא

NOTES

Authorization – **אַדְרַכְתָּא**: When a court rules in favor of a claimant in a monetary case and the debtor refuses to pay his debt, the court writes a document authorizing the claimant to seize property in payment of the debt. Once property has been located that the claimant wishes to seize, the court assesses the value of the property. The court then makes an announcement publicizing the sale of the property in order to determine if there is a buyer willing to pay more than the value at which it had been assessed. Following the announcement period, the property is either sold or given to the claimant. There is a dispute among the *amora'im* as to the claimant's right to the property before it actually enters his possession (*Bava Metzia* 35b): Rabba holds that the claimant attains the right to the produce grown in the field from the time the document of authorization was written, whereas Rava holds that he attains this right only from the end of the announcement period. *Tosafot* discuss the correct text of the Gemara here in light of this debate.

HALAKHA

He saw that it was not written in it: And it is known to us, etc. – **חַזְיֵיהּ דְּלָא הֲוָה כְּתוּב בָּהּ וְאִישְׁתְּמוֹדַעְנָא וכו׳**: When a document is written authorizing a creditor to seize the property of orphans, whether adults or minors, it must include the clause: We acknowledge that these properties belonged to so-and-so, the deceased. If this clause is not included in the document, it is invalid. Consequently, the creditor does not attain the rights to produce that was grown in the field prior to his repossession of the property (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 12:9; *Shulḥan Arukh*, *Ḥoshen Mishpat* 109:2).

From when does one who seizes property attain rights to the produce – **מֵאֵימָתַי אוֹכֵל הַטּוֹרֵף פֵּירוֹת**: If the court authorizes a claimant to seize property from his debtor, the claimant attains the rights to the field's produce from the end of the announcement period of the authorization (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 22:12; *Shulḥan Arukh*, *Ḥoshen Mishpat* 98:9).

An error written into the authorization – **טָעוּתָא בְּאַדְרַכְתָּא**: If there was an error in the document of authorization, the claimant does not attain rights to produce that was grown in the field prior to his repossession of the field, in accordance with the opinion of Rava (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 12:9; *Shulḥan Arukh*, *Ḥoshen Mishpat* 109:2).

Perek **XIII**
Daf **104** Amud **b**

מתני׳ שְׁנֵי דַיָּינֵי גְּזֵירוֹת הָיוּ בִּירוּשָׁלַיִם, אַדְמוֹן וְחָנָן בֶּן אֲבִישָׁלוֹם. חָנָן אוֹמֵר שְׁנֵי דְּבָרִים, אַדְמוֹן אוֹמֵר שִׁבְעָה. מִי שֶׁהָלַךְ לִמְדִינַת הַיָּם וְאִשְׁתּוֹ תּוֹבַעַת מְזוֹנוֹת, חָנָן אוֹמֵר:

MISHNA **There were two** prominent **judges** who issued **decrees in Jerusalem,**[B] **Admon and Ḥanan ben Avishalom. Ḥanan states two matters** about which the Sages disagreed; **Admon states seven.** The mishna elaborates: With regard to the case of **one who went overseas and his wife is demanding sustenance,** claiming that her husband left her without funds and she is seeking a ruling that would provide for her from her husband's property, **Ḥanan says:**

BACKGROUND

There were two prominent judges who issued decrees in Jerusalem – שְׁנֵי דַיָּינֵי גְּזֵירוֹת הָיוּ בִּירוּשָׁלַיִם: Prior to the destruction of the Second Temple, there were many Jewish courts, study halls, and synagogues in Jerusalem, with many rabbis, teachers, and Sages. Among the judges who served at that time, only a small number had the authority to enact decrees and establish permanent public edicts in such matters as robbery or damages.

Perek **XIII**
Daf **105** Amud **a**

תִּשָּׁבַע בַּסּוֹף וְלֹא תִּשָּׁבַע בַּתְּחִלָּה, נֶחְלְקוּ עָלָיו בְּנֵי כֹּהֲנִים גְּדוֹלִים, וְאָמְרוּ: תִּשָּׁבַע בַּתְּחִלָּה וּבַסּוֹף. אָמַר רַבִּי דּוֹסָא בֶּן הָרְכִּינָס: כְּדִבְרֵיהֶם. אָמַר רַבָּן יוֹחָנָן בֶּן זַכַּאי: יָפֶה אָמַר חָנָן: לֹא תִּשָּׁבַע אֶלָּא בַּסּוֹף.

She takes an oath at the end of their marriage, i.e., when she learns that her husband died. The oath is to the effect that he did not leave her any funds when he departed overseas, as she is claiming full payment of her marriage contract. **And she does not take an oath at the outset** of his trip overseas, when she demands support soon after his departure. **The sons of High Priests**[B] **disagreed with** Ḥanan's opinion **and said: She takes an oath** both **at the outset**[N] **and at the end. Rabbi Dosa ben Harkinas said:** The *halakha* is **in accordance with their statement,** i.e., that of the sons of the High Priests. **Rabban Yoḥanan ben Zakkai said** that **Ḥanan spoke well: She takes an oath only at the end.**

גמ׳ וּרְמִינְהִי: שְׁלֹשָׁה דַיָּינֵי גְּזֵילוֹת הָיוּ בִּירוּשָׁלַיִם: אַדְמוֹן בֶּן גַּדָּאי, וְחָנָן הַמִּצְרִי, וְחָנָן בֶּן אֲבִישָׁלוֹם. קַשְׁיָא תְּלָת אַתְּרֵין, קַשְׁיָא גְּזֵירוֹת אַגְּזֵילוֹת!

GEMARA The mishna states that there were two judges who issued decrees [*gezeirot*] in Jerusalem. **And** the Gemara **raises a contradiction** from the following *baraita*: **There were three judges** who adjudicated cases **of theft** [*gezeilot*] **in Jerusalem: Admon ben Gaddai, Ḥanan the Egyptian, and Ḥanan ben Avishalom.** The fact that the *baraita* mentions **three** judges is **difficult, as** the mishna includes only **two;** and the fact that the judges are described in the mishna as those who issue **decrees** is also **difficult as** they are described in the *baraita* as judges who adjudicate cases of **theft.**

בִּשְׁלָמָא תְּלָת אַתְּרֵין לָא קַשְׁיָא, דַּחֲשִׁיב לֵיהּ – קָתָנֵי, דְּלָא חֲשִׁיב לֵיהּ – לָא קָתָנֵי. אֶלָּא גְּזֵירוֹת אַגְּזֵילוֹת קַשְׁיָא!

The Gemara continues: **Granted,** the contradiction between the statement that there were **three** judges and the statement **that** there were **two** is **not difficult,** as those **who are important to him**[N] the *tanna* **teaches** in the mishna, **and** those **who are not important to him** the *tanna* **does not teach** in the mishna. Although there were other judges, the *tanna* mentioned only those pertinent to the topic at hand. **However,** the contradiction between the ruling that refers to **decrees** and the ruling that refers **to theft is difficult.**

אָמַר רַב נַחְמָן בַּר יִצְחָק: שֶׁהָיוּ גּוֹזְרִין גְּזֵירוֹת עַל גְּזֵילוֹת. כִּדְתַנְיָא: קִיטְמָהּ נְטִיעָה, רַבִּי יוֹסֵי אוֹמֵר: גּוֹזְרֵי גְזֵירוֹת שֶׁבִּירוּשָׁלַיִם אוֹמְרִים: נְטִיעָה בַּת שְׁנָתָהּ – שְׁתֵּי כֶסֶף, בַּת שְׁתֵּי שָׁנִים – אַרְבַּע כֶּסֶף.

Rav Naḥman bar Yitzḥak said: There is no contradiction, **as they would issue decrees**[N] **concerning** matters of **theft, as it is taught** in a *baraita*: With regard to an animal that **severed** a young **plant** in the field of another, **Rabbi Yosei says** that **those who issue decrees in Jerusalem said:** For **a plant one year old,** the animal's owner must pay **two silver** pieces; for a plant **two years old,** he pays **four silver** pieces.

וּרְמִינְהִי: שְׁלֹשָׁה דַיָּינֵי גְזֵירוֹת הָיוּ בִּירוּשָׁלַיִם: אַדְמוֹן, וְחָנָן, וְנַחוּם! אָמַר רַב פַּפָּא: מַאן תְּנָא נַחוּם – רַבִּי נָתָן הִיא. דְּתַנְיָא, רַבִּי נָתָן אוֹמֵר: אַף נַחוּם הַמָּדִי מִגּוֹזְרֵי גְזֵירוֹת שֶׁבִּירוּשָׁלַיִם הָיָה, וְלֹא הוֹדוּ לוֹ חֲכָמִים.

The Gemara **raises a contradiction** between the *baraita* cited above and another *baraita*: **There were three** prominent **judges** who issued **decrees in Jerusalem: Admon, Ḥanan, and Naḥum.** In the previous *baraita*, Naḥum was not listed. **Rav Pappa said: Who** is the *tanna* who **taught** that the third judge was **Naḥum? It is Rabbi Natan, as it is taught** in a *baraita* that **Rabbi Natan says: Naḥum HaMadi was also among those who** would **issue decrees in Jerusalem, but the Sages did not agree with** his opinion.

BACKGROUND

Sons of High Priests – בְּנֵי כֹּהֲנִים גְּדוֹלִים: In the last days of the Second Temple the position of High Priest was no longer hereditary but was given to certain families of priests. At times the position of the High Priest was sullied due to the presentation of bribes to the authorities or other unsavory tactics. During the dynasty of Herod the position of the High Priest was apparently granted to a small number of families who divided among themselves the various functions of the Temple (see *Pesaḥim* 57a). For this reason there was a group called the sons of High Priests, who dealt with halakhic matters, perhaps in the framework of a court for priests.

NOTES

She takes an oath at the outset, etc. – תִּשָּׁבַע בַּתְּחִלָּה וכו׳: Rashi and most authorities explain that the phrase: At the outset, refers to when she initially comes to seek her sustenance after her husband departs. She must swear that her husband did not leave her any funds with which she can support herself. The phrase: In the end, refers to when she comes to claim her marriage contract upon hearing of her husband's death. Others maintain that the phrase: In the end, means when the husband returns from abroad and claims that he did leave funds for her (Rambam's Commentary on the Mishna).

Those who are important to him – דַּחֲשִׁיב לֵיהּ: Some explain that the mishna lists only the most important judges, whereas the *baraita* is not particular in this regard and lists them all (Rivan). Others add that the *baraita* lists Ḥanan the Egyptian prior to Ḥanan ben Avishalom because Ḥanan the Egyptian had a more prestigious lineage, although Ḥanan ben Avishalom was the greater Torah scholar; this is similar to the order of Sages in *Yevamot* 16a (*Tosafot*). Alternatively, the mishna listed only those judges whose opinions were disputed by other Sages (Rabbeinu Tam in *Tosafot*).

Issue decrees, etc. – גּוֹזְרִין גְּזֵירוֹת וכו׳: Rashi explains that they would fine thieves. Others maintain that this does not necessarily refer to fines. Rather, the judges would establish fixed rates for various items so that it would not be necessary to estimate their value each time anew (Ritva). Yet others suggest that the judges would sometimes impose fines on thieves of more than the amount they stole, to deter them from wrongdoing (*Talmid HaRashba*, cited in *Shita Mekubbetzet*). In the Jerusalem Talmud it is explained that these judges were appointed to deal solely with cases of theft. Since there were relatively few cases of theft at that time, a small number of judges was more than enough to handle the caseload (Rabbeinu Yehonatan).