

מתני' האשה שנתארמלה או שנתגרשה היא אומרת: בתולה נשאתני, והוא אומר: לא בני, אלא אלמנה נשאתיך. אם יש עדים שיצאת בהינומא וראשה פרוע – כתובתה מאתים. רבי יוחנן בן ברוקה אומר: אף חילוק קלויות ראייה.

MISHNA With regard to a woman who was widowed or divorced, and is now claiming payment of her marriage contract that is not before the court, and she says: **You married me as a virgin**, who is entitled to two hundred dinars, and he says: **No; rather, I married you as a widow**, who is entitled to one hundred dinars, then, **if there are witnesses that she went out of her father's house to her wedding with a *hinnuma*^{HL} or with her hair uncovered**, in a manner typical of virgins, **payment of her marriage contract is two hundred dinars. Rabbi Yoḥanan ben Beroka says: Even testimony that there was distribution of roasted grain, which was customary at weddings of virgins, constitutes proof that she is a virgin.**

ומודה רבי יהושע באומר לחבירו: שדה זו של אביך היתה, ולקחתיה הימנו – שהוא נאמן.

Several disputes between Rabban Gamliel and Rabbi Yehoshua were cited previously with regard to the credibility accorded to the respective claims of parties to a dispute. Based on one of those disputes, the *tanna* adds: **And Rabbi Yehoshua concedes in a case where one says to another: This field, which is currently in my possession, belonged to your father and I purchased it from him, that he is deemed credible, and his entire claim is accepted. The court accepts not only his admission that it once belonged to the other's father, but also his statement that he purchased it.**

HALAKHA

If there are witnesses that she went out with a *hinnuma* – **אם יש עדים שיצאת בהינומא**: A woman claims that she was a virgin when she got married and is consequently entitled to a marriage contract of two hundred dinars, and her husband claims or his heirs claim that she was not a virgin and is entitled to a marriage contract of one hundred dinars, and the marriage contract was lost or, in keeping with local custom, was never written. In such a case, if there are witnesses testifying that actions characteristic of a virgin's wedding were performed at her wedding, she is entitled to a marriage contract of two hundred dinars (Rambam *Sefer Nashim, Hilkhot Ishut* 16:25; *Shulḥan Arukh, Even HaEzer* 96:15).

LANGUAGE

Hinnuma – **הינומא**: Scholars disagree with regard to the precise source of this word. Many maintain that it is from the Greek *ὕμναιος*, *hymenaios*, meaning a song sung at a wedding, and it is also used as a general term for a wedding. Rabbeinu Ḥananel suggests that its source is the Greek *ἐννομος*, *ennomos*, a matter performed according to the law (*Arukh*). Others assert that it is related to the Greek *ὕμην*, *hymen*, meaning thin scarf, or a thin membrane such as the hymen.

Based on the dispute cited in the Gemara (17b) with regard to the precise meaning of this term, and based on the fact that there is a parallel dispute in the Jerusalem Talmud, apparently, the term *hinnuma* does not refer to a specific object but rather to a fixed custom or component of the wedding of a virgin.

שקפה שאסר הוא הפה שהתיר. ואם יש עדים שהיא של אביו, והוא אומר: "לקחתיה הימנו" אינו נאמן.

This is so, as **the mouth that prohibited**, i.e., claimed that the field had belonged to the other's father, **is the mouth that permitted**,^N i.e., claimed that he purchased the field. Even if he had not admitted that it had belonged to the other's father, the field would have remained in his possession. Therefore, his claim is accepted. **However, if there are witnesses that the field belonged to his father, and the one who has the field in his possession says: I purchased it from him, he is not deemed credible and his claim is rejected.**

NOTES

The mouth that prohibited is the mouth that permitted – **הפה שאסר הוא הפה שהתיר**: Later commentaries sought to clarify whether this principle is an independent legal principle or whether it is based on *miggo*. A *miggo* is a halakhic argument that the ability to make a more advantageous claim grants credibility to the claim one actually makes. That the one who claimed he owned the field could have opted to remain silent but instead admitted that the field was originally not his and that he purchased it indicates that he is telling the truth. The difference between these two understandings is in a case where the two parts of his statement were not stated together. In that

case, if his credibility is based on *miggo*, his claim would not be accepted, because a *miggo* cannot be invoked retroactively. The simple understanding of the Gemara is that his credibility is based on *miggo*. However, it is apparent from the early commentaries that they hold that this is an independent principle (see *Kovetz Shiurim*): If one is deemed credible with regard to the statement that is contrary to his interests, there is no reason not to deem him credible with regard to the statement that furthers his interests. This is similar to the reasoning later in the Gemara (26b).

However if there are no witnesses the husband is deemed credible – **הָא לִיכָא עֵדִים בְּעַל מְהִימָן** – In a case where the husband claims that he married his wife with the presumptive status of a non-virgin, who is entitled to a marriage contract of one hundred dinars, and she claims that she was a virgin when they married and is consequently entitled to a marriage contract of two hundred dinars, and the marriage contract was lost or, in keeping with local custom, never written, and there are no witnesses, she receives payment of one hundred dinars and the husband must take an oath to exempt himself from paying the additional sum. According to the Rambam it is an oath by Torah law, while according to the Ra'avad it is by rabbinic law. The Rema holds that there is a distinction between a case where no marriage contract was written, when the oath is by rabbinic law, and a case where the marriage contract was lost, where the oath is by Torah law (Rambam *Sefer Nashim, Hilkhhot Ishut* 16:25; *Shulhan Arukh, Even HaEzer* 96:15).

NOTES

And he who asked the question – **וְדַקְאֵרִי לָהּ**: This expression is a common reaction to an answer so obvious that it calls into question why the question was asked at all. Some suggest that its root is the Hebrew word for teach or instruct [*yara*], and it means: And with regard to the one who taught this matter, what does he hold? The *Arukh* cites the *ge'onim*, who say that its root is the Hebrew word for mixing [*ar*] and that it means: And the one who mixed these matters and taught them, what does he hold?

גמ' טעמא דאיכא עדים, הא ליכא עדים – בעל מהימן. ליכא תנן סתמא דלא ברבן גמליאל, דאי רבן גמליאל – הא אמר אייהו מהימנא!

אפילו תימא רבן גמליאל, עד כאן לא קאמר רבן גמליאל התם אלא בבבוי ושומא, אבל הכא, בבבוי ובבוי – לא אמר.

וְדַקְאֵרִי לָהּ מֵאִי קִאֲרִי לָהּ? הָא בְּרִי וּבְרִי הוּא! בֵּינָן דְּרוּב נְשִׁים בְּתוּלוֹת נִישְׂאוֹת – כִּי בְּרִי וְשִׂמְא דְּמִי.

וְהָכִי נִמְי מִסֵּתְבְּרָא, מִדְּקִתְנִי וּמוֹדָה רַבִּי יְהוֹשֻׁעַ, אִי אִמְרַת בְּשִׁלְמָא אִיירִי רַבָּן גַּמְלִיאֵל בְּמוֹדָה – שְׁפִיר, אֶלָּא אִי אִמְרַת לָא אִיירִי רַבָּן גַּמְלִיאֵל בְּמוֹדָה – רַבִּי יְהוֹשֻׁעַ לְמָן מוֹדָה?

מִי סְבֵרַת רַבִּי יְהוֹשֻׁעַ אַהֲאִי פִּירְקִין קִאֲרִי? אִמְגוּ קִאֲרִי, וְאִפִּירְקִין קִמְאִי קִאֲרִי.

אַהֲיִיא? אִילִימָא אַהֲא: הִיתָה מְעוּבְרַת, וְאִמְרוּ לָהּ: מַה טִּיבוּ שֵׁל עוּבְרָה? "מֵאִישׁ פְּלוּנִי וְכֹהֵן הוּא." רַבָּן גַּמְלִיאֵל וְרַבִּי אֶלְיעֶזֶר אוֹמְרִים: נְאֻמְנָת, רַבִּי יְהוֹשֻׁעַ אוֹמֵר: לָא מְפִיָּה אָנוּ חִיִּין, הֲתָם מֵאִי מְגוּ אִיכָא? הֲרִי בְּרִיסָה בֵּין שִׁינְיָה!

GEMARA The Gemara infers: **The reason that the bride's claim is accepted is specifically due to the fact that there are witnesses that she went out of her father's house to the wedding with a *hinnuma*. However, if there are no witnesses, the husband is deemed credible.^h Let us say that the unattributed ruling that we learned in the mishna is not in accordance with the opinion of Rabban Gamliel, as, if the ruling was according to Rabban Gamliel, didn't he say that she is deemed credible?**

The Gemara answers: **Even if you will say that the ruling in the mishna is in accordance with the opinion of Rabban Gamliel, Rabban Gamliel stated his opinion only there, in a case where the claim of the bride is certain and the claim of the groom is uncertain, as the groom does not know what actually happened. However, here, in a case where the claim of the bride is certain and the claim of the groom is also certain, as he is certain that he married her as a widow, Rabban Gamliel did not say that her claim is deemed credible.**

The Gemara asks: **And he who asked the question,ⁿ why did he ask it?** The cases are clearly different, as **this is a case of a certain claim and a certain claim.** The Gemara answers: **Since most women are married as virgins, one might have thought that the legal status in this case is like that of a case of a certain claim and an uncertain claim, as her claim is supported by a majority of cases.**

And it also stands to reason that the first clause of the mishna is in accordance with the opinion of Rabban Gamliel, who concedes that without witnesses the woman's claim is not deemed credible, despite the fact that the case is comparable to one of a certain claim and an uncertain claim, as the mishna teaches: And Rabbi Yehoshua concedes. Granted, if you say that Rabban Gamliel is speaking in the first clause of the mishna and he concedes that even though it is similar to a case of certain and uncertain, her claim is not accepted, it works out well. Rabban Gamliel concedes to Rabbi Yehoshua in the first clause of the mishna and the mishna cites a case where Rabbi Yehoshua concedes to Rabban Gamliel. **However, if you say that Rabban Gamliel is not speaking in the first clause of the mishna and he does not concede, to whom does Rabbi Yehoshua concede in the latter clause?**

The Gemara rejects that proof: **Do you think that the statement of Rabbi Yehoshua is in reference to a mishna in this chapter?** Actually, it is in reference to the principle of *miggo*, and it is in reference to the first chapter. Rabbi Yehoshua is saying that although he does not accept the claim supported by a *miggo* in the first chapter, here he accepts the claim supported by the principle: The mouth that prohibited is the mouth that permitted, which is based on the same reasoning as *miggo*, i.e., the fact that he could have made a more advantageous claim lends credibility to the less advantageous claim. In this case, he could have remained silent and the field would have remained in his possession. If challenged, he could have claimed that the field was his. Therefore, his less advantageous claim, that the field was not originally his but he purchased it from the father of the claimant, is accepted.

The Gemara elaborates: In reference to which case in the first chapter did Rabbi Yehoshua make his statement? **If you say that it is in reference to this case (13a): If a single woman was pregnant, and people said to her: What is the nature of that fetus, and she says to them: It is from a man called so-and-so and he is a priest, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. There, what *miggo* is there lending credibility to her claim? In that case, her belly is between her teeth, i.e., her pregnancy is conspicuous, and consequently she does not have the option of making the more advantageous claim that she did not engage in intercourse.**

אֵלָא אַהָא; רַאויָה מְדַבֵּרַת עִם אַחַד.
וְאָמְרוּ לָהּ: מַה טִּיבוֹ שֶׁל אִישׁ זֶה? "אִישׁ
פְּלוֹנִי, וְכֵהֵן הוּא". רַבֵּן גַּמְלִיאֵל וְרַבִּי
אֱלִיעֶזֶר אוֹמְרִים: נְאֻמְנָת, רַבִּי יְהוֹשֻׁעַ
אוֹמֵר: לֹא מִפִּיָּהּ אָנוּ חֵיִין. הֲתָם מֵאִי
מִגּוּ אֵיכָא? הֲנִיחָא לְזַעֲרֵי דְאִמְרָא: מֵאִי
"מְדַבֵּרַת" נִסְתְּרָה, מִגּוּ דְאִי בְעֵיָא אִמְרָה
לֹא נִבְעֵלְתִי, וְקִאֲמְרָה נִבְעֵלְתִי, מִהִימְנָא.
אֵלָא לְרַב אֲסִי, דְאִמְרָא: מֵאִי "מְדַבֵּרַת" –
נִבְעֵלְתִי, מֵאִי מִגּוּ אֵיכָא?

וְאֵלָא אַהָא; הִיא אוֹמְרַת: מוֹבֵת עֵץ אָנִי,
וְהוּא אוֹמֵר: לֹא בִי, אֵלָא דְרוֹסַת אִישׁ
אֶתְּ, רַבֵּן גַּמְלִיאֵל וְרַבִּי אֱלִיעֶזֶר אוֹמְרִים:
נְאֻמְנָת, וְרַבִּי יְהוֹשֻׁעַ אוֹמֵר: לֹא מִפִּיָּהּ אָנוּ
חֵיִין. הֲתָם מֵאִי מִגּוּ אֵיכָא?

בְּשִׁלְמָא לְרַבִּי אֱלִיעֶזֶר, דְאִמְרָא בְּמִנְהָ וְלֹא
כְּלוּם, מִגּוּ דְאִי בְעֵיָא אִמְרָה מוֹבֵת עֵץ
אָנִי תַחְתֵּיךְ, וְאִית לָהּ מֵאֲתִים, וְקִאֲמְרָה
מִעֵיקְרָא, דְלִית לָהּ אֵלָא מְנָה – מִהִימְנָא.
אֵלָא לְרַבִּי יוֹחָנָן, דְאִמְרָא בְּמֵאֲתִים וּמְנָה,
מֵאִי מִגּוּ אֵיכָא?

אֵלָא אַהָא: הַנּוּשָׂא אֶת הָאִשָּׁה וְלֹא מְצָא
לָהּ בְּתוּלִים, הִיא אוֹמְרַת: מִשְׁאֲרִסְתִּי
נֶאֱנַסְתִּי, וְנִסְתַּחֲפָה שְׂדֵהוּ. וְהוּא אוֹמֵר:
לֹא בִי, אֵלָא עַד שְׁלֵא אִירִסְתִּיךְ.

רַבֵּן גַּמְלִיאֵל וְרַבִּי אֱלִיעֶזֶר אוֹמְרִים:
נְאֻמְנָת, וְרַבִּי יְהוֹשֻׁעַ אוֹמֵר: לֹא מִפִּיָּהּ
אָנוּ חֵיִין. דְּמִגּוּ דְאִי בְעֵיָא אִמְרָה מוֹבֵת
עֵץ אָנִי תַחְתֵּיךְ, דְלִית לָהּ פְּסָלָה נִפְשָׁה
מִכְהוּנָה, וְקִאֲמְרָה נְאֻמְנָת, דְקָא פְּסָלָה
נִפְשָׁה מִכְהוּנָה – מִשּׁוּם הֲכִי קִאֲמַר רַבֵּן
גַּמְלִיאֵל דְמִהִימְנָא. וְקִאֲמַר רַבִּי יְהוֹשֻׁעַ
לְרַבֵּן גַּמְלִיאֵל: בְּהָא מִגּוּ דְהִכָּא – מוֹדִינָא
לְךָ, בְּהָהוּא מִגּוּ דְהִתָּם – פְּלִיגְנָא עִילוּךְ.

Rather, it is in reference to this case (13a): If people saw a woman speaking to one man, and they said to her: What is the nature of this man? And she said to them: He is a man called so-and-so and he is a priest, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not on based on the statement emerging from her mouth that we conduct our lives. Again this is challenged: There, what *miggo* is there? This works out well according to Ze'eiri, who said: What is the meaning of speaking mentioned in the mishna? It means that she secluded herself with a man. In this case there is a *miggo*. Since, if she wished to lie, she could have said: I did not engage in intercourse at all, and instead she said: I engaged in intercourse with a man of unflawed lineage. Therefore, she is deemed credible according to Rabban Gamliel. However, according to Rav Asi, who said: What is the meaning of speaking? It means that she engaged in intercourse, what *miggo* is there? There was no better claim available to her.

Rather, it is in reference to this case (13a), where she says: I am one whose hymen was ruptured by wood, and the groom says: No; rather, you are one who was trampled by a man. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not on the basis of the statement emerging from her mouth that we conduct our lives. There, what *miggo* is there?

Granted, according to Rabbi Elazar, who said that the bride claims that she is entitled to a marriage contract of one hundred dinars, and the groom claims that she is entitled to nothing at all, as in that case, there is a *miggo*. Since, if she wished to lie, she could have said: I am one whose hymen was ruptured by wood under your authority after betrothal, and she would have been entitled to two hundred dinars, as she was a virgin at betrothal. And therefore, when she says that her hymen was already ruptured initially, prior to betrothal, when she is entitled to only one hundred dinars, she is deemed credible. However, according to Rabbi Yoḥanan, who said: The bride claims that she is entitled to a marriage contract of two hundred dinars; and the groom claims that that she is entitled to a marriage contract of one hundred dinars, what *miggo* is there? Her claim is the most advantageous claim available to her.

Rather, it is in reference to this case (12b): One who marries a woman and did not find her hymen intact, and she says: After you betrothed me, I was raped and his field was inundated, i.e., it is attributable to your own misfortune. And he says: No; rather, you were raped before I betrothed you, and my transaction was a mistaken transaction.

Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives, as, in that case there is a *miggo*. Since, if she wished to lie, she could have said: I am one whose hymen was ruptured by wood under your jurisdiction after betrothal, which is a more advantageous claim, because she does not thereby disqualify herself from marrying into the priesthood. But she said: I was raped after betrothal, which is a less advantageous claim, because she disqualified herself from the priesthood. Therefore, Rabban Gamliel says that she is deemed credible. And Rabbi Yehoshua says to Rabban Gamliel: With regard to this *miggo* in the mishna here, I concede to you that the *miggo* is effective. With regard to that *miggo* there in the first chapter, I disagree with you.

מכדי, האי מגו והאי מגו, מאי שְׁנא האי
מגו מהאי מגו? הֲכָא אִין שׁוֹר שְׁחוּט לְפָנֶיךָ,
הֲתָם – הֲרִי שׁוֹר שְׁחוּט לְפָנֶיךָ.

The Gemara asks: But **after all, this is a case of *miggo* and that is a case of *miggo***. In what way, in the opinion of Rabbi Yehoshua, is **this *miggo* different from that *miggo***? The Gemara answers: **Here**, in the case of contested ownership of the field, **there is no slaughtered ox before you**,ⁿ i.e., there is no reason to question his claim of ownership, as the field is in his possession. However, **there**, in the case of the woman who was found not to be a virgin, **there is a slaughtered ox before you**, i.e., there is reason to question her virginity, and it is only in response to that question that she makes her claim. Therefore, although it is supported by a *miggo*, Rabbi Yehoshua does not accept her claim.

וּמִיּוֹן דְּרֹב נָשִׁים בְּתוּלוֹת נִשְׂאוֹת, כִּי לֹא
אָתוּ עֵדִים מֵאֵי הָוִי? אָמַר רַבִּינָא: מִשּׁוּם
דְּאִיבָא לְמִימַר רֹב נָשִׁים בְּתוּלוֹת נִשְׂאוֹת,
וּמִיּוֹט אֲלֻמְנוֹת. וְכָל הַנְּשִׂאוֹת בְּתוּלָה – יֵשׁ
לָהּ קוֹל.

§ The Gemara resumes discussion of the inference that it drew at the outset with regard to witnesses that the bride was a virgin. **And since** the Gemara established earlier that the woman's claim is supported by the fact **that most women are married as virgins, if witnesses did not come, what of it?** That majority should be sufficient to establish that she married as a virgin. **Ravina said:** It is **because there is room to say** that although **most women are married as virgins and a minority of women marry as widows or non-virgins, there is an additional presumption: The marriage of anyone who is married as a virgin generates publicity,**

NOTES

אִין שׁוֹר שְׁחוּט לְפָנֶיךָ – There is no slaughtered ox before you – Rashi explains that this means: Just as it would not enter one's mind to ask who slaughtered the ox when there is no slaughtered ox before him, so too, the case of the disputed field is one where it did not enter the mind of the other party to make a claim. However, most early commentaries (*Tosafot*; Ramban; Rashba) reject this explanation, and hold that there it makes no difference whether or not the claimant initiated the litigation. Instead, they explain the expression as a rhetorical flourish meaning that the woman is not deemed credible in a case where the ox is slaughtered before you, i.e., where the facts are indisputable.

Others explain, based on the Gemara in tractate *Hullin*, that the presumptive status of a slaughtered ox that is found is that it was properly slaughtered, although while it is alive, proof must be brought that it was properly slaughtered in order to permit its consumption. Similarly, in this case, the facts negate her prior presumptive status of virginity. The *Ba'al HaMaor* cites a variant reading: There, there is no slaughtered ox before you. Just as the presumptive forbidden status of the living animal remains intact until proof is brought that it was properly slaughtered, here too, the money remains in the possession of the husband until the woman brings proof that she was a virgin.

Perek II Daf 16 Amud b

וְזוֹ הוֹאִיל וְאִין לָהּ קוֹל – אֵיתַרְע לָהּ רֹבָא.

and with regard to **this woman, because her marriage did not generate publicity, the effect of the majority is undermined.**

אִי כָּל הַנְּשִׂאוֹת בְּתוּלָה יֵשׁ לָהּ קוֹל, כִּי אָתוּ
עֵדִים מֵאֵי הָוִי? הֲנֵךְ סִהְדִי שְׁקִרִי מִנְהוּ! אֲלֵא
אָמַר רַבִּינָא: רֹב הַנְּשִׂאוֹת בְּתוּלָה יֵשׁ לָהּ
קוֹל, וְזוֹ הוֹאִיל וְאִין לָהּ קוֹל – אֵיתַרְע לָהּ
רֹבָא.

The Gemara asks: **If in fact, the marriage of anyone who is married as a virgin generates publicity, and the marriage of this woman did not generate publicity, when witnesses come, what of it? These are false witnesses**, as their testimony runs counter to the presumption governing all marriages. **Rather, Ravina said** that it is not a universal presumption, but a majority. **The marriage of most women who are married as virgins generates publicity, but for this woman, since her marriage did not generate publicity, the effect of the majority is undermined.** Therefore, the testimony that she went out of her father's house to her wedding with a *himuma* overrides the lack of publicity.

One writes a receipt – בותבין שובר: There is a dispute among the Sages in a case where the borrower admits his debt and comes to pay it, and the lender says that the promissory note is not accessible and he cannot return it to the borrower. Does the borrower pay his debt and receive a receipt from the lender in lieu of the document itself? Those who maintain that the borrower need not accept a receipt hold that since he would have to keep the receipt indefinitely, as the lender could potentially produce the document and claim the debt at any time, it is unreasonable to require him to do so. Those who maintain that the borrower must pay his debt and accept a receipt hold that the borrower's inconvenience is not a concern, as the verse states: "And the borrower is servant to the lender" (Proverbs 22:7), and the convenience of the lender takes precedence. The early commentaries add that according to the one who maintains that a receipt can serve in lieu of a promissory note, it is not restricted merely to loans, but applies to all financial obligations recorded in documents, including a marriage contract (*Tosafot*; *Rashba*).

Where her husband wrote her a marriage contract – דכתב לה איהו: The Ramban explains, citing the Ra'avad, that the woman admits that although writing a marriage contract was not in keeping with local custom, her husband wrote her a marriage contract. However, she claims that she lost it.

HALAKHA

One writes a receipt – בותבין שובר: If a debtor comes to pay his debt and the creditor claims that he lost the promissory note, the debtor must pay his debt, and the creditor writes him a receipt. The debtor may not say that he will not pay his debt until the promissory note is returned. However, he may request that the court issue a general ban of excommunication with regard to those who suppress documents and fail to return them. Some say that if the creditor admits that the document is in his possession but is currently unavailable, and he offers to write a receipt, the debtor can refuse to pay until the document is returned (*Tur*). The Rema cites certain cases where a receipt is written for part of the sum (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 23:16; *Shulhan Arukh, Hoshen Mishpat*, 54:2–3).

With a place where one does not write a marriage contract – במקום שאין כותבין כתובה: A woman claims that she was a virgin when she was married and the man claims that she was not, and it is a place where the custom is not to write a marriage contract, or the marriage contract was lost. If she can bring witnesses who testify that based on the customs they witnessed at the wedding she was married as a virgin, she receives two hundred dinars (Rambam *Sefer Nashim, Hilkhot Ishut* 16:25; *Shulhan Arukh, Even HaEzer* 96:15).

BACKGROUND

Writing a receipt – כתיבת שובר: It is a matter of dispute whether it is sufficient for the creditor to write a receipt for the debtor when a debt is repaid, or whether the creditor must return the promissory note to the debtor. The reason not to write a receipt is that if the creditor writes one, the debtor must keep the receipt forever. If the debtor loses it, the creditor could then demand payment again. On the other hand, just as when the debtor repays part of the debt, the creditor has no alternative other than to write a receipt, so too, when the debtor repays the entire debt, the creditor may write a receipt.

Cup of good tidings – כוס של בשורה: Apparently they would pass around this cup after the marriage was consummated and it was confirmed that she was a virgin. Therefore it is called the cup of good tidings, as it apprises everyone that everything is as it should be.

“אם יש עדים שיצתה בהינומא וכו’ וליחוש דלמא מפקא עדים בהאי בי דינא וגבינא, והדר מפקא לה לכתובה בהאי בית דין וגבינא בה! אמר רבי אבהו: זאת אומרת: בותבין שובר. רב פפא אמר: במקום שאין כותבין כתובה עסקינן.”

It was stated in the mishna: **If there are witnesses that she went out of her father's house to her wedding with a *hinnuma*, or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars.** The Gemara asks: **And since she collects payment without producing her marriage contract, let us be concerned that she might produce witnesses in this court and collect payment, and then produce her marriage contract in that other court and collect with it payment a second time.** **Rabbi Abbahu said: This indicates that one writes a receipt^{NHB}** indicating that the woman received payment. Were the woman to attempt to collect payment of her marriage contract a second time, her husband would produce the receipt. **Rav Pappa said: We are dealing in the mishna with a place where one does not write a marriage contract.**^H It is only in a case where there is no concern lest she produce her marriage contract that she collects payment based on the testimony of witnesses.

And there are some who teach the dispute between Rabbi Abbahu and Rav Pappa with regard to the *baraita* that says: In a case where a woman **lost her marriage contract or concealed her marriage contract** and she claims that she is unable to find it; or **her marriage contract was burned**, and there is no proof with regard to the sum to which she is entitled; or practices performed exclusively at the weddings of virgins were performed at her wedding, e.g., people **danced before her, or played before her, or passed before her a cup of good tidings^B or a cloth of virginity; if she has witnesses with regard to any one of these practices, her marriage contract is two hundred dinars.**

The Gemara asks: **And since she collects payment without producing her marriage contract, let us be concerned that she might produce witnesses in this court and collect payment, and then produce her marriage contract in that other court and collect payment with it a second time.** **Rabbi Abbahu said: This indicates that one writes a receipt** indicating that the woman received payment. Were the woman to attempt to collect payment of her marriage contract a second time, her husband would produce the receipt. **Rav Pappa said: We are dealing in the mishna with a place where one does not write a marriage contract.**

The Gemara asks: **But how could Rav Pappa say that the *baraita* is dealing with a place where one does not write a marriage contract? Isn't it taught in that *baraita*: If a woman lost her marriage contract?** The Gemara answers: The *baraita* is referring to a case where her husband wrote her a marriage contract^N contrary to the local custom. The Gemara asks: If he wrote her a marriage contract, the concern remains that **ultimately she will produce the marriage contract and collect payment with it a second time.** The Gemara answers: **What is the meaning of lost?** The woman **lost her marriage contract in the fire.** In that case, there is no longer any concern.

The Gemara asks: **If so, that is the case of:** Her marriage contract **was burned**, listed separately in the *baraita*. **And furthermore, what is there to say** with regard to the case of **concealed**, where the concern that she will collect payment twice remains? **And furthermore, if burned comes to explain the meaning of lost, why do I need the *baraita* to list the case of lost at all?** It would have been sufficient for the *baraita* to mention the case of a burned marriage contract. **Rather, the meaning of the *baraita* is:** The legal status of **any** case where the woman claims that **she lost her marriage contract is like that of a case where she concealed it before us, and we give her payment of her marriage contract only when the witnesses say that her marriage contract was burned.** Otherwise, even if witnesses testify that the practices characteristic of the wedding of a virgin were performed at her wedding, she does not collect payment of her marriage contract.

ואיכא דמתני לה אברוייתא: איבדה כתובתה, הטמינה כתובתה, נשרפה כתובתה, רקדו לפניו, שחקו לפניו, העבירו לפניו כוס של בשורה, או מפה של בתולים, אם יש לה עדים באחד מכל אלו – כתובתה מאתיים.

והא איבדה כתובתה קתני! דכתב לה איהו. סוף סוף מפקא לה וגבינא בה! מאי איבדה – איבדה באור.

אי הכי היינו נשרפה! ועוד: הטמינה, מאי איבדה למימר? ותו: איבדה למה לוי? אלא: כל איבדה – כי הטמינה בפנינו דמי, ולא יהבינן לה עד דאמרי עדים נשרפה כתובתה.

מאן דמתני לה אברייתא – כל שגן
אמתניתין, ומאן דמתני לה אמתניתין –
אבל אברייתא לא, כי קושיא.

The Gemara notes: **The one who teaches this dispute between Rabbi Abbahu and Rav Pappa with regard to the *baraita*, all the more so would he teach it with regard to the *mishna*.** Applying Rav Pappa's opinion to the *mishna* does not necessitate the emendation and reinterpretation necessitated by its application to the *baraita*. **However, the one who teaches this dispute with regard to the *mishna* would not teach it then with regard to the *baraita*, in accordance with the difficulty raised there, as the plain meaning of the *baraita* is that it is a place where one writes a marriage contract.**

“אם יש עדים” כו'. וליחוש דלמא מפקא
עדי הנומא בהאי בית דין וגביא, והדר
מפקא עדי הנומא בבי דינא אחרינא
וגביא! במקום דלא אפשר – ודאי כתבינן
שובר.

With regard to that same passage in the *mishna*: **If there are witnesses that she went out of her father's house to her wedding with a *hinnuma*, or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars, the Gemara asks: But let us be concerned lest she first produce witnesses that she went out with a *hinnuma*, in this court, and collect payment, and then produce witnesses that she went out with a *hinnuma*, in that court, and collect payment a second time.** The Gemara answers: **In a place where it is not possible to guarantee that she will not collect her marriage contract more than once in any other way, certainly we write a receipt, even according to the opinion that as a rule, one does not write a receipt.**

“העבירו לפניך בוס של בשורה” מאי
“בוס של בשורה”? אמר רב אדא בר
אהבה: בוס יין של תרומה מעבירין לפניך,
כלומר: ראויה היתה זו לאכול בתרומה.
מתקוף לה רב פפא: אטו אלמנה מי לא
אכלה בתרומה? אלא אמר רב פפא: זו
ראשית תרומה ראשית.

§ It is taught in that *baraita*: Or passed before her a cup of good tidings. The Gemara asks: **What is a cup of good tidings?** Rav Adda bar Ahava says: **A cup of *teruma*^b wine is passed before the virgin bride, meaning that this woman would have been eligible to eat *teruma* had she married a priest.** Rav Pappa strongly objects to this: **Is that to say that a widow does not eat *teruma* if she marries a priest? Clearly she does.** Therefore, what is the proof from *teruma* that she is a virgin? **Rather, Rav Pappa says: The cup of *teruma* is passed before her to indicate that this bride is first, as she has not yet engaged in intercourse, like *teruma* that is the first gift separated from the produce.**

תניא, רבי יהודה אומר: חבית של יין
מעבירין לפניך. אמר רב אדא בר אהבה:
בתולה מעבירין לפניך סתומה, בעולה –
מעבירין לפניך פתוחה. אמאי? נייעבר
קמי בתולה, וקמי בעולה לא נייעבר כלל!
זימנין דתפסא מאתים, ואמרה: אנא
בתולה הואי, והאי דלא עברו קמאי –
אתנוסי הוא דאתנוסו.

It is taught in a *baraita* that **Rabbi Yehuda says: The custom is that one passes a barrel of wine before her.** Rav Adda bar Ahava said: **One passes a sealed barrel of wine before a virgin, and one passes an open barrel of wine before a non-virgin.** The Gemara asks: **Why is that necessary? Let us pass the sealed barrel before the virgin, and before the non-virgin let us not pass a barrel at all.** Why is it necessary to publicize the fact that she is a non-virgin? The Gemara explains: It is necessary, as, **at times** there could be a case where a non-virgin unilaterally seized two hundred dinars as payment for her marriage contract **and said: I was a virgin, and the fact that they did not pass a sealed barrel before me was due to circumstances beyond their control.** In order to prevent deceit of that kind, an open barrel is passed before the non-virgin, so that people will remember that she is not a virgin.

תנו רבנן: כיצד מרקדין לפני הכלה? בית
שמאי אומרים:

§ The Sages taught: **How does one dance before the bride, i.e., what does one recite while dancing at her wedding?** Beit Shammai say:

BACKGROUND

Teruma – תרומה: Whenever the term *teruma* appears without qualification, it is referring to *teruma gedola*. The Torah commands that “The first fruit of your grain, of your wine, and of your oil” (Deuteronomy 18:4) are to be given to the priest (see also Numbers 18:12). The Sages extended the scope of this mitzva, which applies only in Eretz Yisrael, to include all produce. After the first fruits have been separated, a certain portion of the produce must be separated for priests.

The Torah does not specify the amount of *teruma* that must be separated; one may theoretically fulfill his obligation by

giving even a single kernel of grain from an entire crop. The Sages established a measure: One-fortieth for a generous gift, one-fiftieth for an average gift, and one-sixtieth for a miserly gift. One should not separate the other tithes until he has separated *teruma*.

Teruma is considered sacred and may be eaten only by a priest and his household while they are in a state of ritual purity (see Leviticus 22:9–15). To emphasize that state of ritual purity, the Sages obligated the priests to wash their hands before partaking of *teruma*. This is the source for the practice of

washing one's hands before eating. A ritually impure priest or a non-priest who eats *teruma* is subject to the penalty of death at the hand of Heaven. If *teruma* becomes ritually impure, it may no longer be eaten and must be burned. Nevertheless, it remains the property of the priest and he may benefit from its burning.

Nowadays, *teruma* is not given to priests because they have no definite proof of their priestly lineage. Nevertheless, the obligation to separate *teruma* remains. However, only a minuscule portion of the produce is separated.