מתני׳ נַעֲרָה שֶׁנִּתְפַּתְּתָה – בּוֹשְׁתָּהּ וּפְגָמָהּ וְקְנָסָהּ שֶׁל אָבִיהָ, וְהַצַּעַר בִּתְפוּסָּה. עָמְדָה בַּדִּין עַד שֶׁלֹּא מֵת הָאָב – הֲרֵי הֵן שֶׁל אָב. מֵת הָאָב – הֲרֵי הֵן שֶׁל אַחִין.

MISHNA In the case of **a young woman who was seduced,**[H] the compensation for **her humiliation and her degradation and her fine** belong **to her father. And** the same applies to the compensation for **pain in** the case of a woman who was **raped.** If the young woman **stood trial**[N] against the seducer or rapist **before the father died,**[H] **these** payments belong **to her father,** as stated above. If **the father died** before he collected the money from the offender, the payments belong **to** her **brothers.** As the father's heirs, they inherit the money to which he was entitled before he passed away.

לֹא הִסְפִּיקָה לַעֲמוֹד בַּדִּין עַד שֶׁמֵּת הָאָב – הֲרֵי הֵן שֶׁל עַצְמָהּ, עָמְדָה בַּדִּין עַד שֶׁלֹּא בָּגְרָה – הֲרֵי הֵן שֶׁל אָב. מֵת הָאָב – הֲרֵי הֵן שֶׁל אַחִין. לֹא הִסְפִּיקָה לַעֲמוֹד בַּדִּין עַד שֶׁבָּגְרָה – הֲרֵי הֵן שֶׁל עַצְמָהּ. רַבִּי שִׁמְעוֹן אוֹמֵר: אִם לֹא הִסְפִּיקָה לִגְבּוֹת עַד שֶׁמֵּת הָאָב – הֲרֵי הֵן שֶׁל עַצְמָהּ.

However, if **she did not manage to stand in judgment before the father died,** and she was subsequently awarded the money, the compensation belongs **to her,**[N] as she is now under her own jurisdiction due to the fact that she no longer has a father. If **she stood trial before she reached majority,** the payments belong **to her father,** and if **the father died, they** belong **to** her **brothers,** who inherit the money notwithstanding the fact that she has become a grown woman since the trial. If **she did not manage to stand in judgment before she reached majority,** the money belongs **to her. Rabbi Shimon says:** Even **if** she stood trial in her father's lifetime but **did not manage to collect** the payments **before the father died,** the brothers do not inherit this money, as it belongs **to her.**

HALAKHA

A young woman who was seduced, etc. – נַעֲרָה שֶׁנִּתְפַּתְּתָה וכו׳: The fine and the compensation for the humiliation and degradation of a seduced young woman and the pain of a raped young woman all belong to her father. If she has no father, she herself is entitled to the money (Rambam *Sefer Nashim*, *Hilkhot Na'ara Betula* 2:14).

If she stood trial before the father died, etc. – עָמְדָה בַּדִּין עַד שֶׁלֹּא מֵת הָאָב וכו׳: In the case of a seduced or raped young woman who sued only after she reached majority or married, or after her father's death, the fine and the compensation for humiliation, degradation, and, in a case of rape, the pain, all belong to the woman. If she stood trial when she was under her father's authority, the money belongs to her father. If she subsequently reached majority or married, or her father passed away, her brothers collect the money as his heirs, as the father is entitled to them as soon as the court delivers its verdict (Rambam *Sefer Nashim*, *Hilkhot Na'ara Betula* 2:15).

NOTES

She stood trial, etc. – עָמְדָה בַּדִּין וכו׳: Some commentaries note that the phrase: She stood trial, does not prove that the father himself cannot sue the offender. Rather, the *tanna* formulates his statement in this manner because the young woman is the sole claimant in the case that follows in the mishna, where the father already died (*Shita Mekubbetzet*). In fact, some early authorities claim the very opposite, that she cannot pursue this claim on her own, as the fact that the money will go to her father indicates that he is the appropriate litigant (Ra'avad; see Rambam).

Belongs to her – הֲרֵי הֵן שֶׁל עַצְמָהּ: Some authorities rule that in this case all of the compensation belongs to her (Rambam; *Tosafot*). Others maintain that with regard to the payments for humiliation and degradation, which are compensation for actual damage caused, the obligation is created automatically at the time of the rape or seduction, which was before the father died. Consequently, the sum belongs to the father even after he has passed away, and the brothers are entitled to this payment as his heirs. It is only the fixed monetary fine that comes into effect due to the court ruling and therefore belongs to the woman (Ramban).

מַעֲשֶׂה יָדֶיהָ וּמְצִיאָתָהּ, אַף עַל פִּי שֶׁלֹּא גָבְתָה, מֵת הָאָב – הֲרֵי הֵן שֶׁל אַחִין.

By contrast, with regard to **her earnings and** the lost **items** that **she** has **found, although she has not collected** them,[N] e.g., she had yet to receive her wages, if **the father died they** belong **to** her **brothers.** These payments are considered the property of their father, as he was entitled to them before he passed away.

גמ׳ מַאי קָא מַשְׁמַע לָן? תָּנֵינָא: הַמְפַתֶּה נוֹתֵן שְׁלֹשָׁה דְּבָרִים, וְהָאוֹנֵס אַרְבָּעָה, הַמְפַתֶּה נוֹתֵן בּוֹשֶׁת וּפְגָם וְקָנָס, מוֹסִיף עָלָיו אוֹנֵס שֶׁנּוֹתֵן אֶת הַצַּעַר! לְאָבִיהָ אִיצְטְרִיךְ לֵיהּ. לְאָבִיהָ נַמִי פְּשִׁיטָא, מִדְּקָא יָהֵיב מִפַּתֶּה. דְּאִי לְעַצְמָהּ – אַמַּאי יָהֵיב מִפַּתֶּה? מִדַּעְתָּהּ עֲבַד!

GEMARA The Gemara asks: **What is** the mishna **teaching us? We** already **learned** this in a mishna (*Ketubot* 39a): **The seducer pays three types of indemnity and the rapist** pays **four. The seducer pays** compensation for his victim's **humiliation and degradation and** for the **fine** the Torah imposes on a seducer. **A rapist adds an additional** payment, **as he pays** compensation for **the pain** she suffered. The Gemara answers: It **is necessary for** the mishna to teach that the money is given **to her father.** The Gemara asks: It **is also obvious** that the money goes **to her father, from** the fact **that a seducer pays** these types of indemnity, **as, if** one claims that the money goes **to her, why does a seducer pay** her at all? After all, **he acted with her consent,**[N] how can she then claim compensation?

NOTES

Although she has not collected them – אַף עַל פִּי שֶׁלֹּא גָבְתָה: The Gemara will inquire into the suitability of the use of the term collected, with regard to a lost object she found. As for the reason why the mishna employs this term, some commentaries write that typically there is no need for a trial in order for someone to collect wages owed to them, whereas in the cases of a rapist and a seducer, the sum due for humiliation and degradation must be determined by the court (*Bah* on Rif).

He acted with her consent – מִדַּעְתָּהּ עֲבַד: The commentaries point out that this cannot be speaking of the seduction of a minor. She is not considered to have acted with consent because she is not legally competent to make these decisions.

עָמְדָה בַּדִּין אִיצְטְרִיכָא לֵיהּ, פְּלוּגְתָּא דְּרַבִּי שִׁמְעוֹן וְרַבָּנַן.

The Gemara answers: It **was necessary for** the mishna to mention these cases in order to address the case where she **stood for judgment** before her father died, and then he died before collecting payment. In this case, there is **a dispute between Rabbi Shimon and the Rabbis** as to whether the sons inherit these payments from the father or whether the money belongs to the young woman.

תְּנַן הָתָם: ״אָנַסְתָּ וּפִיתִּיתָ אֶת בִּתִּי״, וְהוּא אוֹמֵר: ״לֹא אָנַסְתִּי וְלֹא פִיתִּיתִי״. ״מַשְׁבִּיעֶךָ אֲנִי״, וְאָמַר: ״אָמֵן״, וְאַחַר כָּךְ הוֹדָה – חַיָּיב.

§ **We learned** in a mishna **there** (*Shevuot* 36b) that if someone said to another: **You raped** my daughter, **or: You seduced my daughter,**[H] **and** the other **says: I did not rape and I did not seduce,** to which the father replied: **I administer an oath to you,**[N] **and** the defendant **said: Amen, and afterward he admitted** that he had raped or seduced the man's daughter, he is **obligated** both in the payments of a rapist or a seducer as well as an additional one-fifth, and he must bring an offering for swearing falsely that he did not owe the money.

רַבִּי שִׁמְעוֹן פּוֹטֵר, שֶׁאֵינוֹ מְשַׁלֵּם קֹנֶם עַל פִּי עַצְמוֹ. אָמְרוּ לוֹ אַף עַל פִּי שֶׁאֵינוֹ מְשַׁלֵּם קֹנֶם עַל פִּי עַצְמוֹ, אֲבָל מְשַׁלֵּם בּוֹשֶׁת וּפְגָם עַל פִּי עַצְמוֹ.

Rabbi Shimon exempts him, **as he does not pay** the **fine on his own** admission. The accused individual is not considered to have taken a false oath in denial of a monetary charge because he would not have been obligated to pay the fine on the basis of his own admission of guilt. The Rabbis **said to him: Although he does not pay** the **fine on his own** admission, **indeed he does pay** compensation for **the humiliation and degradation on his own** admission. Consequently, he has denied a monetary claim, and therefore his false oath obligates him to add one-fifth and to bring an offering. This concludes the mishna.

בָּעָא מִינֵּיהּ אַבַּיֵי מֵרַבָּה: הָאוֹמֵר לַחֲבֵירוֹ: ״אָנַסְתָּ וּפִיתִּיתָ אֶת בִּתִּי וְהֶעֱמַדְתִּיךָ בַּדִּין וְנִתְחַיַּבְתָּ לִי מָמוֹן״, וְהוּא אוֹמֵר: ״לֹא אָנַסְתִּי וְלֹא פִיתִּיתִי וְלֹא הֶעֱמַדְתַּנִי בַּדִּין וְלֹא נִתְחַיַּבְתִּי לְךָ מָמוֹן״, וְנִשְׁבַּע, וְהוֹדָה, לְרַבִּי שִׁמְעוֹן מַאי?

In light of this mishna, **Abaye raised a dilemma before Rabba:** With regard to **one who says to another: You raped** my daughter, **or: You seduced my daughter, and I made you stand in judgment** for your actions, **and you were found obligated** to pay **me money** but you did not do so, **and** the defendant **says: I did not rape, or: I did not seduce, and you did not make me stand in judgment, and I was not found obligated** to pay **you money, and** the defendant **took an oath** that he was telling the truth **and** subsequently **admitted** his guilt, **according to** the opinion of **Rabbi Shimon, what** is the *halakha*?

כֵּיוָן דַּעֲמַד בַּדִּין – מָמוֹנָא הַוַאי, וּמִיחַיַּיב עֲלֵיהּ קָרְבַּן שְׁבוּעָה, אוֹ דִלְמָא: אַף עַל גַּב דַּעֲמַד בַּדִּין – קֹנֶם הָוֵי? אָמַר לֵיהּ: מָמוֹנָא הָוֵי, וּמִיחַיַּיב עֲלֵיהּ קָרְבַּן שְׁבוּעָה.

Abaye explains the two sides of the dilemma: **Since he stood trial** and was found liable, **is** this considered a regular **monetary** obligation, **and** therefore **he is liable to** bring the **offering** for taking a false **oath** to deny a monetary claim? **Or perhaps** one can argue that **although he stood trial**[N] and the court ordered him to pay, the payment **is** in essence **a fine.** Rabba **said to him:** Since he has already stood trial, **it is** considered a regular **monetary** payment, **and he is liable to** bring the **offering of an oath.**

אֵיתִיבֵיהּ: רַבִּי שִׁמְעוֹן אוֹמֵר: יָכוֹל הָאוֹמֵר לַחֲבֵירוֹ: ״אָנַסְתָּ וּפִיתִּיתָ אֶת בִּתִּי״, וְהוּא אוֹמֵר: ״לֹא אָנַסְתִּי וְלֹא פִיתִּיתִי״. ״הֵמִית שׁוֹרְךָ אֶת עַבְדִּי״, וְהוּא אוֹמֵר: ״לֹא הֵמִית״. אוֹ שֶׁאָמַר לוֹ עַבְדּוֹ: ״הִפַּלְתָּ אֶת שִׁנִּי וְסִימְיתָ אֶת עֵינִי״, וְהוּא אוֹמֵר: ״לֹא הִפַּלְתִּי וְלֹא סִימְיתִּי״, וְנִשְׁבַּע, וְהוֹדָה, יָכוֹל יְהֵא חַיָּיב,

Abaye **raised an objection to** Rabba from the following *baraita*. **Rabbi Shimon says:** One **might** have thought that in the case of **one who says to another: You raped** my daughter, **or: You seduced my daughter, and he says: I did not rape** her, **or: I did not seduce** her, or if he claimed: **Your ox killed my slave, and he says:** It **did not kill** him, **or if his slave said to him: You knocked out my tooth, or: You blinded my eye** and you are therefore obligated to emancipate me, **and he says: I did not knock** it **out, or: I did not blind** your eye, **and he takes an oath but** later **admitted** to the truth of the accusation, one **might** have thought that he **should be liable** to bring an offering for a false oath denying a monetary claim.

תַּלְמוּד לוֹמַר ״וְכִחֵשׁ בַּעֲמִיתוֹ בְּפִקָּדוֹן אוֹ בִּתְשׂוּמֶת יָד אוֹ בְגָזֵל אוֹ עָשַׁק אֶת עֲמִיתוֹ אוֹ מָצָא אֲבֵידָה וְכִחֵשׁ בָּהּ וְנִשְׁבַּע עַל שָׁקֶר״. מָה אֵלּוּ מְיוּחָדִין – שֶׁהֵן מָמוֹן, אַף כָּל – שֶׁהֵן מָמוֹן, יָצְאוּ אֵלּוּ שֶׁהֵן קֹנָם.

Therefore, with regard to the offering for a false oath in denial of a monetary claim, **the verse states:** "If anyone sin, and commit a trespass against the Lord **and deal falsely with his neighbor in a matter of a deposit or of a pledge or of a robbery or have oppressed his neighbor, or have found that which was lost and deal falsely with it, and swear to a lie"** (Leviticus 5:21–22). **Just as** all these **matters** listed in the verse **are unique** in **that they are monetary** obligations equal in value to the loss one has caused another individual, **so too,** this *halakha* applies to **all** obligations **that are monetary** claims, which **excludes these** payments of a rapist, a seducer, and the like, **as they are fines.**[H]

HALAKHA

You raped or you seduced my daughter, etc. – אָנַסְתָּ וּפִיתִּיתָ אֶת בִּתִּי וכו׳: In a case of one who is accused of perpetrating a crime that would render him liable to pay compensation for the damage he caused, if he falsely swears that he is innocent, he is liable to bring a guilt-offering. However, if he was accused of a crime that would render him liable to pay a fixed monetary fine and he falsely swears that he is innocent, he is not liable to bring a guilt-offering. The reason for this is that his false denial of the claim is not significant, because he would not have been obligated to pay the fine even if he had admitted his guilt. If one was accused of a crime that would render him liable to pay compensation for damage he caused and also a fixed monetary fine, and he swears falsely that he is innocent, he is liable to bring a guilt-offering due to his denial of the regular monetary claim. Consequently, if one accused another of raping his daughter, which includes liability for both a fine as well as compensation for the humiliation and degradation caused to the victim, and the accused swore falsely that he was innocent, he is liable to bring a guilt-offering (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 8:3).

Which excludes these, as they are fines – יָצְאוּ אֵלּוּ שֶׁהֵן קֹנָם: In a case where one who is sued for a payment he would not have to pay based on his own admission, e.g., a fine, if he denied the claim and swore falsely, he is exempt from bringing a guilt-offering for falsely taking an oath in denial of a monetary claim. However, he is liable for having violated the general prohibition of taking a false oath (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 7:2).

NOTES

I administer an oath to you, etc. – מַשְׁבִּיעֶךָ אֲנִי וכו׳: The oath referred to here is the oath on a deposit (see Leviticus 5:20–26). The *halakhot* of this oath are elucidated mainly in tractate *Shevuot*. Although the *halakhot* concerning this oath are numerous and detailed, the basic idea is as follows: When someone has in his possession a deposit belonging to another person or that person's stolen property, and he falsely swears that he does not owe him anything, and he later admits that he lied, he must pay what he owes plus an extra one-fifth of its value. In addition, he must bring an offering, the guilt-offering for robbery. The offender is obligated in the one-fifth and is liable to bring the guilt-offering only if all the conditions of this case are fulfilled. Some commentaries contend that one of these conditions is that the claim must refer to a particular, defined object from which the payment was to be collected (*Tosafot*). In any case, even if the conditions are not precisely fulfilled, he is liable to bring a different offering for his false oath.

Or perhaps, although he stood trial, etc. – אוֹ דִלְמָא אַף עַל גַּב דַּעֲמַד בַּדִּין וכו׳: The early authorities had other versions of the text that read: Or perhaps, although he stood trial it is a fine, and one who admits to a fine is exempt (see Rabbeinu Ḥananel). However, Rashi does not accept this reading, and the standard text of the Gemara is in accordance with Rashi's version. This difference in the text affects the meaning of both Abaye's question and the rest of the passage.

According to Rashi, the question refers to one issue alone: Do the *halakhot* of a guilt-offering for robbery apply in a case where the source of the monetary obligation was a fine, but the obligation is currently viewed as a regular monetary obligation because the court has already ordered the perpetrator to pay?

Conversely, according to the other reading, Abaye's question refers not only to the *halakhot* of a guilt-offering for robbery, but also to whether the obligation is viewed as a regular monetary obligation with regard to other *halakhot* once the court has ordered him to pay. For instance, if the court that ordered him to pay cannot be contacted to verify its ruling, would the perpetrator be obligated to pay if he admits that he was found guilty in court, or would the *halakha* that one is not liable to a fine by his own admission be relevant in this case as well (see *Tosafot*, Ramban, Rabbeinu Aharon HaLevi, Rashba, and Ritva)?

מַאי לָאו בְּשֶׁעָמַד בַּדִּין! לֹא, בְּשֶׁלֹּא עָמַד בַּדִּין.

What, is it not referring to a case **where he has stood trial,** and yet Rabbi Shimon does not render him liable for the oath as the payment was originally a fine? Rabba refutes this argument: **No,** that *baraita* is referring to a situation **where he has not stood trial.**

וְהָא מִדְּרֵישָׁא בְּשֶׁעָמַד בַּדִּין, סֵיפָא נַמִּי בְּשֶׁעָמַד בַּדִּין! דְּקָתָנֵי רֵישָׁא: אֵין לִי אֶלָּא דְּבָרִים שֶׁמְּשַׁלְּמִין עֲלֵיהֶם אֶת הַקֶּרֶן, תַּשְׁלוּמֵי כֶּפֶל, תַּשְׁלוּמֵי אַרְבָּעָה וַחֲמִשָּׁה, וְהָאוֹנֵס, וְהַמְפַתֶּה וּמוֹצִיא שֵׁם רַע – מְנַיִן? תַּלְמוּד לוֹמַר ״וּמָעֲלָה מַעַל״, רִיבָּה.

Abaye persists: **But from** the fact **that** the **first clause** of the *baraita* deals **with** one **who has stood trial,** it follows that the **latter clause also** deals **with** one **who has stood trial. As** the *baraita* **teaches** in its **first clause: I have** derived the *halakha* **only** for **matters for which one pays the principal.** With regard to **the payments** that are **double** the principal, and **payments** that are **four and five** times the principal, and those of **the rapist, and the seducer, and the defamer, from where** is it derived that all these are included in the liability to bring an offering for falsely taking an oath on a deposit? **The verse states:** "If anyone sin **and commit a trespass** [***ma'ala ma'al***]" (Leviticus 5:21). The doubled usage of the word trespass serves to **amplify** and include any false oath taken in denial of monetary liability.

הֵיכִי דָּמֵי? אִי דְּלָא עָמַד בַּדִּין – כְּפִילָא מִי אִיבָּא? אֶלָּא פְּשִׁיטָא – בְּשֶׁעָמַד בַּדִּין, וּמִדְּרֵישָׁא בְּשֶׁעָמַד בַּדִּין – סֵיפָא נַמִּי בְּשֶׁעָמַד בַּדִּין!

Abaye analyzes this statement: **What are the circumstances? If** this is referring to a situation **when he has not stood trial, is there double** payment in that case? Everyone agrees that one who admits his guilt is exempt from the double payment, and yet this obligation is mentioned in the *baraita*. **Rather,** it **is obvious** that the *baraita* is referring to a case **where** it is claimed that he has already **stood trial** and was declared liable to pay the double payment, and the accused individual denies this claim. Abaye summarizes his question: **And from** the fact **that** the **first clause** of this *baraita* deals **with** one **who has stood trial,** the **latter clause also** deals **with** one **who has stood trial,** and even so Rabbi Shimon does not deem him liable to bring an offering for his oath.

אָמַר לֵיהּ: יָכֵילְנָא לְשַׁנּוּיֵי לָךְ: רֵישָׁא – בְּשֶׁעָמַד בַּדִּין, וְסֵיפָא – בְּשֶׁלֹּא עָמַד בַּדִּין, וְכוּלָּהּ רַבִּי שִׁמְעוֹן הִיא, וְשִׁינּוּיֵי דְּחִיקֵי לָא מְשַׁנֵּינַן לָךְ. דְּאִם כֵּן אָמַרְתְּ לִי: לֵיתְנֵי רֵישָׁא ״רַבִּי שִׁמְעוֹן אוֹמֵר״ אוֹ לֵיתְנֵי סֵיפָא ״דִּבְרֵי רַבִּי שִׁמְעוֹן״.

Rabba **said to him: I could answer you** that the **first clause** deals **with** one **who** is accused of already having **stood trial** and been deemed liable, **and** the **latter clause** deals **with** one **who has not stood trial, and** this **entire** *baraita* **is** in accordance with the opinion of **Rabbi Shimon.** According to this answer, Rabbi Shimon concedes that after one has been deemed liable in court, the double payment attains the status of a regular monetary obligation rather than a fine, and therefore in the first case in the *baraita* he is liable to bring an offering and a payment for his admission. **But I will not answer you a far-fetched answer, for if** it is **so,** that the entire *baraita* represents the opinion of Rabbi Shimon, **you** could **say to me: Let** the *tanna* of the *baraita* either **teach** explicitly in the **first clause: Rabbi Shimon says, or let him teach** in the **latter clause:** This is **the statement of Rabbi Shimon.**

אֶלָּא, כּוּלָּהּ בְּשֶׁעָמַד בַּדִּין, וְרֵישָׁא רַבָּנַן וְסֵיפָא רַבִּי שִׁמְעוֹן,

Rabba continued: **Rather,** I will say that the **entire** *baraita* is referring **to** one **who has stood trial, and** as for the difference in *halakha*, the **first clause** is in accordance with the opinion of **the Rabbis,** who deem one liable to bring the offering of an oath in a case where the plaintiff says that the defendant stood trial, was found liable, and swore falsely. **And** the **latter clause** represents the opinion of **Rabbi Shimon,** who exempts one who confesses from bringing the offering of an oath.

וּמוֹדֵינָא לָךְ לְעִנְיַן קָרְבַּן שְׁבוּעָה, דְּרַחֲמָנָא פְּטָרֵיהּ מִ״וְכִחֵשׁ״.

And I concede to you, Abaye, **with regard to** the liability to bring **an offering** for falsely taking **an oath** on a deposit, **that the Merciful One exempts him** from this offering here, **based upon** the verse "**And deal falsely** with his neighbor in a matter of a deposit," (Leviticus 5:21), which indicates that one is liable to bring an offering only if he lied about a claim that was originally a monetary obligation.

BACKGROUND

Until Rav Yosef sat at the head – עַד דְּיָתֵיב רַב יוֹסֵף בְּרֵישָׁא: The Talmud relates how Rav Yosef assumed leadership of the school (see *Berakhot* 64a; *Horayot* 14a). After Rav Yehuda's passing, there were two possible candidates to succeed him as head of the school in Pumbedita, Rabba and Rav Yosef. The younger Rabba was known for his brilliance, whereas Rav Yosef was famed for the breadth of his Torah knowledge. Not knowing who to choose, they asked the Sages of Eretz Yisrael a general question: Who is preferable: Sinai, i.e., a scholar with vast expertise, or one who uproots mountains, i.e., a Sage with a sharp mind? The answer they received was that Sinai is preferable. Nevertheless, Rav Yosef refused the appointment for various reasons, and for the twenty-two years during which Rabba served as head of the school, Rav Yosef did not claim for himself any position of greatness. Rav Yosef agreed to take his place as head of the school only after Rabba passed away.

וְכִי קָאָמִינָא מָמוֹן הָוֵי – לְהוֹרִישׁוֹ לִבָּנָיו.

And when I say that Rabbi Shimon maintains that after one is declared liable in court his obligation to pay **is** considered a regular **monetary** payment rather than a fine, that is not to say that he is liable to bring an offering for falsely denying a monetary claim, but rather **to** say that the recipient of the payment **bequeaths it to his sons.** Unlike a fine, which does not pass by inheritance to one's heirs, this is classified as a regular monetary payment. Consequently, if the perpetrator was deemed liable in court and ordered to pay the father of the girl he raped or seduced, and the father died before receiving payment, his sons inherit the right to that payment.

אֵיתִיבֵיהּ: רַבִּי שִׁמְעוֹן אוֹמֵר: אִם לֹא הִסְפִּיקָה לִגְבּוֹת עַד שֶׁמֵּת הָאָב – הֲרֵי הֵן שֶׁל עַצְמָהּ. וְאִי אָמְרַתְּ מָמוֹן הָוֵי לְהוֹרִישׁוֹ לִבָּנָיו – לְעַצְמָהּ אַמַּאי? דְּאַחְיָן בָּעֵי מֵיהֲוֵי!

Abaye **raised an objection to** this last point from the mishna. **Rabbi Shimon says: If** the daughter **did not manage to collect** the payments **before the father died, they** belong **to her. And if you say** that this fine **is a monetary** payment **to** the extent that one can **bequeath it to his sons** after the trial, **why** does the money belongs **to her?** Since the trial has taken place, it **should be** the property of **the brothers** by inheritance from their father, as it is already considered a regular monetary obligation that is owed to the father.

אֲמַר רָבָא, הַאי מִילְתָא קָשֵׁאי בָּהּ רַבָּה וְרַב יוֹסֵף עֶשְׂרִין וְתַרְתֵּין שְׁנִין, וְלָא אִיפְּרַק, עַד דְּיָתֵיב רַב יוֹסֵף בְּרֵישָׁא וּפֵירְקָהּ: שָׁאנֵי הָתָם דַּאֲמַר קְרָא ״וְנָתַן הָאִישׁ הַשֹּׁכֵב עִמָּהּ לַאֲבִי הַנַּעֲרָה חֲמִשִּׁים כָּסֶף״ – לֹא זִיכְּתָה תּוֹרָה לָאָב אֶלָּא מִשְּׁעַת נְתִינָה.

Rava said: This matter was difficult for Rabba and Rav Yosef for **twenty-two years without resolution, until Rav Yosef sat at the head**[B] of the academy **and resolved it** in the following manner: **There,** in the case of a rape, **it is different, as the verse states: "And the man who laid with her shall give the young woman's father fifty shekels of silver"** (Deuteronomy 22:29), from which it is inferred: **The Torah entitled the father** to this money **only from the time of giving.** Consequently, if the father dies before receiving the money, he does not bequeath his right to the money to his sons. Instead, the daughter is considered to take her father's place as the plaintiff, because she was the victim, and the money is paid to her.

וְכִי קָאָמַר רַבָּה מָמוֹנָא הָוֵי לְהוֹרִישׁוֹ לִבָּנָיו – בִּשְׁאָר קְנָסוֹת.

And when Rabba said that the fine imposed by a court **is** considered a regular **monetary obligation** with regard to one's ability **to bequeath it to his sons,** he was not referring to this particular case of a rapist or seducer, but only **to other fines,**[N] which do have the status of regular monetary obligations after the court delivers its verdict.

אֶלָּא מֵעַתָּה, גַּבֵּי עֶבֶד, דִּכְתִיב ״כֶּסֶף שְׁלֹשִׁים שְׁקָלִים יִתֵּן לַאדוֹנָיו״ הָכִי נַמִּי לֹא זִיכְּתָה תּוֹרָה לָאָדוֹן אֶלָּא מִשְּׁעַת נְתִינָה!? ״יִתֵּן״ לְחוּד ״וְנָתַן״ לְחוּד.

The Gemara asks: **However, if** that is **so,** that the verb "give" is explained in this manner, **with regard to** an ox that killed **a slave, where it is written: "He shall give to their master thirty shekels of silver"** (Exodus 21:32), **so too** will you say that **the Torah entitled the master only from the time of giving?** The Gemara answers: **"Shall give** [*yiten*]**," is distinct,** and **"shall give** [*venatan*]**," is distinct.**[N] The first expression, which is stated with regard to an ox that killed a slave, does not indicate that the recipient acquires the right to the money only from the moment it is given, whereas the formulation employed in the case of rape does indicate that this is the case.

NOTES

And when Rabba said that the fine imposed by the court is considered a regular monetary obligation…only to other fines – וְכִי קָאָמַר רַבָּה מָמוֹנָא הָוֵי…בִּשְׁאָר קְנָסוֹת: The early authorities disagree with regard to Abaye's opinion throughout this discussion. It is unclear whether he even means to express an independent position or whether he raised his question merely for the purpose of clarification. Similarly, it is not entirely clear what Rabba himself holds at the end of the discussion.

Some commentaries maintain that according to Rabba, a father bequeaths all fines to his sons aside from the fine due to be paid by a rapist or seducer, whereas Abaye disagrees. According to this interpretation, this issue is dependent on a dispute in the Jerusalem Talmud over whether the recipient of the payment is considered to be entitled to the money from the time the court issues its verdict or from the time the payment is actually given.

The Ri HaLavan states that everyone agrees that a son inherits all of his father's rights, including fines, with the exception of the fine paid by a rapist or seducer. In his opinion, the discussion does not concern the question of whether the fine is considered a regular monetary obligation for the purposes of inheritance, but only whether it is a monetary payment with regard to an oath imposed by one's sons. In other words, if the sons claim that a certain individual was already pronounced liable to pay their father a fine for having raped his daughter, and the accused man denies the charges and falsely swears to that effect, would he be liable to bring a guilt-offering?

The Ramban argues that although this interpretation fits the logic of the discussion, the phrase: To bequeath it to his sons, indicates that the discussion is about whether the sons inherit the rights to the fine at all. Furthermore, in the Jerusalem Talmud the dispute is understood to pertain to whether or not the sons inherit the rights to the fine.

Shall give [*yiten*] is distinct, and shall give [*venatan*] is distinct – יִתֵּן לְחוּד וְנָתַן לְחוּד: Rashi explains that the difference between these two expressions lies in their grammatical tense. In the word *venatan*, the verb *natan* appears in past tense, and future tense is indicated by the prefix *ve*. This alludes to the fact that the father fully acquires the right to the money only once it has already been given. Conversely, in the word *yiten*, the verb itself is formulated in the future tense.

Alternatively, the Ritva understands the general context of the verses as follows: *Yiten* is referring to the court's order to the aggressor to pay the owner of the slave and indicates that the master has a right to the money from the time of the court's decision. The word *venatan* is referring to the actual payment and indicates that the father of the rape victim is entitled to the money only from the time of the payment.

אִי הָכִי, תַּלְמוּד לוֹמַר ״וְכִחֵשׁ״? תַּלְמוּד לוֹמַר ״וְנָתַן״ מִיבָּעֵי לֵיהּ!

The Gemara raises a difficulty: **If so,** that the main source for this *halakha* is the phrase "shall give [*venatan*]," when it was taught in the *baraita* that a man who rapes or seduces a woman is not liable to bring the offering for a false oath in denial of a monetary claim, rather than saying that this is derived from the fact that **the verse states "and deal falsely,"** he **should have** said that it is derived from the fact that **the verse states "shall give,"** as this is the phrase that teaches that the payment is considered a fine even after he has stood trial.

אֲמַר רָבָא: כִּי אִיצְטְרִיךְ ״וְכִחֵשׁ״ – כְּגוֹן שֶׁעָמְדָה בַּדִּין, וּבָגְרָה וּמֵתָה. דְּהָתָם כִּי קָא יָרֵית אֲבִיהָ – מִינָּהּ דִּידָהּ קָא יָרֵית.

In answer to this question, **Rava said: When it was necessary** to cite a proof from **"and deal falsely,"** it was with regard to a situation **where** the young woman's case was **brought to trial,** and the court ruled in her favor, **and she reached majority and** subsequently **died** before the money was paid. The reason that "and deal falsely" is necessary in that case is because **there, when the father inherits,** it is **from her** that **he inherits.**[N]

אִי הָכִי יָצְאוּ אֵלּוּ שֶׁהֵן קְנָס? מָמוֹן הוּא! אָמַר רַב נַחְמָן בַּר יִצְחָק: יָצְאוּ אֵלּוּ שֶׁעִיקָּרָן קְנָס.

The Gemara raises another difficulty: **If so,** the language of the *baraita*: **Excluding these, as they are a fine,** is inaccurate, as **it is** a regular **monetary** payment, not a fine. In answer to this question, **Rav Naḥman bar Yitzḥak said** that this phrase means: **Excluding these, as they are originally a fine,** and it is only once the court orders the man to pay that they are viewed as regular monetary payments.

אֵיתִיבֵיהּ: רַבִּי שִׁמְעוֹן פּוֹטֵר, שֶׁאֵינוֹ מְשַׁלֵּם קְנָס עַל פִּי עַצְמוֹ. טַעֲמָא, דְּלָא עָמַד בַּדִּין. הָא עָמַד בַּדִּין, דִּמְשַׁלֵּם עַל פִּי עַצְמוֹ – קָרְבַּן שְׁבוּעָה נַמִּי מֵיחַיַּיב!

Abaye **raised an objection to** this explanation of the opinion of Rabbi Shimon, based upon the mishna in *Shevuot* cited above (42a), which states: **Rabbi Shimon exempts** him, **as he does not pay a fine on his own** admission. The Gemara infers: **The reason that** he is not liable to bring a guilt-offering is because **he has not stood trial.** However, if **he has stood trial** and been found guilty, **in which case he pays on his own** admission when he later admits that he was already convicted in court, **he should also be liable to** bring **an offering** if he denies that he was convicted in court and takes **an oath** to that effect. This contradicts the claim that, according to Rabbi Shimon, even after one is convicted in court, the payment is still considered a fine.

רַבִּי שִׁמְעוֹן לְדִבְרֵיהֶם דְּרַבָּנַן קָאָמַר לְהוּ: לְדִידִי, אַף עַל גַּב דַּעָמַד בַּדִּין רַחֲמָנָא פְּטְרֵיהּ מ״וְכִחֵשׁ״. אֶלָּא לְדִידְכוּ, אוֹדוּ לִי מִיהַת הֵיכָא דְּלָא עָמַד בַּדִּין, דִּכְי קָא תָּבַע – קָנָסָא קָא תָּבַע.

The Gemara answers: **Rabbi Shimon stated** his opinion **to them in accordance with the statement of the Rabbis** themselves, as follows: **According to my** opinion, **although he has stood trial, the Merciful One exempts him** from the offering, as derived **from** the verse: "**And deal falsely** with his neighbor in a matter of a deposit" (Leviticus 5:21), which indicates that he is liable only for a claim that originally concerned regular a monetary payment. **However, according to your** opinion, you should **at least concede to me** in a case **where he has not stood trial, that when one claims** the money, he **claims a fine** and not a regular monetary payment.

NOTES

It is from her that he inherits – מִינָּהּ דִּידָהּ קָא יָרֵית: According to Rabbi Shimon, if the young woman reaches majority before the penalty is paid, she becomes the recipient of the payment. Furthermore, since the phrase "shall give" is stated with regard to money paid to the father, it is limited to that case. If the woman is the recipient, the payment is considered a regular monetary payment rather than a fine, and therefore when she dies, her father inherits the rights to this regular monetary payment. Consequently, the verse states "and deal falsely" to teach that even in this case, where the money has the status of a regular monetary payment rather than a fine, if the rapist denies that he owes the money, he is exempt from bringing an offering because the payment originated as a fine.

Perek **IV**
Daf **43** Amud **a**

וּמוֹדֶה בִּקְנָס פָּטוּר. וְרַבָּנַן סָבְרִי: כִּי קָא תָּבַע – בּוֹשֶׁת וּפְגָם קָא תָּבַע.

And the principle is that **one who admits** that he is liable to pay **a fine is exempt.** Since the man would not have been liable to pay even if he had admitted his guilt, his denial of guilt is not considered a denial of monetary liability, and even if he swears falsely that he is not liable, he still does not become liable to bring an offering. **And the Rabbis hold** that **when** the father **claims** payment in court, it is the compensation for the **humiliation and degradation** that **he claims.** His main focus is not on the fine, and therefore the denial refers to a regular monetary claim.