

NOTES

Due to enmity – משום איבה: Rashi explains that if the father bears feelings of ill will toward his daughter, he might refuse to provide her with sustenance. *Tosafot* prove that there is no connection between providing her with sustenance and being entitled to her found articles, as even if he does not support her he is still entitled to any lost property she finds. Consequently, they explain that his hostility might lead him to marry her off to an unsuitable man.

Entitles a father to bring his daughter to the wedding canopy – לְאָב לְמִמְסָרָה לְחֻפָּה: Rashi cites a proof for this *halakha* from the expression: “I gave my daughter to this man” (Deuteronomy 22:16), which refers to both betrothal and the wedding canopy. Others explain that it is obvious that he can bring her to the wedding canopy, for if he cannot do so, what is the use of betrothing her to someone (Ramban; Rashba; Rabbeinu Crescas Vidal).

The nullification of his daughter’s vows – הַפְרַת נְדָרֶיהָ: Rashi asks why the Gemara cites a verse that merely alludes to this *halakha*, when it could have quoted the explicit phrase: “If her father disallow her on the day that he hears, none of her vows, or her bonds with which she has bound her soul, shall stand” (Numbers 30:6). He explains that the Gemara wanted to cite a proof that this *halakha* applies to a young woman as well as a minor. Other commentaries dismiss this question by stating that it is not unusual for the Gemara to cite one of multiple possible sources for a *halakha*. In these situations, it cites whichever verse is more familiar (Ritva).

משום איבה.

The Gemara explains: The reason is **due to enmity**,^N so that he should not bear a grudge against her for finding articles and withholding them from him, which might lead him to become reluctant to provide her with sustenance.

”בְּמַעֲשֵׂה יָדֶיהָ”. מִנְלֵן? דְּאָמַר רַב הוֹנָא אָמַר רַב: מִנֵּן שְׂמַעְשָׂה הִבֵּת לְאָב? שְׁנַאֲמַר ”וְכִי יִמְכֹּר אִישׁ אֶת בִּתּוֹ לְאִמָּה” – מָה אָמְרָה מַעֲשֵׂה יָדֶיהָ לְרַבָּה – אִף בֵּת מַעֲשֵׂה יָדֶיהָ לְאִבִּיהָ. וְאִמָּא: הֲנִי מִיְלֵי קִטְנָה, דְּמַצִּי מוֹבָן לָהּ, אֲבָל נַעֲרָה, דְּלֹא מַצִּי מוֹבָן לָהּ, מַעֲשֵׂה יָדֶיהָ דִּידָהּ הוּא!

§ The mishna further taught that a father is entitled to his daughter’s **earnings**. The Gemara asks: **From where do we derive this?** The Gemara answers: **As Rav Huna said that Rav said: From where is it derived that the earnings of a daughter belong to her father? As it is stated: “And if a man sell his daughter to be a maidservant”** (Exodus 21:7), which indicates that **just as with regard to a maidservant, her earnings belong to her master, as she was sold for this purpose, so too with regard to a daughter, her earnings go to her father.** The Gemara asks: **But one can say that this applies only to a minor, as a father can sell her as a maidservant. However, with regard to a young woman, whom he cannot sell, perhaps her earnings should belong to her.**

מִסְתַּבְּרָא דְּאִבִּיהָ הוּא, דְּאִי סְלִיקָא דְּעַתְדָּן מַעֲשֵׂה יָדֶיהָ לְאוֹ דְּאִבִּיהָ, אֶלְאֵהָ הָא דְּזִבְי לִיהָ וְחַמְנָא לְאָב לְמִמְסָרָה לְחֻפָּה – הֲיָכִי מַצִּי מִסָּר לָהּ? הָא קָמַבְטֵל לָהּ מִמַּעֲשֵׂה יָדֶיהָ!

The Gemara responds: It is **reasonable** that her earnings should go to her father, as, **if it should enter your mind** to say that her earnings do not belong to her father, what about the fact that **the Merciful One entitles a father to bring his daughter, when she is a young woman, to the wedding canopy? How can he bring her to the wedding canopy? Doesn’t he thereby cause her to neglect her earnings** at that time, as she cannot work while getting married? If she has the rights to her own earnings, she can object on these grounds.

פְּרִיךְ רַב אַחַאי: אִימָא דִּיהִיב לָהּ שְׂכָר פְּקַעְתָּהּ. אִי נָמִי דְּמָסַר לָהּ בְּלַיְלָא. אִי נָמִי דְּמָסַר לָהּ בְּשַׁבְּתוֹת וְיוֹמֵי טוֹבִים!

Rav Ahai refutes this claim: **Say that when he brings her to the wedding canopy, he gives her the wages she neglects** by taking a break from her work, and therefore the above objection does not apply. **Alternatively**, it is referring to a case **where he brought her to the wedding canopy at night**, when she does not work. **Alternatively**, it means that **he brought her to the wedding canopy on Shabbatot or Festivals**, when it is prohibited to work.

אֶלְאֵהָ, קִטְנָה לֹא צְרִיכָא קְרָא: הֲשִׁתָּא זְבוּנֵי מוֹבֵינָן לָהּ, מַעֲשֵׂה יָדֶיהָ מִיְבֵעֵינָן! [אֶלְאֵהָ] כִּי אִיצְטְרִיךְ קְרָא – לְנַעֲרָה.

Rather, the Gemara reverts to the original exposition based upon the case of a Hebrew maidservant, and argues that with regard to a **minor, it is not necessary** to derive from a verse that her father is entitled to her earnings, for the following reason: **Now**, if her father has the right to **sell her** as a maidservant, is it **necessary** to state that her earnings belong to him? **Rather, when the verse was necessary, it was to teach that the earnings of a young woman also belong to her father.**

”בְּהַפְרַת נְדָרֶיהָ”. מִנְלֵן? דְּכָתִיב “בְּנַעֲרֻיָּהּ בֵּית אָבִיהָ”.

§ The mishna taught that a father is entitled to effect the **nullification of his daughter’s vows**.^N The Gemara asks: **From where do we derive this?** The Gemara answers that **it is written: “Being in her youth, in her father’s house”** (Numbers 30:17), and the Torah proceeds to explain that during this period a father can nullify his daughter’s vows.

”וּמִקְבֵּל אֶת גִּיטָהּ”. מִנְלֵן? דְּכָתִיב “וַיִּצְאָה וְהָיְתָה” – אֵיתְקוּשׁ יִצְאָהּ לְהוֹיָהּ.

The mishna further taught: **And he accepts her bill of divorce** on her behalf. The Gemara asks: **From where do we derive this?** The Gemara answers that **it is written: “And she departs out of his house and goes and becomes another man’s wife”** (Deuteronomy 24:2). This verse **juxtaposes departing a marriage and becoming a wife**, which teaches that the *halakhot* of betrothal apply to her departing her husband’s home via a bill of divorce. Consequently, just as a father has the right to accept betrothal on his daughter’s behalf, he can also receive a bill of divorce on her behalf.

He wrote for her in her marriage contract that he was providing produce, etc. – **כתב לה פירות וכו'** – The early authorities disagree about whether this is referring to a betrothed or a married woman. Some maintain that this is referring to a betrothed woman, which means that even the Rabbis agree in the case of a married woman that the husband receives everything (*ge'onim*; Rabbeinu Hananel; Rashi; Rambam). However, others raise several difficulties with this interpretation (Rabbeinu Tam; Razah). First of all, the context is problematic, as this *baraita* is quoted in the context of the Gemara's discussion of married women. Furthermore, the *halakha* is that a husband does not inherit from his wife if they are merely betrothed. Yet another problem is that if this refers to betrothal, the term marriage that appears at the end of the Gemara's discussion of this *baraita* (47b) is unsuitable. Instead, the Gemara should have used a term that refers to betrothal. For these and other reasons, some commentaries explain that this *baraita* is referring to a married woman who has not yet been brought into her husband's house (see *Tosafot* and *Sefer HaYashar*).

Other early authorities offer various resolutions of the difficulties. With regard to the context, some explain that there is a connection between the two discussions according to the opinion of the Rabbis that a husband gains rights to his wife's dowry only from the time of their marriage, not the betrothal (Ramban). As for the difficulty that a husband does not generally inherit his wife's property if she dies while she is betrothed, it is possible that because the father wrote down his obligations, the husband is entitled to whatever was written in the document. Even the problem of the term marriage can be resolved, as from the perspective of the father this relationship is comparable to marriage. Additionally, the opinion of Rabbeinu Tam is not free of difficulties either, and therefore most early authorities accept the interpretation of Rashi and Rabbeinu Hananel (see Ritva and *Nimmukei Yosef*).

וְאִינוּ אוֹכְלֵי פִירוֹת בְּחַיֶּיהָ. תִּנּוּ רַבֵּנּוּ: הָאֵב אֵינוּ אוֹכְלֵי פִירוֹת בְּחַיֶּיהָ בְּתוֹ. רַבִּי יוֹסֵי בְּרַבִּי יְהוּדָה אָמַר: הָאֵב אוֹכְלֵי פִירוֹת בְּחַיֶּיהָ בְּתוֹ. בְּמֵאֵי קָמִיפְלִיגִי? תִּנּוּ קָמָא סָבַר: בְּשִׁלְמָא בְּעַל תִּקְיֵנוּ לִיהָ רַבֵּנּוּ פִירֵי, דָּאֵם כֵּן מִיִּמְנַע וְלֹא פְּרִיק.

S The mishna taught that a father may not consume the produce of his daughter's property during her lifetime. The Sages taught in a *baraita*: A father may not consume the produce of his daughter's property during his daughter's lifetime. Rabbi Yosei, son of Rabbi Yehuda, says: A father may consume this produce during his daughter's lifetime. The Gemara asks: With regard to what principle do they disagree? The Gemara explains that the first *tanna* holds: Granted, in the case of a husband, the Sages decreed for him that he should consume her produce, as if this were not so, he would refrain from redeeming her if she were captured. The right of a husband to consume the produce of his wife's property was instituted in order to correspond to his obligation to redeem his wife from captivity.

אֵלֶּא אֵב מֵאֵי אֵיכָא לְמִימַר – דְּמִיִּמְנַע וְלֹא פְּרִיק? בְּלֹאֵוּ הֲכִי פְּרִיק לָהּ! וְרַבִּי יוֹסֵי בְּרַבִּי יְהוּדָה סָבַר: אֵב נִמְי מִיִּמְנַע וְלֹא פְּרִיק. סָבַר: כִּיִּסָּא נְקִיטָא עֵילוּהָ, תִּיזִיל וְתִפְרוֹק נִפְשָׁהּ.

However, in the case of a father, what is there to say? That he will refrain from redeeming her? Even without this right to the produce of her property he will redeem her, as she is his daughter and he will certainly not turn a blind eye to his own flesh and blood. And Rabbi Yosei, son of Rabbi Yehuda, holds: If he is deprived of the right to the produce of his daughter's property, a father will also refrain from redeeming her, as he will reason: A pouch of money is held in her hand for a time of need, so let her go and redeem herself.

”נִיִּטָּה – יִתֵּר עָלָיו הַבְּעַל שֶׁהוּא אוֹכְלֵי” כּו'. תִּנּוּ רַבֵּנּוּ: כְּתַב לָהּ פִירוֹת, כְּסוֹת וְכֹלִים שֶׁיָּבִיאוּ עִמָּהּ מִבֵּית אָבִיהָ לְבֵית בְּעָלָהּ. מִתָּה – לֹא זָכָה הַבְּעַל בְּדָבָרִים הֵלְלוּ. מִשּׁוּם רַבִּי נִתְּן אָמְרוּ: זָכָה הַבְּעַל בְּדָבָרִים הֵלְלוּ.

S The mishna further taught that if the daughter married, the husband has more rights than her father, as he consumes the produce of her property. The Sages taught in a *baraita*: If the father wrote for her in her marriage contract that he was providing produce,ⁿ clothing, and vessels that would come with her as a dowry from her father's house to her husband's house, and she died during the betrothal period, the husband does not have the right to these objects. They said in the name of Rabbi Natan: The husband does have the right to these objects.

לֵימָא בְּפִלְגֵי אֵלְעָזָר דְּרַבִּי אֵלְעָזָר בֶּן עֲזַרְיָה וְרַבֵּנּוּ קָמִיפְלִיגִי. דְּתִנּוּ: נִתְּאֵרְמָלָה אוּ נִתְּגַרְשָׁה, בֵּין מִן הַנְּשׂוּאִין בֵּין מִן הָאִירוּסִין – גּוֹבָה אֶת הַכֹּל. רַבִּי אֵלְעָזָר בֶּן עֲזַרְיָה אָמַר: מִן הַנְּשׂוּאִין – גּוֹבָה אֶת הַכֹּל, וּמִן הָאִירוּסִין – בְּתוּלָה גּוֹבָה מֵאֵתִים, וְאֵלְמָנָה מִנָּה.

The Gemara suggests: Let us say that the dispute of these *tanna'im* is parallel to the dispute between Rabbi Elazar ben Azarya and the Rabbis. As we learned in a mishna (54b): If a woman was widowed or divorced, whether from marriage or from betrothal, she collects the entire sum specified in her marriage contract, including any extra amount her husband added to the standard sum required by the Sages. Rabbi Elazar ben Azarya says: If she was widowed or divorced from marriage, she collects the entire amount. But if she was widowed or divorced from betrothal, she is entitled to collect only the standard minimum sum required by the Sages: If she was betrothed as a virgin she collects two hundred dinars, and if she was a widow she is entitled to one hundred dinars.

Perek IV

Daf 47 Amud b

שְׁלֵא כְּתַב לָהּ אֵלֶּא עַל מְנַת לְכוּנְסָה. לְמֵאן דְּאָמַר לֹא זָכָה – כְּרַבִּי אֵלְעָזָר בֶּן עֲזַרְיָה, וּמֵאן דְּאָמַר זָכָה – כְּרַבֵּנּוּ.

The reason is that he wrote that she would be entitled to the additional amount only on the condition that he would marry her, and since he did not marry her, she is not entitled to the extra amount. The Gemara compares the respective opinions: The one who says that the husband does not have the right to her dowry holds in accordance with the opinion of Rabbi Elazar ben Azarya, and therefore he rules that just as a husband guarantees his wife an extra sum in her marriage contract only if they actually get married, the wife's father also gives the dowry only the condition that the couple marries. And the one who said that the husband does have the right to her dowry holds in accordance with the opinion of the Rabbis, because the document is fully in effect even before marriage.

Due to marriage – משום איחתוני הוא: If a father assigned money for his daughter's dowry and she died before marriage but after her father had taken leave of her as she went to the wedding canopy, some authorities say that the husband is entitled to the entire amount (Rambam). Others maintain that even after she is actually married, if the husband did not claim the money before her death he receives nothing, as the father intended to give him the sum only for his daughter's benefit (Rabbeinu Tam). Some rule that due to the uncertainty, the father cannot be forced to pay (Maharik).

There are numerous other relevant variables with regard to this *halakha*, e.g., if the money was entrusted to a third party. In practice, different places established protocols that were binding for their communities with regard to the various situations, e.g., the decree of Toledo, and the joint decree of the communities of Speyer, Worms, and Mainz (see Rambam *Sefer Nashim, Hilkhot Ishut* 22:2, 23:15; *Shulhan Arukh, Even HaEzer* 53:3, and in the comment of Rema).

NOTES

Redemption in exchange for produce of her property – ופרקונה תחת פירות: Although one might think that the ordinance that the husband has the right to consume the produce of her property is the more basic of the two ordinances, while his obligation to redeem her from captivity was added to correspond to it, most commentaries maintain that the husband's duty to redeem his wife is the main one. The continuation of the Gemara indicates likewise (see *Tosafot* and Ramban). Consequently, a husband cannot relinquish his right to the produce and thereby be released from the obligation to pay for her freedom. This is stated in the Jerusalem Talmud according to some commentaries' version of the text (Meiri). However, some commentaries maintain that the ordinance granting the husband the right to consume his wife's produce is, in fact, the more basic of the two ordinances (Rashbam on *Bava Batra* 49b).

Leave it – אנוחי ננחיהו: If the husband is to leave the produce, what benefit does he derive from it? Some commentaries (Ritva, citing *Tosafot*) explain that the husband would use the produce to purchase land in his wife's name, and consume the produce of that land. See *Tosafot* for an alternative explanation.

But I can reverse – ואיפוך אנה: Rashi explains: One can say that his obligation to provide her with sustenance is in exchange for his right to consume the produce of her property. Other commentaries maintain that this cannot be the case. Instead they explain that his right to consume the produce of her property is in exchange for his obligation to attend to her burial (*Tosafot* on 52a; Maharshal).

לא, דכולי עלמא כרבי אלעזר בן עזריה. מאן דאמר לא זכה – כרבי אלעזר בן עזריה, ומאן דאמר זכה – עד כאן לא קאמר רבי אלעזר בן עזריה אלא מדידיה לדידה, שלא כתב לה אלא על מנת לכונסה.

אבל מדידה לדידה – אפילו רבי אלעזר בן עזריה מודי דמשום איחתוני הוא, והא איחתני להו.

"חייב במזונותיה" וכו'. תנו רבנן: תיקנו מזונותיה תחת מעשה ידיה וקבורתה תחת כתובתה. לפיכך בעל אוכל פירות.

פירות מאן דכר שמיהו? חסורי מחסרא, והכי קתני: תיקנו מזונותיה תחת מעשה ידיה, ופרקונה תחת פירות, וקבורתה תחת כתובתה. לפיכך בעל אוכל פירות.

מאי לפיכך?

מהו דתימא: מיכל לא נכליהו, אנוחי ננחיהו, דאם בן מימנע ולא פריק, קא משמע לן דהא עדיפא, וימנין דלא מלו ופריק לה מדידיה.

ואיפוך אנה!

The Gemara refutes this suggestion: **No, everyone agrees that the *halakha* is in accordance with the opinion of Rabbi Elazar ben Azarya, and the explanation is as follows: The one who said that he does not have the right to the dowry clearly holds in accordance with the opinion of Rabbi Elazar ben Azarya, as stated above; and the one who says the husband does have the right to her dowry would distinguish between the two cases: Rabbi Elazar ben Azarya states that the marriage contract is not fully in effect until marriage only with regard to a bestowal from him to her, i.e., the extra sum that the husband adds to her marriage contract, as he wrote it for her only on the condition that he would marry her, and he did not intend to give her anything before she became his wife.**

However, with regard to that which is given from her father to him, i.e., the dowry, even Rabbi Elazar ben Azarya concedes that the husband is entitled to this money, as the gift of a father is due to marriage,^h i.e., he wants the families to be joined in matrimony, and they have already become linked in marriage. The dowry given by the father has nothing to do with the transition from betrothal to actual marriage.

§ The mishna teaches that a husband is obligated to provide his wife with sustenance, redemption from captivity, and burial. The Sages taught in a *baraita*: The Rabbis instituted that a husband must provide his wife with her sustenance in exchange for his rights to her earnings, and similarly they decreed that a husband must tend to her burial in exchange for the fact that he inherits the dowry that she brought into the marriage and which is written in her marriage contract. Consequently, the husband may consume the produce of her property.

The Gemara expresses surprise at this last statement: **Produce, who mentioned anything about that?** The *baraita* did not previously mention produce at all, so how did it arrive at a halakhic conclusion with regard to produce? The Gemara explains that the *baraita* is incomplete, and this is what it is teaching: **They instituted that a husband must provide his wife with her sustenance in exchange for his rights to her earnings; and it is his duty to provide her with redemption from captivity in exchange for his right to consume the produce of her property;ⁿ and it is his obligation to attend to her burial in exchange for the fact that he inherits the dowry that she brought into the marriage and which is written in her marriage contract. Consequently, a husband may consume the produce of her property.**

Although the Gemara has explained how the *tanna* came to speak about produce, the wording of the *baraita* remains problematic. **What is the significance of the word consequently in this context?**

The Gemara explains: **Lest you say that the husband should not consume the produce but leave itⁿ so that if he requires funds to redeem his wife he will have them available, as, if he is not compelled to do so he will refrain from redeeming her, as he will be unwilling to spend his own money for that purpose; the *tanna* therefore teaches us that this arrangement is preferable, because sometimes the produce will not amount to the funds necessary to redeem her from captivity, and he would not redeem her if he was expected to use the funds produced by her property. Consequently, the Sages decreed that he consumes the produce immediately and that he must redeem her from his own funds if she is taken into captivity.**

After analyzing the language of the *baraita*, the Gemara turns its attention to the *halakha* itself. **But I can reverseⁿ these connections; why does the *baraita* say that a husband's obligation to provide his wife with sustenance was instituted in exchange for his right to her earnings, as opposed to another of his rights, e.g., his right to consume the produce of her property?**

שְׂאֵרָה אֵלּוּ מְזוּנוֹת וְכוּ' – She'era, this is sustenance, etc. – Apparently, these *tanna'im* maintain that a husband's obligation to provide his wife with sustenance and clothing applies by Torah law. Some suggest that Rava did not explicitly mention this with regard to clothing because all opinions mentioned in the *baraita* agree that it is the plain meaning of the word *kesuta* in the verse, and something that is stated explicitly in the Torah does not have to be mentioned (Ran). However, the Ramban claims that the duties of sustenance and clothing apply by rabbinic law, in accordance with the interpretation of the verse provided by Rav Yosef (see Ramban's Commentary to the Torah, Exodus 21:10).

עֲנִיָּה וְכוּ' – Onata, etc. – The commentaries explain that the term "*onata*" can refer to a period of time [*ona*] as well as suffering [*inui*] (*HaBoneh*). See Rashash, who argues that these *tanna'im* interpret "*onata*" as the prevention of her suffering.

HALAKHA

שְׂאֵר כְּסוּת וְעוֹנָה – Food, clothing, and conjugal rights – By Torah law, there are three obligations of a husband toward his wife: He must provide her with food and with clothing, and he must engage in intercourse with her at regular intervals. This is the ruling of the Ramban, in accordance with the unattributed opinion in the *baraita*. By contrast, the Ramban maintains that only conjugal rights are a Torah obligation, whereas providing her with food and clothing is required by rabbinic law. Some claim (*Maggid Mishne*; see *Beit Shmuel*) that the conjugal rights and clothing apply by Torah law, while providing her with food is by rabbinic law (Rambam *Sefer Nashim*, *Hilkhot Ishut* 12:2; *Shulhan Arukh*, *Even HaEzer* 69:2).

NOTES

שְׂאֵרָה כְּסוּתָהּ – She'era and kesuta – *Tosafot* quote the rest of the *baraita*, which appears in the *Mekhilta* and is also cited in the Jerusalem Talmud (*Ketubot* 5:7). The *baraita* adds that Rabbi Eliezer ben Ya'akov derives the obligations of sustenance and conjugal relations by an *a fortiori* inference. Since a law derived via an *a fortiori* inference has the status of Torah law, *Tosafot* claim that the question of the identity of the *tanna* cited on 47b who maintains that the Sages instituted that a husband must provide food for his wife in exchange for his right to her earnings, indicating that the responsibility to provide her with food is of rabbinic origin, is left unresolved. However, many other early authorities contend that the *baraita* cited by Rav Yosef, which maintains that *she'era* means closeness of flesh, indicates that a husband's obligation to provide food for his wife is of rabbinic origin.

מְנַהֵג פְּרָסִיִּים – The manner of Persians – Some commentaries connect this to a statement in *Berakhot* (8a). The problem is that there the Gemara is apparently praising the Persians for their modest conduct during intercourse, whereas here it rejects their conduct. Some commentaries state that even if the husband claims to be acting for reasons of modesty, he must divorce her and pay her the marriage contract (*Ritva*). Others note the Gemara elsewhere praises those who have relations in their clothes (*Magen Avraham* on *Shulhan Arukh*, *Orah Hayyim* 240:8). The *Magen Avraham* rules that if both partners agree, it is considered a form of modesty (see *Mishna Berura* and *Sha'ar HaTziyyun* on *Shulhan Arukh*, *Orah Hayyim* 240:8).

אָמַר אַבְיִי: תִּיקְנוּ מְצוּי לְמְצוּי, וְשְׂאֵינּוּ מְצוּי לְשְׂאֵינּוּ מְצוּי.

Abaye said: The Sages instituted a common obligation in exchange for a common right, and they instituted an uncommon obligation in exchange for an uncommon right. In other words, the Sages instituted a husband's obligation to provide his wife with sustenance, which is relevant on a regular basis, in exchange for his right to her earnings, which also applies regularly. The other obligations and rights of a husband are relevant less frequently.

אָמַר רַבָּא: הָאֵי תְנָא סְבַר מְזוּנוֹת מְדָאוּרִיָּתָא, דְּתַנְיָא: "שְׂאֵרָה" – אֵלּוּ מְזוּנוֹת, וְכֵן הוּא אוֹמֵר "וְאִשׁוֹר אֶכְלוּ שְׂאֵר עִמִּי." "כְּסוּתָהּ" – כְּמִשְׁמַעוּ. "עֲנִיָּה" – זֶה עוֹנָה, הָאֵמֹרָה בְּתוֹרָה, וְכֵן הוּא אוֹמֵר "אִם תְּעַנֶּה אֶת בְּנוֹתֵי."

Rava said: This *tanna*, in the *baraita* cited below, maintains that the obligation of a husband to provide his wife's sustenance applies by Torah law, as it is taught with regard to the verse pertaining to a husband's obligations toward his wife: "If he takes another wife for himself, her food [*she'era*], her clothing [*kesuta*], and her conjugal rights [*onata*], he shall not diminish" (Exodus 21:10). "*She'era*"; this is sustenance,ⁿ and it likewise states: "Who also eat the flesh [*she'er*] of my people" (Micah 3:3). "*Kesuta*" is understood in its literal sense as referring to clothing. "*Onata*";ⁿ this is her conjugal rights, which is stated in the Torah, and so it says: "If you shall afflict [*te'aneh*] my daughters" (Genesis 31:50), which indicates that a husband may not deprive his wife of her conjugal rights.^h

רַבִּי אֶלְעָזָר אוֹמֵר: "שְׂאֵרָה" – זֶה עוֹנָה, וְכֵן הוּא אוֹמֵר "אִישׁ אִישׁ אֶל כָּל שְׂאֵר בְּשָׂרוֹ לֹא תִקְרְבוּ לְגִלוֹת עֲרוּהָ." "כְּסוּתָהּ" – כְּמִשְׁמַעוּ. "עֲנִיָּה" אֵלּוּ מְזוּנוֹת, וְכֵן הוּא אוֹמֵר "וַיַּעֲנֵךְ וַיִּרְעִיבֶךָ."

The *baraita* continues: Rabbi Elazar says: "*She'era*"; this is her conjugal rights, and so it says: "None of you shall approach to any who is near [*she'er*] of kin to him, to uncover their nakedness" (Leviticus 18:6), which demonstrates that the word *she'er* is used in the context of sexual relations. "*Kesuta*" is understood in its literal sense as referring to clothing. "*Onata*"; this is sustenance, and so it says: "And He afflicted you [*vayanekha*], and made you suffer hunger, and fed you with manna" (Deuteronomy 8:3).

Perek IV

Daf 48 Amud a

רַבִּי אֶלְעָזָר בֶּן יַעֲקֹב אוֹמֵר: "שְׂאֵרָה כְּסוּתָהּ" – לְפִי שְׂאֵרָה תֵּן כְּסוּתָהּ. שְׂאֵר יָתֵן לָהּ לֹא שֶׁל יְלֵדָה לְזִקְיָנָה, וְלֹא שֶׁל זִקְיָנָה לְיְלֵדָה. "כְּסוּתָהּ וְעוֹנָתָה" – לְפִי עוֹנָתָה תֵּן כְּסוּתָהּ, שְׂאֵר יָתֵן חֲדָשִׁים בְּיָמוֹת הַחֹמָה וְלֹא שְׂחָקִים בְּיָמוֹת הַגְּשָׁמִים.

Rabbi Eliezer ben Ya'akov says that *she'era* and *kesuta*ⁿ should be interpreted as follows: In accordance with her flesh [*she'era*], i.e., her age, give her clothing [*kesuta*]. This means that he should not give the garments of a young girl to an elderly woman, nor those of an elderly woman to a young girl. Similarly, *kesuta* and *onata* are linked: In accordance with the time of year [*onata*], give her clothing [*kesuta*], meaning that he should not give new, heavy clothes^h in the summer, nor worn-out garments in the rainy season, i.e., the winter, when she requires heavier, warmer clothes. The entire phrase, therefore, refers only to a husband's obligation to provide clothing for his wife.

תַּנִּי רַב יוֹסֵף: "שְׂאֵרָה" – זֶה קְרוֹב בְּשָׂר, שְׂאֵר יִנְהַג בָּהּ מְנַהֵג פְּרָסִיִּים, שְׂמִשְׁמִשִּׁין מִטּוֹתֵיהֶן בְּלִבּוֹשֵׁיהֶן. מִסִּיעַ לֵיהּ לְרַב הוֹנָא, דְּאָמַר רַב הוֹנָא: הָאֵמֹר "אִי אֶפְשִׁי אֶלָּא אֲנִי בְּבִגְדֵי וְהִיא בְּבִגְדָה" – יוֹצִיא וְנֹתֵן בְּתוֹבָהּ.

Rav Yosef taught the following *baraita*: "*She'era*," this is referring to closeness of flesh during intercourse, which teaches that he should not treat her in the manner of Persians,ⁿ who have conjugal relations in their clothes. The Gemara comments: This *baraita* supports the opinion of Rav Huna, as Rav Huna said: With regard to one who says: I do not want to have intercourse with my wife unless I am in my clothes^h and she is in her clothes, he must divorce his wife and give her the payment for her marriage contract. This is in keeping with the opinion of the *tanna* of the *baraita* that the Torah mandates the intimacy of flesh during sexual relations.

HALAKHA

לֹא יָתֵן חֲדָשִׁים וְכוּ' – He should not give new, heavy clothes, etc. – A husband is obligated to provide his wife with suitable clothing in the winter and the summer, in accordance with the opinion of Rabbi Eliezer ben Ya'akov and the ruling of the mishna in *Ketubot* 64b (Rambam *Sefer Nashim*, *Hilkhot Ishut* 13:1; *Shulhan Arukh*, *Even HaEzer* 73:1).

אֲנִי בְּבִגְדֵי וְכוּ' – I am in my clothes, etc. – If a husband says he is willing to have relations with his wife only if they both remain clothed, he must divorce her and pay her the marriage contract, as stated by Rav Huna (*Shulhan Arukh*, *Even HaEzer* 76:13).