רַבִּי יְהוּדָה הַיְינוּ תַּנָּא קַמָּא! אֶלָּא לָאו – מְמָאֲנַת אִיכָּא בֵּינַיְיהוּ, דְּתַנָּא קַמָּא סָבַר: אִית לָהּ, וְרַבִּי יְהוּדָה סָבַר: לֵית לָהּ.

Rav Sheshet analyzes this *baraita*: The opinion of **Rabbi Yehuda is** to all appearances the same as that of **the first *tanna*.** What is their dispute? **Rather, is it not** the case that **there is** a practical difference **between them** concerning a girl **who refused** her husband, **as the first *tanna* maintains** that **she has** sustenance, as her marriage has been annulled and it is as though it never occurred, **and Rabbi Yehuda maintains** that **she does not have** sustenance, as she permanently forfeited this right when she left her father's house in marriage.

בָּעֵי רֵישׁ לָקִישׁ: בַּת יְבָמָה יֵשׁ לָהּ מְזוֹנוֹת אוֹ אֵין לָהּ מְזוֹנוֹת?

Reish Lakish raised a dilemma: With regard to the **daughter** of **a *yevama*,**[NH] i.e., a woman who married her *yavam* in levirate marriage and gave birth to a daughter before he passed away, does **she have sustenance** from the property of the *yavam*, i.e., the girl's father, **or** does **she not have sustenance?**

כֵּיוָן דַּאֲמַר מָר: כְּתוּבָּתָהּ עַל נִכְסֵי בַּעְלָהּ הָרִאשׁוֹן – לֵית לָהּ, אוֹ דִלְמָא כֵּיוָן דְּאִי לֵית לָהּ מֵרִאשׁוֹן – תַּקִּינוּ לָהּ רַבָּנַן מִשֶּׁלִּי, אִית לָהּ? תֵּיקוּ.

The Gemara clarifies the sides of the dilemma: **Since the Master said** that the payment of the **marriage contract** of a *yevama* is taken **from the property of her first husband,** not that of the *yavam*, her daughter should therefore **not have** rights to sustenance from the property of the *yavam*. Her sustenance is a stipulation of the marriage contract, which does not apply to the *yavam*. **Or perhaps, since if she does not have** enough to cover the amount of her marriage contract **from the** property of the **first** husband, **the Sages enacted for her** a marriage contract **from the second** one, i.e., the *yavam*. Therefore, her daughter should **have** sustenance from his property. No answer was found, and the Gemara states that the dilemma **shall stand** unresolved.

בָּעֵי רַבִּי אֶלְעָזָר: בַּת שְׁנִיָּה יֵשׁ לָהּ מְזוֹנוֹת, אוֹ אֵין לָהּ מְזוֹנוֹת?

Rabbi Elazar raised a dilemma: With regard to the **daughter** of **a secondary** forbidden **relationship,** i.e., a girl born to a man and women forbidden to each other by rabbinic law, whose mother is penalized by being deprived of a marriage contract, does her daughter **have sustenance or** does **she not have sustenance?**

HALAKHA

The daughter of a *yevama* – בַּת יְבָמָה: In the case of a man who had a daughter with his *yevama* and then passed away, if the woman's first husband left property, the daughter is not entitled to sustenance from either man's estate. The reason for this is that the payment specified in her mother's marriage contract is collected from the estate of the first husband, but the daughter does not receive sustenance by virtue of that marriage contract, as she is not that man's daughter. She is also not entitled to be sustained from her father's property, as the payment specified in her mother's marriage contract is not collected from his estate. However, if the woman's first husband did not leave property, the woman collects the payment specified in her marriage contract from the property of the second husband. Others (*Tur*; Rosh; Ran) explain that this includes all the stipulations of a marriage contract, which means the girl is entitled to sustenance from his estate (Rambam *Sefer Nashim*, *Hilkhot Ishut* 19:14; *Shulḥan Arukh*, *Even HaEzer* 112:5).

NOTES

The daughter of a *yevama* – בַּת יְבָמָה: The question can also be asked with regard to the *yevama* herself: Upon the death of the *yavam*, is the *yevama* entitled to sustenance from his estate, despite the fact that he did not have to write her a marriage contract? If the estate of her first husband can support her, she receives her sustenance from there. If not, most early authorities understood that the *yavam* assumes responsibility to pay her marriage contract, and therefore she would be sustained from his estate (*Tosafot*; Rabbi Aharon HaLevi; Rosh; Ritva). However, some hold that even in this circumstance, she would not have a right to be sustained from the estate of the *yavam* (Rivan; *Shita Mekubbetzet*, citing Rashi).

Perek **IV**
Daf **54** Amud **a**

כֵּיוָן דְּלֵית לָהּ כְּתוּבָּה – לֵית לָהּ מְזוֹנֵי, אוֹ דִלְמָא: אִמָּהּ דְּעָבְדָא אִיסּוּרָא – קְנָסוּהָ רַבָּנַן, אִיהִי דְּלָא עָבְדָא אִיסּוּרָא – לָא קְנָסוּהָ רַבָּנַן? תֵּיקוּ.

Once again the Gemara explains the sides of the dilemma: **Since** the Sages penalized the mother and declared that **she does not have a marriage contract,** the daughter **does not have sustenance** either, as her sustenance is guaranteed by her mother's marriage contract. **Or perhaps,** with regard to **her mother, who violated a prohibition, the Sages penalized her** by depriving her of her marriage contract, whereas in the case of the daughter, **who did not violate a prohibition, the Sages did not penalize her.** Once again the Gemara states that the dilemma **shall stand** unresolved.

בָּעֵי רָבָא: בַּת אַרוּסָה, יֵשׁ לָהּ מְזוֹנוֹת אוֹ אֵין לָהּ מְזוֹנוֹת? כֵּיוָן דְּאִית לָהּ כְּתוּבָּה – אִית לָהּ, אוֹ דִלְמָא: כֵּיוָן דְּלָא תַּקִּינוּ רַבָּנַן כְּתוּבָּה עַד שְׁעַת נִישׂוּאִין – לֵית לָהּ? תֵּיקוּ.

Rava raises a dilemma: In the case of the **daughter of a betrothed woman,**[N] i.e., a man betrothed a woman, fathered a daughter with her, and then died, does the daughter **have** the right to receive **sustenance** from his estate, **or** does **she not have** the right to receive **sustenance? Since** the mother **has a marriage contract,** as in this case the man wrote her a marriage contract after betrothing her, it may be argued that the daughter **has** the right to receive sustenance. **Or perhaps, since the Sages did not enact** any requirement for a man to provide his wife with **a marriage contract until the time of marriage,**[N] the stipulations of the marriage contract do not apply until then, and therefore the daughter of this woman **does not have** the right to receive sustenance. Again, the Gemara states that the dilemma **shall stand** unresolved.

בָּעֵי רַב פַּפָּא: בַּת אֲנוּסָה, יֵשׁ לָהּ מְזוֹנוֹת אוֹ אֵין לָהּ מְזוֹנוֹת? אַלִּיבָּא דְּרַבִּי יוֹסֵי בְּרַבִּי יְהוּדָה – לָא תֵּיבָּעֵי לָךְ, דְּאָמַר: יֵשׁ לָהּ כְּתוּבָּה מָנֶה.

Rav Pappa raises a dilemma: With regard to **the daughter** of **a raped** woman,[H] i.e., a man raped a young woman, married her, had a child, and died, does **she have** the right to receive **sustenance** from her father's estate **or** does **she not have** the right to receive **sustenance** from his estate? The Gemara comments: **According to** the opinion of **Rabbi Yosei, son of Rabbi Yehuda, do not raise this dilemma, as he said** that a raped woman **has a marriage contract of one hundred dinars,** and therefore she is entitled to the stipulations of a marriage contract, one of which is that if she has a daughter with her husband, the daughter receives sustenance from the husband's estate.

כִּי תֵּיבָּעֵי לָךְ – אַלִּיבָּא דְּרַבָּנַן, דְּאָמְרִי: יָצָא כֶּסֶף קְנָסָהּ בִּכְתוּבָּתָהּ – מַאי?

Rather, **let the dilemma be raised according to** the opinion of **the Rabbis, who say** that the **money of her fine fulfilled** his obligation to provide **her** with a **marriage contract,** i.e., since she has already received the fine in compensation for the rape, she is not entitled to further payment in the form of a marriage contract. According to this opinion, **what** is the *halakha*?

כֵּיוָן דְּלֵית לָהּ כְּתוּבָּה – לֵית לָהּ מְזוֹנֵי, אוֹ דִלְמָא: כְּתוּבָּה טַעֲמָא מַאי? כְּדֵי שֶׁלֹּא תְּהֵא קַלָּה בְּעֵינָיו לְהוֹצִיאָהּ, וְהָא – לָא מָצֵי מַפֵּיק לָהּ? תֵּיקוּ.

The Gemara elaborates: It may be argued that **since** the mother **does not have a marriage contract,** the daughter **does not have** the right to receive **sustenance** from her father's estate. **Or perhaps** one should consider the following: **What is the reason** that **the marriage contract** was enacted? **So that** his wife **will not be demeaned in his eyes such that** he will easily **divorce her. And this one,** his rape victim, **he cannot divorce her** by Torah law, as it is stated: "He may not send her away all his days" (Deuteronomy 22:29). It was therefore unnecessary for the Sages to require that he provide the woman with a marriage contract. However, the reasons for the stipulations included in a marriage contract, e.g., that his daughter receives sustenance from his estate, still apply in this case. Consequently, the Sages stipulated that these provisions still be granted. Yet again the Gemara states that the dilemma **shall stand** unresolved.

"אַתְּ תֵּהֵא יָתְבָא בְּבֵיתִי" וכו'. תָּנֵי רַב יוֹסֵף: בְּבֵיתִי וְלֹא בִּבְיקָתִי. אֲבָל מְזוֹנֵי – אִית לָהּ. מָר בַּר רַב אַשִׁי אָמַר: אֲפִילּוּ מְזוֹנֵי נַמִּי לֵית לָהּ. וְלֵית הִלְכְתָא כְּמָר בַּר רַב אַשִׁי.

§ The mishna taught that one of the stipulations of a marriage contract is: **You will sit in my house** and be sustained from my property all your days as a widow. **Rav Yosef taught: In my house, and not in my hovel** [*bikati*].[L] If there is no room for her in his house, the heirs are not obligated to allow her to stay there. **However,** even in this case, **she has** the right to receive her **sustenance** from the heirs. **Mar bar Rav Ashi said: She does not even have** the right to receive her **sustenance,** as she is entitled to sustenance only when she lives in her husband's house. If she resides elsewhere, for whatever reason, she does not receive this payment. The Gemara concludes: **And the *halakha* is not in accordance with** the opinion of **Mar bar Rav Ashi.**

NOTES

The daughter of a betrothed woman, etc. – בַּת אֲרוּסָה וכו': Rashi suggests two interpretations. Either the man wrote a marriage contract for his betrothed by choice, or this discussion is in accordance with the opinion that a betrothed woman is entitled to a marriage contract, in which case she is entitled to it even if he did not actually write the contract. In either case, he did not explicitly write that he is accepting the obligation to support his daughters, and the dilemma is whether the stipulation of the court that imposes this obligation takes effect in this case, even if it is not written in the marriage contract. Others argue that this passage must be in accordance with the opinion that a betrothed woman is entitled to a marriage contract, because if the husband himself decided to give her a marriage contract, it is certain that he is obligated to support his daughters only if he explicitly accepted this obligation upon himself (Rid; see Ritva).

The Sages did not enact a marriage contract until the time of marriage – לָא תַּקִּינוּ רַבָּנַן כְּתוּבָּה עַד שְׁעַת נִישׂוּאִין: Some commentaries explain that this statement should be understood as follows: Although a betrothed woman is entitled to a marriage contract, the lien on the husband's property in order to guarantee payment of the marriage contract takes effect only upon marriage. Consequently, the provision that a daughter receives her sustenance from her father's estate, which is a stipulation in the marriage contract, takes effect only from the time of the marriage (*Talmidei Rabbeinu Yona*). Yet others explain as follows: The basic idea of a marriage contract applies specifically to a married woman, to prevent the husband from finding it easy to divorce her. Consequently, the marriage contract of a betrothed woman, which lacks this underlying rationale, does not include all the additional stipulations of a marriage contract (Rabbi Crescas Vidal). Some contend that this refers only to a situation where the daughter was born before the marriage, in which case the stipulations of the marriage contract do not apply to her (Ra'avad).

HALAKHA

The daughter of a secondary forbidden relationship, the daughter of a betrothed woman, the daughter of a raped woman – בַּת שְׁנִיָּה, בַּת אֲרוּסָה, בַּת אֲנוּסָה: With regard to the daughter of a woman forbidden to her husband as a secondary forbidden relationship, the daughter of a betrothed woman, and the daughter of a raped woman who married the man who raped her, none of these women are entitled to sustenance after their father's death by virtue of the marriage contract. However, during his lifetime he is obligated to support them, like all other fathers and daughters. The Gemara does not resolve its dilemmas with regard to sustenance after the father's death in these cases, and in uncertain monetary cases the court does not remove money from its owner (Rambam *Sefer Nashim*, *Hilkhot Ishut* 19:14 and *Maggid Mishne* there; *Shulḥan Arukh*, *Even HaEzer* 112:5).

LANGUAGE

My hovel [*bikati*] – בִּיקָתִי: The term *bikta*, which means a very small house, is of unclear origin. The Sages explained that it is a contraction of the two words *bei akta*, meaning a narrow house, or a home so small that one can barely live there.

אָמַר רַב נַחְמָן אָמַר שְׁמוּאֵל: תְּבָעוּהָ לְהִנָּשֵׂא וְנִתְפַּיְּסָה – אֵין לָהּ מְזוֹנוֹת, הָא לֹא נִתְפַּיְּסָה – יֵשׁ לָהּ מְזוֹנוֹת? אָמַר רַב עָנָן: לְדִידִי מְפָרְשָׁא לִי מִינַּיהּ דְּמָר שְׁמוּאֵל: אָמְרָה ״מֵחֲמַת פְּלוֹנִי בַּעְלִי״ – יֵשׁ לָהּ מְזוֹנוֹת: ״מֵחֲמַת בְּנֵי אָדָם שֶׁאֵינָן מְהוּגָנִין לָהּ״ – אֵין לָהּ מְזוֹנוֹת.

§ **Rav Naḥman said** that **Shmuel said:** If a man **proposed to marry** a widow **and she agreed,** even if she has not yet married him, **she no** longer **has** the right to receive **sustenance** from the heirs of her previous husband. The Gemara comments: It may be inferred from here that if she had **not agreed,** even if the man had proposed marriage, **she** still **has** the right to receive **sustenance. Rav Anan said: It was explained to me personally by Mar Shmuel** that the *halakha* varies in different cases. If **she said:** I will not marry you **due to so-and-so, my** deceased **husband,** i.e., she still feels connected to him, **she** still **has** the right to receive **sustenance** from his estate. However, if she refused the offer **because** the men who approached her are **people who are unsuitable for her, she does not have** the right to continue to receive **sustenance,** as she has shown that in principle she is willing to remarry.

אָמַר רַב חִסְדָּא: זִנְּתָה – אֵין לָהּ מְזוֹנוֹת. אָמַר רַב יוֹסֵף: כִּיחֲלָה וּפִירְכְּסָה – אֵין לָהּ מְזוֹנוֹת.

Rav Ḥisda said: If **she engaged in licentious sexual relations she does not have** the right to continue receiving **sustenance** from his estate, as she is not acting in a manner befitting a widow. **Rav Yosef said:** If **she painted** her eyes **and dyed** her hair she has clearly done so to attract men for the purposes of marriage, and therefore **she does not have** the right to receive **sustenance** from her husband's estate.

מַאן דְּאָמַר זִנְּתָה – כָּל שֶׁכֵּן כִּיחֲלָה וּפִירְכְּסָה. מַאן דְּאָמַר כִּיחֲלָה וּפִירְכְּסָה, אֲבָל זִנְּתָה – אִית לָהּ, מַאי טַעֲמָא – יִצְרָא אֲנָסָהּ.

The Gemara comments: According to **the one who says** that a widow who **engaged in licentious sexual relations** loses her sustenance, **all the more so** if **she painted** her eyes **and dyed** her hair she loses her sustenance, as her intention to marry is evident. However, according to **the one who says** that if a widow **painted** her eyes **and dyed** her hair she forfeits her right to receive sustenance from her husband's estate, this ruling applies only to that particular situation. **However,** if **she engaged in licentious sexual relations she** still **has** the right to receive sustenance from his estate. **What is the reason?** Her evil **inclination forced her,** i.e., she did not make a decision to remarry but merely succumbed to temptation.

וְלֵית הִלְכְתָא כְּכָל הָנֵי שְׁמַעְתָּתָא, אֶלָּא כִּי הָא דְּאָמַר רַב יְהוּדָה אָמַר שְׁמוּאֵל: הַתּוֹבַעַת כְּתוּבָּתָהּ בְּבֵית דִּין – אֵין לָהּ מְזוֹנוֹת.

The Gemara concludes: **And the *halakha* is not in accordance with all of these statements.**[N] **Rather,** the *halakha* **is, in accordance with that which Rav Yehuda said** that **Shmuel said: One who claims** the payment specified in **her marriage contract in court**[H] **does not have** the right to continue receiving **sustenance,** as she has thereby demonstrated her desire to sever her ties with her late husband.

וְלָא? וְהָתַנְיָא: מָכְרָה כְּתוּבָּתָהּ, וּמְשָׁכְנָה כְּתוּבָּתָהּ, עָשְׂתָה כְּתוּבָּתָהּ אַפּוֹתֵּיקִי לְאַחֵר – אֵין לָהּ מְזוֹנוֹת. הָנֵי – אִין, אֲבָל תּוֹבַעַת – לָא!

The Gemara asks: **And** does she **not** receive sustenance? **But isn't it taught** in a *baraita*: With regard to **one who sold her marriage contract,**[H] **or used her marriage contract as collateral, or established her marriage contract as designated repayment** [***apoteiki***][L] **for** a debt owed to **another** individual, **she does not have** the right to receive **sustenance** from her husband's estate? The Gemara infers from this *baraita*: In **these** cases, **yes,** she forfeits her right to continue to receive sustenance. **However,** in the case of a widow who **claims** her marriage contract, **no,** she does not lose the right to continue to receive sustenance.

הָנֵי – בֵּין בְּבֵית דִּין, בֵּין שֶׁלֹּא בְּבֵית דִּין. תּוֹבַעַת, בְּבֵית דִּין – אִין, שֶׁלֹּא בְּבֵית דִּין – לָא.

The Gemara answers that this argument is incorrect, and one should make the following inference instead: In **these** cases listed in the *baraita,* she forfeits her marriage contract **whether** she took the action **in court** or **whether** she did **not** do so **in court.** However, with regard to **one who claims** her marriage contract, if she issues this claim **in court, yes,** she loses the right to continue to receive her sustenance, but if her claim was **not** issued **in court, no,** she has not forfeited this right.

NOTES

The *halakha* is not in accordance with all of these statements – לֵית הִלְכְתָא כְּכָל הָנֵי שְׁמַעְתָּתָא: According to *Tosafot*, this should not be read literally; in the case of a woman who agreed to remarry, the *halakha* is that she no longer has the right to receive her sustenance from the estate of her first husband. However, the Rif disagrees and holds that even if the woman agrees to remarry, she maintains the right to receive her sustenance from her first husband's estate until she actually remarries. The Ritva argues that the Gemara would not have used the word all if, as explained by *Tosafot*, it was referring to only two cases.

HALAKHA

One who claims her marriage contract in court – הַתּוֹבַעַת כְּתוּבָּתָהּ בְּבֵית דִּין: A widow who demands payment of her marriage contract in court is no longer entitled to sustenance from her deceased husband's estate. She forfeits her sustenance from the moment she submits this claim, even before she is paid. However, if she demands payment of her marriage contract outside the court, she does not lose her right to sustenance. This follows the Rif's explanation that the Gemara is in accordance with the opinion of Shmuel. Others contend that even when she submits this claim in court, if she was compelled to do so because her husband's heirs were not providing her with proper sustenance, or if they deceived her into issuing this demand, she does not forfeit her sustenance (Rosh, based on the Jerusalem Talmud; Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:1; *Shulḥan Arukh*, *Even HaEzer* 93:5).

One who sold her marriage contract, etc. – מָכְרָה כְּתוּבָּתָהּ וכו׳: If, in the presence of three trustworthy men, a woman sold her marriage contract, used it as collateral, or established it as a designated repayment for a debt, whether she did so during her husband's lifetime or after his death, she loses her right to sustenance from her husband's estate, in accordance with the ruling of the *baraita*. Some maintain that she does not lose this right if she performs these transactions when she is not in the presence of at least three trustworthy men. However, the authors of *Beit Shmuel* and *Ḥelkat Meḥokek* hold that she loses her right to sustenance regardless of who was present at the time of the transaction (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:1; *Shulḥan Arukh*, *Even HaEzer* 93:8).

LANGUAGE

Designated repayment [*apoteiki*] – אַפּוֹתֵּיקִי: From the Greek ὑποθήκη, *hypothēkē*, meaning mortgage, or a property with a lien. The Sages creatively read it as: *Apo tehei kai*, meaning on this it will stand, i.e., the property is under a mortgage agreement. This was typically a precisely defined property used as a guarantee for the obligation of a certain payment. When a property became an *apoteiki*, the one to whom the money was owed had the right to collect payment from this property before other creditors did so. The property under *apoteiki* was the only guarantee for the payment of this debt, which could not be collected from other properties.

"וְכָךְ הָיוּ אַנְשֵׁי יְרוּשָׁלַיִם" וכו'. אִיתְּמַר, רַב אָמַר: הֲלָכָה כְּאַנְשֵׁי יְהוּדָה, וּשְׁמוּאֵל אָמַר הֲלָכָה כְּאַנְשֵׁי גָּלִיל.

§ The mishna taught: **And the residents of Jerusalem** and of the Galilee **would** write the marriage contract **in this manner,** i.e., that if the woman is widowed, she may remain in her husband's house and receive her sustenance from his property throughout her widowhood. Conversely, the residents of Judea would write that she may live in his house and be sustained from his estate until the heirs decide to give her the marriage contract. **It was stated** that the *amora'im* argued over this issue. **Rav said** that **the *halakha* is in accordance with** the custom of **the residents of Judea, and Shmuel said** that **the *halakha* is in accordance with** the custom of **the residents of the Galilee**[H] and Jerusalem.

בָּבֶל וְכָל פַּרְוָודָהָא נְהוּג כְּרַב, נְהַרְדְּעָא וְכָל פַּרְוָודָהָא נְהוּג כְּשְׁמוּאֵל. הַהִיא בַּת מְחוֹזָא דַּהֲוַת נְסִיבָא לִנְהַרְדְּעָא, אָתוּ לְקַמֵּיהּ דְּרַב נַחְמָן, שְׁמָעָהּ לָקְלָהּ דְּבַת מְחוֹזָא הִיא.

The Gemara comments: **Babylonia and all** of its surrounding **towns** [*parvadaha*][L] **act in accordance with** the opinion of **Rav; Neharde'a and all** of its **towns act in accordance with** the opinion of **Shmuel.** The Gemara relates: There was **a certain woman of Meḥoza who was married to** a man from **Neharde'a. They came before Rav Naḥman** to discuss her marriage contract. **He heard from her voice that she was from Meḥoza,** whose residents had a distinctive accent.

אֲמַר לְהוּ: בָּבֶל וְכָל פַּרְוָודָהָא נְהוּג כְּרַב. אָמְרוּ לֵיהּ: וְהָא לְנַהַרְדְּעָא נְסִיבָא! אֲמַר לְהוּ: אִי הָכִי – נַהַרְדְּעָא וְכָל פַּרְוָודָהָא נְהוּג כְּשְׁמוּאֵל. וְעַד הֵיכָא נַהַרְדְּעָא – עַד הֵיכָא דְּסָגֵי קַבָּא דְּנַהַרְדְּעָא.

Rav Naḥman **said to them: Babylonia and all** of its **towns act in accordance with** the opinion of **Rav. They said to him: But she is marrying** a resident of **Neharde'a. He said to them: If so, Neharde'a and all** of its **towns act in accordance with** the opinion of **Shmuel.** The Gemara asks: **And until where** is the boundary of **Neharde'a? Up to** any place **where the *kav*** measurement **of Neharde'a**[B] **is used.** The entire area that utilizes the system of Neharde'a measurements is considered part of its surroundings for the purposes of this *halakha*.

אִיתְּמַר: אַלְמָנָה, רַב אָמַר: שָׁמִין מַה שֶּׁעָלֶיהָ, וּשְׁמוּאֵל אָמַר: אֵין שָׁמִין מַה שֶּׁעָלֶיהָ. אָמַר רַב חִיָּיא בַּר אָבִין: וְחִילּוּפָּהּ בְּלָקִיט.

§ **It was stated** that the *amora'im* also argued about the *halakha* of **a widow. Rav said:** When she receives the payment of her marriage contract, the court **appraises** the clothes **that are upon her**[H] and deducts their value from the payment she receives. **And Shmuel said** that the court **does not appraise** the clothes **that are upon her. Rav Ḥiyya bar Avin said: And the reverse** is the case **with regard to a hired worker.** With regard to a hired laborer who lived with his employer and the latter bought clothes for him, Rav and Shmuel disagreed as to whether these garments are appraised and their value deducted from the worker's salary when he leaves his employer's service. However, in this case Rav claims that his clothes are not appraised, whereas Shmuel maintains that they are appraised.

HALAKHA

The *halakha* is in accordance with the residents of the Galilee – הֲלָכָה כְּאַנְשֵׁי גָּלִיל: A widow is entitled to sustenance from the orphans' property throughout her widowhood, even if this stipulation was omitted from her marriage contract. The heirs cannot pay the one hundred or two hundred dinars specified in her marriage contract and stop providing her with sustenance against her will, before she demands payment of this sum, unless a condition to this effect was explicitly included in the document itself or this was the local custom. Some state that a court can institute this practice as the custom in their area of jurisdiction if they so choose (*Beit Yosef*, based on Rivash). Most early authorities rule in accordance with the custom of the inhabitants of Jerusalem and the Galilee, as the *halakha* is in accordance with the opinion of Shmuel when he disputes Rav in cases involving monetary law (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:1; *Shulḥan Arukh*, *Even HaEzer* 93:3).

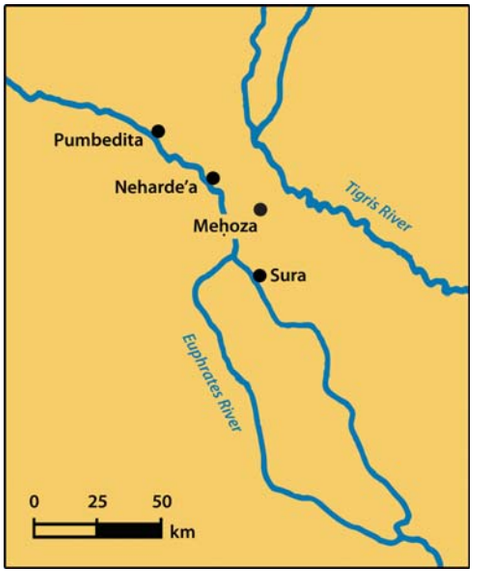
The court appraises the clothes that are upon her – שָׁמִין מַה שֶּׁעָלֶיהָ: If a widow comes to collect payment of her marriage contract, the court evaluates all the clothes she received from her husband, both weekday and Shabbat outfits, and subtracts their value from the sum of the marriage contract. Some add that the same applies to a woman who underwent *ḥalitza* (*Beit Yosef*, citing Rivash). The *halakha* is in accordance with the opinion of Rav, as ruled by Rav Naḥman (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:4; *Shulḥan Arukh*, *Even HaEzer* 99:1).

LANGUAGE

Towns [*parvadaha*] – פַּרְוָודָהָא: An alternative reading of this term, *parvaraha*, is provided by the *Arukh*. The phonetically similar word *parvar* appears in the Mishna (*Ḥalla* 4:11) and is Persian in origin, from parwār, suburbs.

BACKGROUND

The *kav* measurement of Neharde'a – קַבָּא דִּנְהַרְדְּעָא: In the past each country had several local measurements that were used only in that particular area. This is still true in certain places nowadays. These local measurements generally existed for volume and weight. Sometimes even two adjacent towns used different measurements. These measurements were perhaps the lingering remnant of an independent authority that once ruled the city or province. Even the Jewish communities of Babylonia were divided into different provinces; in the period of the *ge'onim* the Jewish areas of settlement were even defined by law. Each province had separate customs and accepted the authority of a certain Sage to decide matters of *halakha*. Occasionally they spoke in slightly different dialects and used certain colloquialisms unique to their area. In the case mentioned in the Gemara, Rav Naḥman was able to detect the woman's place of origin from her accent. Ultimately, Rav Naḥman followed the local custom of Neharde'a in his judgment.



Major cities with large Jewish populations in Babylonia during the time of the Talmud

רַב כָּהֲנָא מַתְנֵי: וְכֵן בְּלָקִיט, וּמַנַּח בָּהּ סִימָנָא: ״יַתְמָא וְאַרְמַלְתָּא שַׁלַּח וּפוֹק״.

Conversely, **Rav Kahana** would **teach: And likewise with regard to a hired worker,** their respective opinions are the same in this case as well. Rav rules that one appraises the garments, while Shmuel claims that one does not. **And he would apply a mnemonic** device for Rav's opinion: **An orphan and a widow, disrobe and remove** them. In other words, Rav maintains that both a widow and a hired worker, dubbed an orphan due to his typical poverty, should disrobe, as it were, when the court evaluates the payment to which they are entitled.

אֲמַר רַב נַחְמָן: אַף עַל גַּב דְּתָנַן בְּמַתְנִיתִין כְּוָותֵיהּ דִּשְׁמוּאֵל – הִלְכָתָא כְּוָותֵיהּ דְּרַב. דְּתָנַן: אֶחָד הַמַּקְדִּישׁ נְכָסָיו, וְאֶחָד הַמַּעֲרִיךְ אֶת עַצְמוֹ – אֵין לוֹ לֹא בִּכְסוּת אִשְׁתּוֹ, וְלֹא בִּכְסוּת בָּנָיו, וְלֹא בְּצֶבַע שֶׁצָּבַע לִשְׁמָן, וְלֹא בְּסַנְדָּלִים חֲדָשִׁים שֶׁלָּקַח לִשְׁמָן.

Rav Naḥman said: Even though we learned in a mishna in accordance with the opinion of **Shmuel, the *halakha* is in accordance with** the opinion of **Rav. As we learned** in a mishna (*Arakhin* 24a): With regard to **both one who consecrates his property and one who valuates himself** by donating his fixed value to the Temple, the Temple treasurer has the right to take **neither his wife's clothing,**[H] **nor his children's clothing, nor** new **dyed** clothing **that he dyed** specially **for them,** even if they have yet to wear them, **nor new sandals that he bought for them.** This mishna is apparently in accordance with the opinion of Shmuel that a woman's garments are not considered her husband's property.

אֲמַר לֵיהּ רָבָא לְרַב נַחְמָן: וְכִי מֵאַחַר דְּתָנַן מַתְנִיתִין כְּוָותֵיהּ דִּשְׁמוּאֵל, אַמַּאי הִלְכָתָא כְּוָותֵיהּ דְּרַב? אֲמַר לֵיהּ: לְכְאוֹרָה כִּשְׁמוּאֵל רְהִיטָא, כִּי מְעַיֵּינַת בָּהּ – הִלְכָתָא כְּוָותֵיהּ דְּרַב.

Rava said to Rav Naḥman: Once we have learned a mishna in accordance with the opinion of **Shmuel, why is the *halakha* in accordance with** the opinion of **Rav? He said to him: It would seem** [***likhora***][L] that this mishna agrees **with** the opinion of **Shmuel** when it is **skimmed through** and read superficially. However, **when you examine it** you will see that **the *halakha* is** in fact **in accordance with** the opinion of **Rav.**

מַאי טַעֲמָא? כִּי אַקְנֵי לָהּ – אַדַּעְתָּא לְמֵיקַם קַמֵּיהּ, אַדַּעְתָּא לְמִשְׁקַל וּלְמֵיפַק – לָא אַקְנֵי לָהּ.

What is the reason for this? **When he bought her** these clothes he did so **with the intention that she should stand before him** and wear them when she is with him. **He did not buy** them for **her with the intention that she should take** them **and leave** him. The reason for the mishna's ruling is in fact that the husband acquires the clothes on behalf of his wife, but this applies only if she is living with him. Consequently, if she is living with him, the treasurer has no right to them. However, if she leaves him, she has no right to them, in accordance with the opinion of Rav.

כַּלְתָּא דְּבֵי בַּר אֶלְיָשִׁיב הֲוָה קָא תָּבְעָה כְּתוּבָּתָהּ מִיָּתְמֵי. הֲוָה קָא מַמְטֵי לְהוּ לְבֵי דִּינָא, אָמְרִי: וַילָּא לָן מִילְתָא דְּתֵיזְלִי הָכִי. אֲזָלָא לְבִישְׁתִּינְהוּ וְאִיכַּסְּתִינְהוּ לְכוּלֵּיהּ מָנָא. אָתוּ לְקַמֵּיהּ דְּרָבִינָא, אֲמַר לְהוּ: הִלְכְתָא כְּוָותֵיהּ דְּרַב, דְּאָמַר: אַלְמָנָה שָׁמִין מַה שֶּׁעָלֶיהָ.

§ The Gemara relates: The **daughter-in-law of the house of the son of Elyashiv was claiming** payment of **her marriage contract from the orphans,** and **she was** in the process of **bringing them to the court.** The orphans **said** to her: It is **demeaning for us**[N] **that you should go** dressed **in this manner,** in house clothes. We would rather you come in more suitable attire. **She went** and **dressed and covered herself with all of her clothes. They came before Ravina, who said to them: The *halakha* is in accordance with** the opinion of **Rav,** who **said** that with regard to **a widow,** the court **appraises** the clothes **that are upon her.** Therefore, the court takes everything she is wearing into account in the calculation of her marriage contract payment.

הַהוּא דַּאֲמַר לְהוּ: נְדוּנְיָא לִבְרָת. זַל נְדוּנְיָא. אָמַר רַב אִידִי בַּר אָבִין: פּוּרְנָא לְיָתְמֵי.

The Gemara relates another incident: **A certain** person **said to** his heirs, in his will: Give **a dowry to** my **daughter.**[H] There was an established custom for the amount of money spent on a dowry, including clothing and jewelry. In the meantime, the cost of **a dowry depreciated,** i.e., all these items could be acquired with less money. The question arose concerning the difference between the amount the father wished to give her when he wrote the will and the sum they paid in practice. **Rav Idi bar Avin said:** The **profit** [***purna***],[L] i.e., this difference in price, goes **to the** male **orphans,** not to the daughter.

הַהוּא דַּאֲמַר לְהוּ:

The Gemara cites a related incident: **A certain** person **said to** his heirs, in his will:

HALAKHA

The Temple treasurer has the right to take neither his wife's clothing, etc. – אֵין לוֹ לֹא בִּכְסוּת אִשְׁתּוֹ וכו׳: If a man takes a vow or issues a valuation for which he owes money to the Temple Sanctuary, the court takes collateral and claims the debt from his property. However, the court does not take the clothing of his wife or children, nor any new garments that the man dyed for them, nor shoes acquired on their behalf. Similarly, one who states simply that he is consecrating all his possessions has not thereby consecrated his wife's clothing or any of the above items (Rambam *Sefer Hafla'a*, *Hilkhot Arakhin* 3:14).

A dowry to my daughter, etc. – נְדוּנְיָא לִבְרָת וכו׳: If a man instructed in his will that his daughter receive a dowry consisting of a certain amount of clothing and other items, and their cost subsequently decreases, she receives these articles in accordance with the cheaper price, with the difference going to her brothers, who are her father's legal heirs, as stated by Rav Idi bar Avin (Rambam *Sefer Kinyan*, *Hilkhot Zekhiya UMattana* 11:22; *Shulḥan Arukh*, *Ḥoshen Mishpat* 253:16).

LANGUAGE

It would seem [*likhora*] – לְכְאוֹרָה: The precise source of this common word is unclear. Some claim that it is similar in meaning to *likhura*, i.e., to one who is ugly, where the letter *ayin* replaces the *alef* (Rivan; Rid). If so, it would mean that an ugly man, i.e., one who is not precise in matters, would understand the issue as follows. Others claim that it is an Aramaic term (*ge'onim*). Yet others associate it with *ora*, its light, meaning in the first light, or at first glance.

Profit [*purna*] – פּוּרְנָא: From the Greek φερνή, *fernē*, meaning dowry, the money a bride brings to her husband's house upon marriage.

NOTES

It is demeaning for us – זַילָּא לָן מִילְתָא: Some explain that the orphans said this because they wanted the court to see how many items of clothing she had (Rivan). The Meiri notes that if the clothes the woman is wearing are considered part of the payment of her marriage contract, certainly the clothes and jewelry she has at home are considered part of the payment. Nevertheless, in this case her husband's heirs were concerned that she would deny having any other clothing or jewelry at home, so they requested that she wear to court whatever she had.

אַרְבַּע מֵאָה זוּזֵי מִן חַמְרָא לְבָרַת. אַייְקַר חַמְרָא. אֲמַר רַב יוֹסֵף: רָווֹחָא לְיָתְמֵי.

Four hundred dinars of this **wine** you should give **to** my **daughter,** and **the wine** subsequently **appreciated** in value, so that some money remained. **Rav Yosef said:** The **gain** goes **to the** male **orphans,** i.e., they are entitled to the leftover sum.

קְרִיבֵיהּ דְּרַבִּי יוֹחָנָן הֲוָה לְהוּ אִיתַּת אַבָּא דַּהֲוָה קָמַפְסְדָה מְזוֹנֵי. אֲתוּ לְקַמֵּיהּ דְּרַבִּי יוֹחָנָן. אֲמַר לְהוּ: אֵיזִילוּ וְאִמְרוּ לֵיהּ לַאֲבוּכוֹן דְּנַיַּיחֵד לָהּ אַרְעָא לְמְזוֹנָהּ.

The Gemara relates: **The relatives of Rabbi Yoḥanan had a wife of** their **father who would diminish** his resources by spending wastefully on her **sustenance. They came before Rabbi Yoḥanan** to ask his advice. **He said to them: Go and say to your father that he should set aside** a certain portion of **land for her sustenance.** If she agrees to accept this land for her sustenance she has thereby relinquished her claim to the rest of the estate.

אָתוּ לְקַמֵּיהּ דְּרֵישׁ לָקִישׁ, אֲמַר לְהוּ: כָּל שֶׁכֵּן שֶׁרִיבָּה לָהּ מְזוֹנוֹת! אָמְרוּ לֵיהּ: וְהָא רַבִּי יוֹחָנָן לָא אֲמַר הָכִי! אֲמַר לְהוּ: זִילוּ הֲבוּ לָהּ, וְאִי לָא – מַפֵּיקְנָא לְכוּ רַבִּי יוֹחָנָן מֵאוּנֵיכוּ. אֲתוּ לְקַמֵּיהּ דְּרַבִּי יוֹחָנָן. אֲמַר לְהוּ: מָה אֶעֱשֶׂה? שֶׁכְּנֶגְדִּי חָלוֹק עָלַי.

After their father died, **they came before Reish Lakish**[N] for his ruling, and he **said to them: All the more so, he has increased** the sources of **sustenance** available **to her.** In other words, they are still obligated to support her from their father's estate according to the lifestyle she is accustomed to living, and if they do not, she may use the field to supplement what they give her. **They said to him: But Rabbi Yoḥanan did not say so. He said to them: Go** and **give her** all she requires, **and if not, I will remove for you Rabbi Yoḥanan from your ears,**[N] i.e., I will treat you so harshly that you will forget Rabbi Yoḥanan's ruling. **They approached Rabbi Yoḥanan** to complain, but **he said to them: What can I do?** I cannot impose my opinion, **as** a man **equal to me disagrees with me.**

אֲמַר רַבִּי אַבָּהוּ, לְדִידִי מְפָרְשָׁא לִי מִינֵּיהּ דְּרַבִּי יוֹחָנָן: אֲמַר "לְמְזוֹנוֹת" – רִיבָּה לָהּ מְזוֹנוֹת, אֲמַר "בְּמְזוֹנוֹת" – קָצַץ לָהּ מְזוֹנוֹת.

Rabbi Abbahu said: This matter **was explained to me personally by Rabbi Yoḥanan.** All depends on the husband's description of the land. If **he said** that he is giving her land **for** her **sustenance, he has** thereby **increased** the sources of **sustenance** available **to her.** He will continue to provide her sustenance, but if that amount is insufficient he has also set aside an area of land specifically for that purpose. However, if **he said** to her that he is designating the land **as** her **sustenance, he has** thereby **fixed** this plot of land as the only source of **sustenance** available **to her,** and she can take no more.[H]

הדרן עלך נערה

NOTES

They came before Reish Lakish – אָתוּ לְקַמֵּיהּ דְּרֵישׁ לָקִישׁ: Some explain simply that Rabbi Yoḥanan could not adjudicate their case because he was related to them. Consequently, they had to come before a different judge, whose ruling could not be challenged by Rabbi Yoḥanan (*ge'onim*).

I will remove for you…from your ears [*unaikhu*] – מַפֵּיקְנָא לְכוּ…מֵאוּנֵיכוּ: In several places Rashi and *Tosafot* explain this expression as a threat of ostracism. Alternatively, the word *unaikhu* is related to *on*, meaning power. In other words, I will make sure this Sage will not give you the power to appeal my ruling.

HALAKHA

For sustenance, as sustenance – לְמְזוֹנוֹת, בְּמְזוֹנוֹת: If a man who set aside a portion of land from which his wife can receive her sustenance after his death said: This plot of land shall be for your sustenance, he has increased her sustenance. Therefore, if the produce of the land is insufficient for her needs, she receives the remainder from the rest of his property, whereas if the produce is worth more she takes all the fruit. However, if he said: This plot of land shall be as your sustenance, and she remained silent and did not object, she is entitled to only the produce of that plot of land, in accordance with the opinion of Rabbi Yoḥanan (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:18; *Shulḥan Arukh*, *Even HaEzer* 93:16).

מתני׳ אַף עַל פִּי שֶׁאָמְרוּ בְּתוּלָה גּוֹבָה מָאתַיִם וְאַלְמָנָה מָנֶה, אִם רָצָה לְהוֹסִיף, אֲפִילּוּ מֵאָה מָנֶה – יוֹסִיף. נִתְאַרְמְלָה אוֹ נִתְגָּרְשָׁה, בֵּין מִן הָאֵרוּסִין בֵּין מִן הַנִּשּׂוּאִין – גּוֹבָה אֶת הַכֹּל. רַבִּי אֶלְעָזָר בֶּן עֲזַרְיָה אוֹמֵר: מִן הַנִּשּׂוּאִין – גּוֹבָה אֶת הַכֹּל, מִן הָאֵירוּסִין, בְּתוּלָה – גּוֹבָה מָאתַיִם וְאַלְמָנָה מָנֶה, שֶׁלֹּא כָּתַב לָהּ אֶלָּא עַל מְנָת לְכוֹנְסָהּ.

MISHNA

Although they said as a principle that **a virgin collects two hundred** dinars as payment for her marriage contract **and** that **a widow** collects **one hundred dinars, if** the husband **wishes to add**[H] **even** an additional **ten thousand** dinars, **he may add** it. If **she is** then **widowed or divorced, whether from betrothal** or **whether from marriage,**[B] **she collects the entire** amount, including the additional sum. **Rabbi Elazar ben Azarya says:** If she is widowed or divorced **from marriage, she collects the total** amount,[H] but if she is widowed or divorced **from betrothal, a virgin collects two hundred** dinars **and a widow one hundred** dinars. This is **because he wrote** the additional amount **for her** in the marriage contract **only in order to marry her.**

רַבִּי יְהוּדָה אוֹמֵר: אִם רָצָה – כּוֹתֵב לִבְתוּלָה שְׁטָר שֶׁל מָאתַיִם, וְהִיא כּוֹתֶבֶת "הִתְקַבַּלְתִּי מִמְּךָ מָנֶה", וּלְאַלְמָנָה מָנֶה, וְהִיא כּוֹתֶבֶת "הִתְקַבַּלְתִּי מִמְּךָ חֲמִשִּׁים זוּז". רַבִּי מֵאִיר אוֹמֵר: כָּל הַפּוֹחֵת לִבְתוּלָה מִמָּאתַיִם וּלְאַלְמָנָה מִמָּנֶה – הֲרֵי זוֹ בְּעִילַת זְנוּת.

Rabbi Yehuda says a related *halakha* with regard to the marriage contract: **If he wishes, he may write for a virgin a document for two hundred** dinars as is fitting for her, **and she may** then **write** a receipt stating: **I received one hundred dinars from you.** Even though she has not actually received the money, the receipt serves as a means for her to waive half of the amount due to her for her marriage contract. According to Rabbi Yehuda, the financial commitment in the marriage contract is a right due to the wife, which she may waive if she chooses to do so. **And** similarly, **for a widow** he may write **one hundred dinars** in the contract **and she may write** a receipt stating: **I received from you fifty dinars.** However, **Rabbi Meir says:** It is prohibited to do this, as **anyone who reduces**[N] the amount of the marriage contract to less than **than two hundred** dinars **for a virgin or one hundred dinars for a widow,**[H] **this** marital relationship amounts to **licentious sexual relations** because it is as if he did not write any marriage contract at all.

BACKGROUND

Betrothal and marriage – אֵירוּסִין וְנִישּׂוּאִין: A Jewish wedding is divided into two distinct parts. Betrothal is the first stage of the marriage process. The bond created by betrothal requires that a woman be divorced before she may remarry another man. Starting when a woman is betrothed, sexual relations with another man are considered adulterous and are punishable by death. However, a betrothed couple may not yet live together as husband and wife, and most of the couple's mutual obligations do not yet apply.

Marriage takes effect by means of the wedding ceremony, when the bride and groom come together under the bridal canopy, symbolizing their union. This immediately confers the privileges and the responsibilities associated with marriage upon the newlywed couple. If one spouse dies after marriage, all the *halakhot* of mourning that apply for a close blood relative must also be observed by the surviving spouse. If the wife of a priest dies, he is obligated to make himself ritually impure to bury her. In addition, all the monetary rights and obligations applying to married couples take effect. Nowadays, betrothal and marriage are both performed in a single ceremony, but in talmudic times there was usually a yearlong gap between the two.

HALAKHA

If he wishes to add – אִם רָצָה לְהוֹסִיף: If the husband wishes to add to his wife's marriage contract beyond the set amount specified by the Sages, he may add as much as he wants. The Rema writes that one can derive from the language of the Gemara that there is no need to write the main sum of the marriage contract separately from the additional sum; they may be written as a single sum (Ran, based on Ramban; Rashba). However, some say that the main sum must be written according to the local custom, and consequently the additional sum should be written separately. This is the practice nowadays (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:7; *Shulḥan Arukh*, *Even HaEzer* 66:7).

From marriage, she collects the total amount – מִן הַנִּשּׂוּאִין גּוֹבָה אֶת הַכֹּל: In the case of one who betroths a woman and writes her a marriage contract, if he dies or divorces her, she receives the main sum of the marriage contract from property that is not liened to anyone else, but she does not receive the additional sum. This ruling is in accordance with the opinion of Rabbi Elazar ben Azarya and the conclusion of the Gemara; see 56a (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:11; *Shulḥan Arukh*, *Even HaEzer* 55:6).

Anyone who reduces the amount of his marriage contract to lower than two hundred dinars for a virgin or one hundred dinars for a widow – כָּל הַפּוֹחֵת לִבְתוּלָה מִמָּאתַיִם וּלְאַלְמָנָה מִמָּנֶה: If someone writes less than the minimum amount set by the Sages in his marriage contract, the sexual relations he has with his wife are considered licentious. This applies whether he wrote a marriage contract with the proper amount and then she wrote a receipt stating that she received part of it although she did not, or whether at the time of the betrothal he included a clause that she would receive less than the required main sum, although this clause is void and she receives the complete amount. This ruling follows the opinion of Rabbi Meir (Rambam *Sefer Nashim*, *Hilkhot Ishut* 12:8; *Shulḥan Arukh*, *Even HaEzer* 66:9).

NOTES

Anyone who reduces – כָּל הַפּוֹחֵת: Rabbi Meir holds that if the husband wrote a marriage contract for less than the minimum amount, this stipulation is entirely void and he is obligated to pay her the full amount, as if he had said nothing. However, the specific formulation of Rabbi Meir's statement emphasizes that despite this fact, intercourse between the couple after the stipulation has been made is tantamount to licentious sexual relations. This is because the woman does not rely on the fact that the stipulation is invalid, but actually believes that the value of her marriage contract is less than the required amount. Consequently, the husband must write her a new marriage contract before they can resume marital relations (Meiri).

גמ׳ פְּשִׁיטָא! מַהוּ דְּתֵימָא: קִיצּוּתָא עָבְדוּ רַבָּנַן, שְׁלֹא לְבַיֵּישׁ אֶת מִי שֶׁאֵין לוֹ – קָא מַשְׁמַע לָן.

GEMARA The mishna states that if he wishes to add to the obligation in the marriage contract, he may do so. The Gemara asks: **Isn't it obvious** that if he wishes to add he may do so? The Gemara explains: **Lest you say** that **the Sages instituted a fixed** ceiling on the amount one may designate in the marriage contract, in order **not to embarrass one who does not have** sufficient funds, the mishna therefore **teaches us** that the Sages were not specific about this. If he wishes to add to the amount, he may do so.

״אִם רָצָה לְהוֹסִיף״ כו׳. ״רָצָה לִכְתּוֹב לָהּ״ – לָא קָתָנֵי, אֶלָּא ״רָצָה לְהוֹסִיף״. מְסַיַּיע לֵיהּ לְרַבִּי אַיְבוּ אָמַר רַבִּי יַנַּאי. דְּאָמַר רַבִּי אַיְבוּ אָמַר רַבִּי יַנַּאי: תְּנַאי כְּתוּבָּה כִּכְתוּבָּה דָּמֵי.

§ The mishna states that **if he wishes to add** even ten thousand dinars to the marriage contract, he may do so. The Gemara comments: **It does not teach: He wishes to write for her, rather: He wishes to add.** This language indicates that the additional sum he wrote is added to the marriage contract itself, as opposed to being an independent obligation. **This supports** the opinion of **Rabbi Aivu,** who said what **Rabbi Yannai said, as Rabbi Aivu said** that **Rabbi Yannai said: The stipulation in the marriage contract** as well as additional amounts he chooses to add to the contract **are comparable to the marriage contract** itself.[H]

נָפְקָא מִינָּה לְמוֹכֶרֶת, וּלְמוֹחֶלֶת, לְמוֹרֶדֶת,

This principle produces **a practical difference** with regard to many issues. It is relevant **to one who sells** her marriage contract, indicating that such a sale includes the additional sum of the marriage contract; **and to one who waives**[H] her marriage contract to her husband or his heirs, teaching that the additional sum is included in this relinquishing of rights to payment of the contract; and **to a rebellious** woman,[H] from whom the court deducts a specific amount from her marriage contract each week until there is nothing left. These deductions come from the additional sum as well.

וּלְפוֹגֶמֶת, לְתוֹבַעַת, וּלְעוֹבֶרֶת עַל דָּת,

And this principle also results in a practical difference **to one who vitiates**[H] her marriage contract, as one who states that she received part of the payment for her marriage contract does not receive the remainder without taking an oath, and the additional sum is included in this *halakha*; **to one who demands**[H] payment for her marriage contract, as the Sages ruled that from the time she begins to demand the payment she waives her right to further sustenance, and this applies with regard to one who demands the additional sum as well; **and to one who violates the precepts**[H] of *halakha* or of Jewish custom, who may be divorced without receiving payment for her marriage contract, including the additional sum.

HALAKHA

The stipulation in the marriage contract as well as additional amounts are comparable to the marriage contract itself – תְּנַאי כְּתוּבָּה כִּכְתוּבָּה דָּמֵי: In most aspects, the main and additional sums of the marriage contract follow the same principles. However, there is a distinction between the two with regard to some details (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:7, 18:28; *Shulḥan Arukh*, *Even HaEzer* 66:7).

One who sells and one who waives – מוֹכֶרֶת וּמוֹחֶלֶת: One who sells or relinquishes her marriage contract without any specifications also sells or relinquishes the additional sum (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:28; *Shulḥan Arukh*, *Even HaEzer* 93:10).

A rebellious woman – מוֹרֶדֶת: The rebellious woman who loses her marriage contract loses both the main and additional sums (Rambam *Sefer Nashim*, *Hilkhot Ishut* 14:8–9; *Shulḥan Arukh*, *Even HaEzer* 77:2).

One who vitiates – פּוֹגֶמֶת: A woman who states that she received a portion of the payment for her marriage contract must take an oath in order to receive the remainder, whether her admission was in regard to the main or additional sums (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:14; *Shulḥan Arukh*, *Even HaEzer* 96:7).

One who demands – תּוֹבַעַת: A widow who demands payment for her marriage contract in court without specifying which sum she wants loses her right to sustenance. *Tosafot* conclude that if she demands only the main sum or only the additional sum of the marriage contract, and all the more so if she demands only the dowry, she does not lose her right to sustenance (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:1; *Shulḥan Arukh*, *Even HaEzer* 93:11–12).

One who violates the precepts – עוֹבֶרֶת עַל דָּת: One who violates the precepts of *halakha* or Jewish custom does not receive the main or the additional sums of her marriage contract (Rambam *Sefer Nashim*, *Hilkhot Ishut* 24:16; *Shulḥan Arukh*, *Even HaEzer* 115:5).