

PERSONALITIES

Rami bar Hama – רַמִּי בַר חָמָא: Rami, an abbreviation of Rav Ami, bar Hama was a prominent fourth-generation Babylonian *amora*. Even in his youth, he was considered the outstanding disciple of Rav H̄isda and eventually married the latter's daughter. Rami bar Hama also studied under Rav Nah̄man and Rav Sheshet, and even engaged them in halakhic debate. He was known for his fierce intellect and his masterful memory of the oral tradition. He enjoyed a close relationship with his younger friend and colleague Rava, and after Rami bar Hama's death Rava married his widow, the daughter of Rav H̄isda. The daughter of Rami bar Hama's wife was the mother of the *amora* Ameimar.

Rav Avya – רַב אַוּיָא: A fourth-generation Babylonian *amora*, Rav Avya was a prominent disciple of Rav Huna but he also studied in Eretz Yisrael with Rabbi Ami and Rabbi Yohanan. Rav Huna respected him greatly and valued his comments and questions. He married the sister of Rami bar Hama and some of his children became *amora'im* themselves, the most famous of whom, Rav Aha, son of Rav Avya, is quoted many times in the Talmud as a disciple of Rav Ashi.

הַשְׂתָּא, וּמָה הָתָם דְּדַלְמָא פְּחָתִי – חַיִּישׁ רַבִּי יוֹסֵי, הָכָא דְּרֹדָאֵי קָא פְּחָתָה – לֹא כָּל שְׂבִינָן! הֲכִי הַשְׂתָּא? הָתָם – לֹא יָדְעָה דְּתַחֵיל, הָכָא – יָדְעָה וְקָא מְחַלָּה.

Now that the meaning of the *baraita* has been clarified, the Gemara asks: **Just as there**, in the case of movable property, where **perhaps it will be devalued**, **Rabbi Yosei is concerned** that the wife might not receive the full value of her marriage contract, **here**, where it will **definitely be devalued**, is it **not all the more** so clear that he would be concerned? The Gemara responds: **How can these cases be compared? There, she does not know** if her marriage contract will be devalued, and there is no reason to suppose **that she will waive his obligation to her. But here, she knows and she waived it.**

אֲחֵתֶיהָ דְּרַמִּי בַר חָמָא הָיְתָא נְסִיבָא לְרַב אַוּיָא.

The Gemara relates: **The sister of Rami bar Hama^p was married to Rav Avya.^p**

Perek V
Daf 57 Amud a

אִירְבֵס כְּתוּבָתָהּ. אֲתוּ לְקַמֵּיהּ דְּרַב יוֹסֵף, אָמַר לָהּ: הֲכִי אָמַר רַב יְהוּדָה אָמַר שְׂמוּאֵל: זֶה דְּבַרֵי רַבִּי מֵאִיר.

Her marriage contract was lost, and the woman and her husband came before Rav Yosef to ask what they should do. **He said to them: This is what Rav Yehuda said that Shmuel said: That ruling**, that if someone reduces his wife's marriage contract by even a small amount, their marriage amounts to licentious sexual intercourse, **is the statement of Rabbi Meir.ⁿ** According to that opinion, the husband and wife were forbidden to each other because she was not in possession of a valid marriage contract.

אֲבָל חֲכָמִים אֹמְרִים: מִשְׁהָא אָדָם אֶת אִשְׁתּוֹ שְׂתִים וְשָׁלֹשׁ שָׁנִים בְּלֹא כְּתוּבָה. אָמַר לֵיהּ אַבְיִי: וְהָא אָמַר רַב נַחֲמָן אָמַר שְׂמוּאֵל: הֲלָכָה כְּרַבִּי מֵאִיר בְּגִזְרֹתָיו! אֵי הֲכִי, זֵיל כְּתוּב לָהּ.

But the Rabbis say: Since the woman relies on the fact that she will eventually collect payment for her marriage contract, **a man may maintain his wife for as long as two or three years without a written marriage contract.** There is no urgent need to write a new one, since the husband's obligation remains intact. **Abaye said to him: But didn't Rav Nahman say that Shmuel said that the halakha is in accordance with the opinion of Rabbi Meir with regard to all of his decrees?** Since Rabbi Meir's statement about marriage contracts was a form of decree, the *halakha* should be in accordance with his opinion. Rav Yosef responded: **If so, go and write her^h a new marriage contract.**

NOTES

That ruling is the statement of Rabbi Meir – זו דברי רבי מאיר: The Rivan explains that since Rabbi Meir is of the opinion that if someone reduces the amount of the marriage contract it is as if he engaged in licentious sexual intercourse, he would hold this all the more so with regard to a woman who does not have a marriage contract at all. Rabbi Aharon HaLevi further explains, based on one of Rashi's comments, that when one reduces the amount of the marriage contract, although the stipulation is null and void, Rabbi Meir believes that the woman does not feel

confident that she can collect the full sum in case of divorce. Consequently, from her perspective, all sexual intercourse in this marriage is licentious, as she is lacking the financial commitment from her husband which is inherent in a proper marriage. This is even truer when she is not in possession of a marriage contract at all. Although she is entitled to receive payment even without a written marriage contract because there is a stipulation of the court obligating the husband to pay, she does not feel confident that she can collect the money.

HALAKHA

Go and write her – זיל כתוב לה: If someone wrote a marriage contract for his wife and it was lost or she waived her right to the payment for the marriage contract by writing a receipt stating that he had paid her, he must write her another document for at least the main sum of the marriage contract, as a man is prohibited from living with his wife for even a short time without a marriage contract. This ruling is in accordance with the opinion of Rabbi Meir, as the *halakha* is in accordance with all of his decrees.

The commentaries add that the ruling that the husband's obligation to write a replacement document does not require him to replace the additional sum of the marriage contract refers only to a situation where the wife waived her rights. But if she lost her marriage contract, he must write her a new document equivalent to the first one, including any additional sum (Rambam *Sefer Nashim, Hilkhot Ishut* 10:10; *Shulhan Arukh, Even HaEzer* 66:3, and *Helkat Mehokek* and *Beit Shmuel* there).

When Rav Dimi came – **כִּי אֶתָּא רַב דִּימִי** – Rav Dimi and Ravin were among the Sages who would travel between Eretz Yisrael and Babylonia, primarily to transmit the Torah of Eretz Yisrael to the Torah centers of the Diaspora, although occasionally for business reasons as well. Many questions, particularly those concerning the statements of Sages from Eretz Yisrael, remained unresolved in Babylonia until such travelers arrived and elucidated the *halakha*, the novel expression, or the unique circumstances pertaining to a particular statement that required clarification.

כִּי אֶתָּא רַב דִּימִי אָמַר רַבִּי שְׁמַעוֹן בֶּן פִּזִּי אָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי מִשּׁוּם בַּר קַפְרָא: מַחְלוּקָת בִּתְחִלָּה, אַבְל בְּסוּף – לְדַבְרֵי הַכֹּל אֵינָהּ מוֹחֵלֶת. וְרַבִּי יוֹחָנָן אָמַר: בֵּין בּוֹז וּבֵין בּוֹז מַחְלוּקָת. אָמַר רַבִּי אֲבָהוּ, לְדִידֵי מִפְרָשָׁא לִי מִימֵיהּ דְּרַבִּי יוֹחָנָן: דְּאֵנָּא וְרַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי לֹא פְלִגְיָנָן אַהֲדָדִי.

S The Gemara relates that when Rav Dimi came⁸ from Eretz Yisrael to Babylonia, he said that Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of bar Kappara: This dispute between Rabbi Yehuda and Rabbi Yosei concerning whether one may make a verbal stipulation with a woman to reduce her marriage contract is referring only to the beginning of the process.⁹ But with regard to the end, all agree that she cannot waive her rights¹⁰ by verbal confirmation alone, and she must instead write a receipt. And Rabbi Yoḥanan said: Both in this case and in that case there is a dispute. Rabbi Abbahu said: This was explained to me personally by Rabbi Yoḥanan himself, who said: Rabbi Yehoshua ben Levi and I do not actually disagree with one another. We merely used different language to express the same *halakha*.

מֵאִי בִּתְחִלָּה דְּקָאָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי – תְּחִלַּת חוּפָּה, וּמֵאִי סוּף – סוּף בִּיאָה. וְכִי קָאָמַיְנָא אֵנָּא בֵּין בּוֹז וּבֵין בּוֹז מַחְלוּקָת. תְּחִלַּת חוּפָּה וְסוּף חוּפָּה, דְּהֵיא תְּחִילַת בִּיאָה.

What is the meaning of the term: **To the beginning, which Rabbi Yehoshua ben Levi said?** It is referring to the beginning of the wedding ceremony. **And what is meant by the end?** It is referring to the end of intercourse; Rabbi Yehoshua ben Levi's opinion is that after the marriage has been consummated, Rabbi Yehuda and Rabbi Yosei agree that the wife cannot relinquish her rights verbally. **And when I said that both in this case and in that case there is a dispute,** I was referring to the beginning of the wedding ceremony and the end of the wedding ceremony, which is also the beginning of the time designated for intercourse. Consequently, according to Rav Dimi, Rabbi Yehoshua ben Levi and Rabbi Yoḥanan agree that the dispute between Rabbi Yehuda and Rabbi Yosei applies only until the consummation of the marriage. After that point, all agree that she cannot waive her rights verbally.

כִּי אֶתָּא רַבִּינָן אָמַר רַבִּי שְׁמַעוֹן בֶּן פִּזִּי אָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי מִשּׁוּם בַּר קַפְרָא: מַחְלוּקָת לְבַסּוּף, אַבְל בִּתְחִלָּה – דְּבַרִּי הַכֹּל מוֹחֵלֶת. וְרַבִּי יוֹחָנָן אָמַר: בֵּין בּוֹז וּבֵין בּוֹז מַחְלוּקָת. אָמַר רַבִּי אֲבָהוּ: לְדִידֵי מִפְרָשָׁא לִי מִימֵיהּ דְּרַבִּי יוֹחָנָן: דְּאֵנָּא וְרַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי לֹא פְלִגְיָנָן אַהֲדָדִי, מֵאִי לְבַסּוּף דְּאָמַר רַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי – סוּף חוּפָּה, וּמֵאִי תְּחִלָּה – תְּחִלַּת חוּפָּה. וְכִי קָאָמַיְנָא אֵנָּא בֵּין בּוֹז וּבֵין בּוֹז מַחְלוּקָת – תְּחִלַּת בִּיאָה וְסוּף בִּיאָה.

When Ravin came from Eretz Yisrael, he reported this matter differently than Rav Dimi did: **Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of bar Kappara:** This dispute is referring only to the end of the process, but with regard to the beginning, all agree that she can waive her rights verbally. **And Rabbi Yoḥanan said: Both in this case and in that case there is a dispute.** Rabbi Abbahu said: This was explained to me personally by Rabbi Yoḥanan himself, who said: I and Rabbi Yehoshua ben Levi do not disagree with one another. What is the meaning of: **The end, which Rabbi Yehoshua ben Levi said?** The end of the wedding ceremony. **And what is the meaning of the beginning?** The beginning of the wedding ceremony. **And when I said that both in this case and in that case there is a dispute,** I was referring to the beginning of intercourse and the end of intercourse.

NOTES

This dispute is referring only to the beginning of the process – **מַחְלוּקָת בִּתְחִלָּה** – There are two main approaches to understanding the Gemara's discussion. According to Rashi, the debate here revolves around the dispute between Rabbi Yehuda and Rabbi Yosei in the aforementioned *baraita* about a verbal stipulation to reduce the marriage contract (see Ritva and Meiri). However, according to the Rivan, the Rashba, and Rabbi Aharon HaLevi, Rabbi Yehoshua ben Levi and Rabbi Yoḥanan are discussing the dispute between Rabbi Meir and Rabbi Yehuda in the mishna, which pertains to a case where the wife writes a receipt. It appears that according to the Jerusalem Talmud, the discussion is referring to the debate between Rabbi Meir and Rabbi Yehuda.

But with regard to the end, all agree that she cannot waive her rights – **אַבְל בְּסוּף לְדַבְרֵי הַכֹּל אֵינָהּ מוֹחֵלֶת** – Rashi explains the reason for the distinction between the beginning of the process and the end. At the beginning, before the marriage is finalized, a verbal stipulation is effective. But at the end, when the marriage has already taken effect, the wife can waive her rights only via a written document.

The Rivan gives a different interpretation: If the husband made a stipulation with his wife prior to the marriage, it is possible that she wholeheartedly agreed to the stipulation and waived her right to the rest of the money. However, at the end of the process, since her husband had originally committed to pay her two hundred dinars but then reduced it, this retroactively redefines their marital relationship as licentious sexual intercourse. Alternatively, once she sees that her husband has reduced her marriage contract after the fact, she is no longer confident that she will receive the remaining amount.

One gives a virgin twelve months – נותנין לבתולה שנים – עשר חודש: If one betrothed a woman and waited several years before requesting to marry her, if she is still a young woman, she is given twelve months from the date of his request to prepare all her needs and then she must get married (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:17; *Shulḥan Arukh*, *Even HaEzer* 56:1).

Just as one gives a woman – כְּשֶׁשׁ שְׁנוֹתַיִן לְאִשָּׁה: Just as a woman is given time to prepare for the marriage after the husband requested to marry her, a man receives time to prepare himself for marriage if the woman requests that he marry her. He is given the same amount of time as she would be. In a case where she would have twelve months to prepare, he also has twelve months; in a case where she would have thirty days, then he too has thirty days.

The later authorities also quote the opinion of the Rosh and the *Tur*, based on the Jerusalem Talmud, that just as there is a distinction between a virgin and a widow there is also a distinction between a bachelor and a widower. A bachelor gets twelve months to prepare from the time his betrothed requests to marry, even if he is marrying a widow. A widower has thirty days to prepare from the time his betrothed requests to marry, even if he marries a virgin. However, according to the *Be'er Heitev*, nowadays, due to changes in the method of preparing for marriage, no one is given so much time to prepare, and the ruling depends on how the judges view the matter (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:18; *Shulḥan Arukh*, *Even HaEzer* 56:2).

In the case of a widow, thirty days – לְאִלְמָנָה שְׁלֹשִׁים יוֹם: One who betroths a woman who has previously been married must give her thirty days from the date that he requests to marry her in order to prepare for the marriage. The widow referred to here is only a widow from marriage, not one who was widowed from her betrothed (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:17 and *Maggid Mishne* there; *Shulḥan Arukh*, *Even HaEzer* 56:1).

May partake of his food – אוֹכְלוֹת מִשְׁלוֹ: If the time that the husband was given has passed and he has not married the woman, he is still obligated to provide for her sustenance (Rambam *Sefer Nashim*, *Hilkhot Ishut* 10:19; *Shulḥan Arukh*, *Even HaEzer* 56:3).

BACKGROUND

She may partake of teruma – אוֹכְלוֹת בְּתֵרוּמָה: Whenever the term *teruma* appears without qualification, it is referring to the great *teruma*. The Torah commands that one must give the priest “the first fruit of your grain, of your wine, and of your oil” (Deuteronomy 18:4, and see Numbers 18:12), and the Sages extended the scope of this mitzva, which applies only in Eretz Yisrael, to include all produce. *Teruma* is sacred and may be eaten only by a priest and his household while they are in a state of ritual purity (see Leviticus 22:9–15). The discussion in the mishna reflects differing opinions with regard to when a woman from a non-priestly family is considered to have become part of her husband’s household for the purposes of partaking in *teruma*, as will be explained by the Gemara.

אָמַר רַב פָּפָא: אִי לָאוּ דְאָמַר רַבִּי אַבְהוּ: לְדִידֵי מִיפְרָשָׁא לִי מִיּוֹמָה דְרַבִּי יוֹחָנָן דְאָנָּא וְרַבִּי יְהוֹשֻׁעַ בֶּן לִוִּי לָא פְּלִיגִין אַהֲדָדֵי, הָהּ אָמִינָא: רַבִּי יוֹחָנָן וְרַבִּי יְהוֹשֻׁעַ בֶּן לִוִּי – פְּלִיגֵי, רַב דִּימִי וְרַבִּין – לָא פְּלִיגֵי.

מֵאֵי סוּף דְקָאָמַר רַבִּין – סוּף חוּפָּה, וּמֵאֵי תַחֲלוּתָהּ דְקָאָמַר רַב דִּימִי – תַּחֲלוּת בִּיאָה.

מֵאֵי קָא מְשַׁמַּע לָן?

הָא קָא מְשַׁמַּע לָן: דְּפְלִיגֵי תְרֵי אָמורָאֵי אֲעֻבָמָא דְנִפְשִׁיָהּ, וְלֹא פְלִיגֵי תְרֵי אָמורָאֵי אִלְיָבָא דְחַד אָמורָא.

מתני' נותנין לבתולה שנים עשר חודש משתבּעה הבעל לפרנס את עצמה וכשם שנותנין לאשה כך נותנין לאיש לפרנס את עצמו ולא למנה שלשים יום. הגיע זמן ולא נישאו אוכלות משלו ואוכלות בתרומה.

רבי טרפון אומר: נותנין לה הכל תרומה. רבי עקיבא אומר: מחצה חולין ומחצה תרומה.

Consequently, according to Ravin, Rabbi Yehoshua ben Levi and Rabbi Yoḥanan agree that at the time of the wedding ceremony the wife can verbally waive her rights, and the dispute of the *tanna'im* is referring to the time after the ceremony, which is also the beginning of the time for consummation of the marriage. Rav Pappa said: Had Rabbi Abbahu not said: This was explained to me personally by Rabbi Yoḥanan himself, that I, i.e. Rabbi Yoḥanan, and Rabbi Yehoshua ben Levi do not disagree with one another, I, i.e., Rav Pappa, would have said that the way to understand the various texts is that Rabbi Yoḥanan and Rabbi Yehoshua ben Levi do disagree with one another, whereas Rav Dimi and Ravin do not disagree with one another, but rather they both cited the same tradition from Eretz Yisrael.

I would have explained it in the following manner: What is the meaning of the word **end**, which Ravin said? It is referring to the end of the wedding ceremony. And what is the meaning of the word **beginning**, which Rav Dimi said? It is referring to the beginning of the time designated for intercourse, which begins at the end of the wedding ceremony. It would then follow that Rabbi Yehoshua ben Levi and Rabbi Yoḥanan disagreed about the explanation of the dispute between Rabbi Yehuda and Rabbi Yosei, whereas Rav Dimi and Ravin both said the same thing.

What is Rav Pappa teaching us? Since he accepts Rabbi Abbahu’s statement, he acknowledges that his alternate way of reading the sources is not correct. What, then, is the point of telling us that he would have explained Rabbi Yehoshua ben Levi’s and Rabbi Yoḥanan’s words differently?

The Gemara explains: **It teaches us this:** If we were discussing the meaning of an amoraic dispute about which we have different traditions, it is better to explain that **two amora'im disagree with regard to their own reasons** and not that **two amora'im disagree according to the opinion of another amora**, as it is more plausible to say that there is a dispute about logical reasoning than that there is a dispute about the correct transmission of a *halakhic* tradition. Consequently, had Rabbi Abbahu not declared that he was told otherwise by Rabbi Yoḥanan, it would have been preferable to explain that there is a logical dispute between Rabbi Yehoshua ben Levi and Rabbi Yoḥanan, rather than saying that the dispute is about the details of the tradition received by Rav Dimi and Ravin.

MISHNA One gives a virgin twelve months^H from the time the husband asked to marry her after having betrothed her, in order to prepare herself with clothes and jewelry for the marriage. And just as one gives a woman^H this amount of time, so too does one give a man an equivalent period of time to prepare himself, as he too needs time to prepare for the marriage. However, in the case of a widow, who already has items available from her previous marriage, she is given only thirty days^H to prepare. If the appointed time for the wedding arrived and they did not get married due to some delay on the part of the husband, then the woman may partake of his food.^H And if her husband is a priest, she may partake of *teruma*,^B even if she is an Israelite woman.

The *tanna'im* disagree about the permission granted to a priest to sustain his betrothed with *teruma* before she is married to him. Rabbi Tarfon says: He may give her all of her required sustenance from *teruma*. During her periods of impurity, e.g., menstruation, when she cannot partake of *teruma*, she may sell the *teruma* to a priest and use the proceeds to buy non-sacred food. Rabbi Akiva says: He must give her half of her needs from non-sacred food and half may be from *teruma*, so that she can eat from the non-sacred food when she is ritually impure.

A *yavam* does not enable his *yevama* to partake – אינו מאכיל: An Israelite widow waiting for her *yavam* who is a priest to perform levirate marriage may not partake of *teruma* (Rambam *Sefer Zera'im, Hilkhot Terumot* 8:1, 8:5).

היבם אינו מאכיל בתרומה. עשתה ששה חדשים בפני הבעל, וששה חדשים בפני היבם, ואפילו כולן בפני הבעל חסר יום אחד בפני היבם, או כולן בפני היבם חסר יום אחד בפני הבעל – אינה אוכלת בתרומה.

The mishna continues: A priest who is a *yavam*, i.e., his brother died childless after betrothing a woman, **does not enable his *yevama* to partake^h of *teruma*** by virtue of her relationship with him. **If she had completed six monthsⁿ of the twelve-month wait for marriage under the aegis of the husband, and then he died, and she waited six more months under the aegis of the *yavam*; or even if she completed all of the necessary time under the aegis of the husband except for one day that she was under the aegis of the *yavam*; or if she completed all of the necessary time under the aegis of the *yavam* except for one day that she was under the aegis of the husband, she still may not partake of *teruma*.**

זו משנה ראשונה. בית דין של אחריהן אמרו:

This set of rulings, concerning the permission granted a betrothed woman whose wedding date has arrived to partake of *teruma*, is in accordance with **the initial version of the mishna**. However, **a court that convened after them, in a later generation, said:**

NOTES

If she had completed six months – עשתה ששה חדשים: Rashi explains that essentially there is no difference whether she spent six months under the aegis of the husband, or even if she spent twelve months under the aegis of the husband and then began to partake of *teruma* before he died, as the principle is that her relationship with the *yavam* does not enable her to partake of *teruma* at all.

Torah law or rabbinic decree, the husband had not enabled the wife to partake of *teruma*. In such a case, even if the *yavam* is a priest, she may not partake of *teruma* until she enters into the actual levirate marriage. But if the situation is such that she would have been able to partake of *teruma* once the appointed time for marriage with the husband arrived, then she may also partake of *teruma* due to the *yavam*. According to this opinion, the sources that maintain that a *yavam* does not enable the *yevama* to partake of *teruma* at all are following the final version of the mishna.

Rabbeinu Tam and the Ramban maintain that when the Sages said that a *yavam* does not enable his *yevama* to partake of *teruma*, they were referring only to a case where, due to

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אין האשה אוכלת בתרומה עד שתכנס לחופה.

A woman may not partake of *teruma* until she has actually entered the wedding canopy.^h

גמ' מנא הני מילי? אמר רב חסדא: דאמר קרא "ויאמר אחיה ואמה תשב הנערה אתנו ימים או עשור".

GEMARA The Gemara asks: **From where are these matters derived,ⁿ that a virgin is given twelve months to prepare for her wedding? Rav Hisda said it is based on the fact that the verse states with regard to Rebecca: "And her brother and mother said: Let the damsel abide with us for days, or ten"** (Genesis 24:55).

מאי "ימים". אילימא תרי יומי – משתעי איניש הכי? אמרו ליה: תרי יומי – אמר להו: לא. אמרו ליה עשרה יומי?! אלא מאי "ימים" – שנה, דכתיב "ימים תהיה גאולתו".

The Gemara first analyzes the language of the verse: **What is the meaning of "days"? If we say two days, the minimum number justifying the use of the plural, does a person really speak like this? Rebecca's relatives said to Abraham's servant that they wanted her to stay for two days, after which he said to them no, as he did not want to wait even that long. If so, is it possible that after that they said to him that they wanted her to stay for ten days? Consequently, it is impossible to explain the word "days" as two days and "ten" as ten days. Rather, what is the meaning of "days"? It means: A year, as it is written: "For days he shall have redemption" (Leviticus 25:29), and there it is explained that "days" is referring to a year. Consequently, in the verse "And her brother and mother said: Let the damsel abide with us for days, or ten" (Genesis 24:55), "days" refers to a year, and "ten" refers to a shorter period of similar magnitude, i.e. ten months, in order to prepare for her wedding.**

NOTES

From where are these matters derived – מנא הני מילי: The Ritva and *Nimmukei Yosef* state that this is not an actual derivation from a verse, but rather a mere support for the matter. Consequently, the verse provides support only for the case of a virgin, whereas with regard to a widow the source is logical reasoning; it is obvious that she cannot prepare herself adequately in less

than a month. The *Nimmukei Yosef* adds that one can perhaps adduce support from the verse for the *halakha* pertaining to a widow as well, since the Gemara originally thought that the word "days" implied a month, which is the amount of time allotted for a widow's preparations.

A woman may not partake of *teruma* until she has actually entered the wedding canopy – אין האשה אוכלת בתרומה עד שתכנס לחופה: By Torah law, an Israelite woman who is betrothed to a priest is allowed to partake of *teruma* from the time of her betrothal, but the Sages prohibited her from doing so until she enters the marriage canopy (Rambam *Sefer Zera'im, Hilkhot Terumot* 6:3).

BACKGROUND

Minor girl – קטנה: According to Torah law, a father has the legal authority to marry his daughter off while she is a minor girl. Nevertheless, the Sages decreed that it is prohibited to do so. The father is instructed to wait until his daughter is mature enough to decide on her own whom she would like to marry (Kiddushin 41a). If a girl's father is no longer alive, her mother or brothers are given the authority to marry her off with her consent, although this betrothal is valid by rabbinic law, not Torah law, and as a result, a number of halakhic distinctions apply.

It is clear that marriages of minor girls did sometimes take place in Jewish communities, both during the talmudic period and also at later times. However, the extent of such marriages is not known and probably varied greatly in different locales and time periods. Often, these marriages were conducted due to dire circumstances, such as in the case of orphans or other situations of extreme economic distress (Tosafot).

HALAKHA

With regard to a minor girl either she or her father may delay – קטנה בין היא ובין אביה יכולין – לעכב: If the betrothed of a minor girl requests to marry her, either she or her father may delay the wedding until she grows older and becomes a young woman. If the father wishes her to marry and the daughter consents, the husband may marry her, but it is not proper to do so (Rambam Sefer Nashim, Hilkhoh Ishut 10:16; Shulhan Arukh, Even HaEzer 56:4).

One may not finalize an agreement to marry a minor girl – אין פוסקין על הקטנה: It is prohibited for one to betroth his minor daughter to a man until she comes of age and expresses her desire to marry a particular person, as explained in tractate Kiddushin (41a) and in the Gemara here. The Rema, based on Tosafot on tractate Kiddushin, writes that despite this people were accustomed to betrothing their minor daughters due to the hardships caused by exile. Parents did not always have the basic requirements of a wedding available, and were not always able to find a suitable match for their daughters, due to the small numbers of Jews in their vicinity. Therefore, if parents found an appropriate match for their daughter and were able to fund the wedding, they would marry her off at that point, due to fear that they would not be able to do so later on. This was the accepted practice, primarily during times of hardship (Rambam Sefer Nashim, Hilkhoh Ishut 3:19; Shulhan Arukh, Even HaEzer 37:8).

NOTES

Rabbi Eliezer says...he may also nullify her vows – רבי אליעזר אומר...יפר: The halakha is not in accordance with this opinion. Rather, a husband may not nullify his betrothed's vows until she enters the wedding canopy (see Meiri).

ואימא חדש, דכתיב "עד חדש ימים" אמרי: דנין ימים סתם מ"ימים" סתם, ואין דנין ימים סתם מ"ימים" שנאמר בהן "חדש".

אמר רבי זירא. תנא: קטנה, בין היא ובין אביה יכולין לעכב. בשלמא איהי – מצוי מעכבא. אלא אביה, אי איהי ניהא לה – אביה מאי נפקא ליה מינה? סבר: השתא לא ידעה, למחר מימרדא ונפקא, ואתא ונפלה עליואי.

אמר רבי אבא בר לוי: אין פוסקין על הקטנה להשיאה כשהיא קטנה, אבל פוסקין על הקטנה להשיאה כשהיא גדולה. פשיטא! מהו דתימא: ליחוש דלמא מעיילא פחדא מהשתא וחלשה, קא משמע לן.

אמר רב הונא: בגרה יום אחד ונתקדשה – נותנין לה שלשים יום באלמנה. מיתבי: בגרה – הרי היא כתבועה, מאי לאו – כתבועה דבתולה? לא, כתבועה דאלמנה.

תא שמע: בוגרת ששהתה שנים עשר חדש, רבי אליעזר אומר: הואיל וחייב בעלה במזונותיה – יפר! אימא: בוגרת וששהתה שנים עשר חדש, רבי אליעזר אומר: הואיל ובעלה חייב במזונותיה – יפר.

The Gemara asks: And let us say that "days" means a month, as it is written: "But a whole month of days" (Numbers 11:20), and the verse about Rebecca might then have meant that her family wanted to wait for a month, or at least for ten days. They say: One derives the meaning of an unspecified use of the term "days" from another unspecified instance of the term "days," which means a year. And one does not derive the meaning of an unspecified use of the term "days" from an instance of the term "days," about which the term "month" is stated. Consequently, it can be derived from the verse that the ordinary amount of time required for a virgin to prepare for marriage is twelve months.

Rabbi Zeira said: It was taught in the Tosefta (Ketubot 5:1) with regard to a minor girl: Either she or her father may delay^h the wedding until she has reached majority. The Gemara asks: Granted, she, the girl herself, may delay the wedding if she feels she is not ready, as she is the one who will be directly affected, but why should her father be allowed to delay her wedding? If it is suitable for her to get married, what difference does it make to her father? The Gemara answers: He thinks: Perhaps she agrees to get married now because she does not fully know what she is doing. But tomorrow, she will realize the marriage was a mistake, rebel, and leave her husband, and then she will come back and become a burden to me. Therefore, her father prefers that she wait until she has reached majority and marry when she is completely aware of what is involved.

Rabbi Abba bar Levi said: One may not finalize an agreement to marry a minor girl^h in order to marry her while she is still a minor, but one may finalize an agreement to marry a minor girl in order to marry her when she becomes an adult woman. With regard to the latter halakha, the Gemara asks: Isn't that obvious? If he will marry her when she becomes an adult woman, there is nothing unusual about this case. The Gemara answers: Lest you say that one should be concerned that she might become afraid of marriage from making plans now, and this will cause her resolve to weaken, and then even when she becomes an adult she will maintain reservations about the matter, Rabbi Abba bar Levi therefore teaches us that one need not be concerned about this. One may finalize an agreement to marry her as an adult even when she is a minor girl.

Rav Huna said: If she has reached her majority, even for just one day, and then she is betrothed, she is given her thirty days to prepare for her wedding, like a widow, since prior to reaching adulthood she presumably had already prepared everything needed for her marriage. The Gemara raises an objection from a baraita: If she grew up, she is similar to a betrothed woman who has been asked to marry her betrothed. What, is it not that she is similar to a virgin who has been asked to marry, and she has twelve months to prepare? The Gemara answers: No, it means that she is similar to a widow who has been asked to marry her betrothed, who gets only thirty days to prepare. Only young women who have not reached majority and who are virgins get a year to prepare; after majority, all women, regardless of whether they are virgins, get thirty days.

The Gemara attempts another refutation of Rav Huna's statement: Come and hear a proof from a mishna (Nedarim 73b): If a grown woman waited twelve months since betrothal and is still not married, Rabbi Eliezer says: Since her husband is obligated to provide for her sustenance, he may also nullify her vowsⁿ (see Numbers, chapter 30). It can be inferred from this that the waiting period for a grown woman is also twelve months. The Gemara responds by emending the text of the mishna: Say that if a grown woman waited thirty days or a young woman waited twelve months, Rabbi Eliezer says: Since her husband is obligated to provide for her sustenance, he may nullify her vows.

A grown woman is similar to one who has been asked to marry – בגרה הרי היא כתבועה – If one requests to marry his betrothed after she has reached adulthood, she is given twelve months from the day that she reached majority. Similarly, if she is betrothed during the first twelve months after reaching majority, she has until the end of those twelve months to prepare her wedding, even if he requested an earlier wedding date. If the betrothal or the request occur more than twelve months after her majority, she is given only thirty days, as stated in the *baraita* and in accordance with Rav Pappa, as he is the later *amora* (Rambam *Sefer Nashim, Hilkhot Ishut* 10:17; *Shulhan Arukh, Even HaEzer* 56:1).

תא שמע: המאָרס את הַבְּתוּלָה, בִּין שְׁתַּבְּעָה הַבַּעַל וְהִיא מַעֲבֵבָה, וּבִין שְׁתַּבְּעָה הָיָא וּבַעַל מַעֲבֵב – נוֹתְנִין לָהּ שְׁנַיִם עָשָׂר חֳדָשׁ מִשְׁעַת תְּבִיעָה, אֲבָל לֹא מִשְׁעַת אִירוּסִין. וּבְגֵרָה הָרִי הִיא כְּתַבּוּעָה. בְּיַצֵּד? בְּגֵרָה יוֹם אֶחָד וְנִתְקַדְּשָׁה – נוֹתְנִין לָהּ שְׁנַיִם עָשָׂר חֳדָשׁ, וְלֹארוּסָה שְׁלֹשִׁים יוֹם. תִּיבְתָא דְרַב הוּנָא! תִּיבְתָא.

The Gemara attempts another refutation of Rav Huna's statement: **Come and hear a *baraita*: If someone betrothed a virgin, whether the husband asks to marry her and she delays the process because she says that she requires more time or whether she asks to marry him and the husband delays the process because he is not yet ready, she is given twelve months from the time the request was issued but not from the time of the betrothal, even if that was much earlier, and a grown woman is similar to one who has been asked to marry.¹¹ How is this so? If she has reached her majority for one day, and she is then betrothed, she is given twelve months from the day of her betrothal, because it is the same as the day of her majority. One who was already a betrothed woman when she reached majority is given thirty days.** Therefore, the refutation of the opinion of Rav Huna is a conclusive refutation.

מֵאִי וְלֹארוּסָה שְׁלֹשִׁים יוֹם? אָמַר רַב פַּפָּא, הָכִי קָאָמַר: בּוֹגְרָת שְׁעָבְרוּ עָלֶיהָ שְׁנַיִם עָשָׂר חֳדָשׁ בְּבִגְרוּתָהּ, וְנִתְקַדְּשָׁה – נוֹתְנִין לָהּ שְׁלֹשִׁים יוֹם כְּאַלְמָנָה.

The Gemara asks: **What is meant by the words: And one who was already a betrothed woman is given thirty days? Rav Pappa said: This is what it is saying: With regard to a grown woman who has been an adult for twelve months and is then betrothed, she is given thirty days, like a widow, and not another twelve months.**

”הִגִּיעַ זְמַן וְלֹא נִישְׂאוּ.” אָמַר עוּלָא: דְּבַר תּוֹרָה, אִירוּסָה בַּת יִשְׂרָאֵל אוֹכְלַת בְּתוּמָהּ, שׁוֹנְאָמַר ”וְכֵהֵן כִּי יִקְנֶה נַפְשׁ, קִנְיָן כְּסָפוֹ” – וְהֵאֵי נִמְי קִנְיָן כְּסָפוֹ הוּא. מַה טַּעַם אָמַר אֵינָה אוֹכְלַת – שְׂמָא יִמְוָגוּ לָהּ כּוֹס בְּבֵית אֲבִיהָ, וְתִשְׁקָה לְאַחֵיהָ וְלְאַחֹתָהּ.

S The mishna states: **If the appointed time for the wedding arrived and they did not get married, she may partake of *teruma*. Ulla said: By Torah law, the daughter of a non-priest betrothed to a priest may partake of *teruma* immediately, even before the wedding date arrives, as it is stated: “If a priest buy any soul, the acquisition of his money, he may eat of it” (Leviticus 22:11), and this woman is also an acquisition of his money through the betrothal. Therefore, she is entitled to partake of *teruma*. What, then, is the reason the Sages said that she may not partake? It is lest someone pour her a cup of *teruma* wine while she is in her father's house. Although she may drink it as the betrothed of a priest, since she is still living in her father's house there is a concern that she will give her brother or sister to drink from the wine, which is prohibited, as they are non-priests.**

אֵי הָכִי, הִגִּיעַ זְמַן וְלֹא נִישְׂאוּ נִמְי! הֵתָם דּוֹכְתָא מִיַּחַד לָהּ.

The Gemara asks: **If so, then if the time arrived and they did not get married, there should also be concern that she might give it to members of her family, as she is still in her father's house. Why, then, does the mishna say that she is permitted to partake of *teruma* at that time? The Gemara answers: There, after the time for the wedding has arrived, he designates a specific place for her. Since her husband is obligated to provide for her sustenance, he will want to ensure that she receives her food in a particular place so that she not use it to feed her family. This mitigates the concern that she may inadvertently give it to her brother or sister to drink.**

אֵלָא מִעֲתָה לְקִיט בְּהֵן לְיִשְׂרָאֵל לֹא לִיכּוּל בְּתוּמָהּ, דְּלִמָּא אֲתוּ לְמִיכַל בְּהֵדִיהּ! הִשְׁתָּא מְדִידְהוּ סָפוּ לִיהּ, מְדִידְהָ אֲכִלְיָ!

The Gemara asks: **However, if that is so, then the *halakha* should also be that a gleaner who is a priest and is employed by an Israelite may not partake of *teruma*, lest the other members of the household come to eat with him from the *teruma*. The Gemara rejects this: Now, even though the members of the Israelite household feed the priest from their food, as he is their employee, would they eat from his food? They would not. Therefore, there is no reason for concern and no reason to prohibit him from eating *teruma*. This is Ulla's opinion.**

רַב שְׁמוּאֵל בַּר רַב יְהוּדָה אָמַר: מִשּׁוּם סִימְפוֹן.

However, Rav Shmuel bar Rav Yehuda said: The reason for the rabbinic decree is **due to abrogation [*simfon*]**,¹ cancellation of the contract. It may become known after the betrothal that she has blemishes that can retroactively annul the betrothal, and it would then become apparent that she had partaken of *teruma* unlawfully.

LANGUAGE

Abrogation [*simfon*] – סִימְפוֹן: Probably from the Greek στυμφωνισμός, meaning agreement or the conditions of an agreement. The Gemara uses the term to refer to the cancellation of an agreement due to non-fulfillment of the conditions.

HALAKHA

There is no abrogation with regard to slaves – סימפון – כימפון: One who buys a slave or maidservant cannot nullify the sale if he discovers a blemish that does not prevent them from performing their labors. This is because he already saw any visible blemishes when he bought and accepted them, and hidden blemishes are irrelevant, since a slave is intended for work. However, if there is a blemish that prevents the slave from performing his work, this is a mistaken acquisition, in accordance with the Gemara (Rambam *Sefer Kinyan, Hilkhoh Mekhira* 15:12; *Shulhan Arukh, Hoshen Mishpat* 232:10).

אי הכי נכנסה לחופה ולא נבעלה נמי! התם מיבדק בדיק לה, והדר מעייל.

The Gemara asks: **If so**, if the rabbinic decree that prohibits a woman betrothed to a priest from partaking of *teruma* is due to concern for possible abrogation of the marriage, then a woman who **entered the wedding canopy but has not yet engaged in sexual intercourse** should also be prohibited from partaking of *teruma*, as the husband does not yet know whether she has blemishes. The Gemara answers: **There**, in that situation, **he investigates her** through the agency of his female relatives **and only then enters** the wedding canopy. Consequently, there is no longer any concern about abrogation.

אלא מעתה, עבד כהן שלקחו מישראל לא ליכול בתרומה משום סימפון! סימפון בעבדים ליכא; דאי דאבראי – הא קחוי ליה, ואי דגואי – למלאכה קא בעי, ושפסתר – לא איכפת ליה. נמצא גנב או

The Gemara asks: **However, if that is so**, then according to this rationale, a **priest's slave whom the priest purchased from an Israelite should not partake of *teruma*, due to concern of abrogation**. Perhaps the priest will discover a defect in the slave, resulting in the retroactive cancellation of the acquisition and causing the slave to return to his Israelite master after he had mistakenly eaten *teruma*. The Gemara answers: **There is no abrogation with regard to slaves**,^H since no type of defect could cause the cancellation of the transaction. The reason for this is **that if the defect is external, then he sees it** at the point of sale and accepts it. **And if the defect is internal, since he needs him for labor, concealed defects do not concern him**. With regard to other types of defects, e.g., **if he was discovered to be a thief or**

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LANGUAGE

Gambler [*kuvyustus*] – קוביוסטוס: From the Greek κυβευτής, *kubeutēs*, meaning one who plays with dice, a gambler. The defect is not only the amount of time he wastes by being involved in gambling, but there is also the possibility that he may lose money in the game and steal in order to pay his debts.

קוביוסטוס – הגיעו. מאי איכא – לסטים מזוינין או מוכתב למלכות – הנהו קלא אית להו.

a gambler [*kuvyustus*],^{LHN} it has come to him, meaning that the seller has caught the buyer in a binding transaction, and he cannot annul the sale due to this kind of defect, as these characteristics are common in slaves. **What is the halakha if it was discovered that the slave was an armed bandit or that the king had signed his death warrant, and there is a danger that the government will catch him and execute him?** These are serious and uncommon defects that in principle could invalidate a sale. However, **these defects generate publicity**.^N In such unusual and severe circumstances, everyone is aware of them. Therefore, it is assumed that the buyer knew about them as well and nevertheless acquiesced to buy the slave. Consequently, there is no reason to revoke the sale of a slave.

HALAKHA

A thief or a gambler – גנב או קוביוסטוס: If one bought a slave and discovered that the slave was an armed robber, this is considered a defect that makes him worthless, since the king will presumably catch the slave and kill him. Similarly, if the slave had been registered as belonging to the king, this is also a defect that voids the transaction. However, if the slave is found

to be a thief or a kidnapper, the buyer cannot renege, since it is presumed that slaves act in this way. The Rema writes that discovering the slave to be a kidnapper is akin to finding out that he is an armed robber. But if he turns out to be a gambler, this does not void the transaction (Rambam *Sefer Kinyan, Hilkhoh Mekhira* 15:13; *Shulhan Arukh, Hoshen Mishpat* 232:10).

NOTES

Gambler – קוביוסטוס: This word is from Greek, and there is some dispute among the commentaries about the meaning of the word in the Gemara. Rabbeinu Gershom, Rashi, and the Rivan explain that this is a kidnapper (see Rambam). *Tosafot* express puzzlement at this interpretation and prefer the explanation of Rabbeinu Hananel, that it means a gambler.

bought the slave regardless, it appears that he considered this defect and accepted it. Consequently, he may not renege on his transaction. However, Rabbeinu Tam, Rambam, and others explain that if the buyer was unaware of such a major defect or of any hidden blemish that could cause the slave to be idle from work, such as epilepsy or skin boils, the transaction may be annulled. In this case, however, the defect is common knowledge and therefore there is no concern that someone would inadvertently buy such a slave (see Ra'avad).

Generate publicity – קלא אית להו: Rashi explains that since matters like this generally become public knowledge, if one