LANGUAGE

Lines [*ḥitei*] – חִטֵּי: According to the *ge'onim*, this term derives from the word *ḥut*, thread. It connotes the stitch or the thread used to stitch sheets of parchment to each other.

תָּלָה לֵיהּ רַב לְרַבִּי בִּינֵי חִטֵּי: הָאַחִין שֶׁשִּׁיעְבְּדוּ מַהוּ? הֲוָה יָתֵיב רַבִּי חִיָּיא קַמֵּיהּ. אֲמַר לֵיהּ: מָכְרוּ אוֹ מִשְׁכְּנוּ? אֲמַר לֵיהּ: מַאי נָפְקָא מִינָּהּ? בֵּין מָכְרוּ בֵּין שֶׁמִּשְׁכְּנוּ – מוֹצִיאִין לְפַרְנָסָה וְאֵין מוֹצִיאִין לִמְזוֹנוֹת.

§ **Rav attached** the following question **for Rabbi** Yehuda HaNasi **between** the **lines**[L] of a letter he sent him: With respect to **brothers who mortgaged** a certain property, **what is** the *halakha*? Is this property subject to seizure, if need be, for the benefit of the daughters' dowries? **Rabbi Ḥiyya was sitting before** Rabbi Yehuda HaNasi when the letter arrived. **He said to him:** What is meant in the question? Did **they sell** the property **or** did **they pledge** it as a guarantee, so that it has not yet been transferred? Rabbi Yehuda HaNasi, **said to him: What difference does it make? Whether they sold** it **or pledged** it, the court **may appropriate** the property **for support**[H] for the daughters' dowries, **but** the court **may not appropriate** it for their **sustenance.**[H]

וְרַב, אִי מָכְרוּ קָמִיבָּעֲיָא לֵיהּ – נִכְתּוֹב לֵיהּ מָכְרוּ, אִי מִשְׁכְּנוּ קָא מִיבָּעֲיָא לֵיהּ – נִכְתּוֹב לֵיהּ מִשְׁכְּנוּ?

The Gemara asks: **And** as for **Rav** himself, **if he is raising a dilemma** about a case in which **they sold** the property, **let him write** explicitly that he is asking about an instance in which **they sold** the property. And **if he is raising a dilemma** about a case in which **they pledged** the property, **let him write** explicitly that he is asking about an instance in which **they pledged** the property. Why does Rav instead employ an ambiguous term?

רַב תַּרְוַיְיהוּ קָמִבָּעֲיָא לֵיהּ, וְסָבַר: אִי כָּתֵיבְנָא לֵיהּ מָכְרוּ, הָא נֵיחָא אִי שָׁלַח לִי דְּמוֹצִיאִין – כָּל שֶׁכֵּן מִשְׁכְּנוּ. אִי שָׁלַח לִי אֵין מוֹצִיאִין – אֲמַרְתִּי מִשְׁכְּנוּ קָמִיבָּעֲיָא לִי.

The Gemara answers: **Rav was raising a dilemma about both** cases **and thought: If I write to him** that **they sold** the property, then **it** works **out well if** he **sends** back **to me** the ruling **that** the court may **appropriate** the sold property for the daughters' dowries. In that case, I would also understand that **all the more so,** if the brothers merely **pledged** the property, the court would appropriate it for the dowry. But **if he sends to me** the reply that the court **does not appropriate** sold property, **still** the case in which they **pledged** the property will **be a dilemma for me.**

אִי כָּתֵיבְנָא לֵיהּ מִשְׁכְּנוּ, אִי שָׁלַח לִי דְּאֵין מוֹצִיאִין – כָּל שֶׁכֵּן מָכְרוּ, אִי שָׁלַח לִי מוֹצִיאִין – אֲמַרְתִּי מָכְרוּ קָא מִיבָּעֲיָא לִי. אֶכְתּוֹב לֵיהּ שִׁיעְבְּדוּ, דְּמַשְׁמַע הָכִי וּמַשְׁמַע הָכִי.

Alternatively, **if I write to him** that the brothers **pledged** it, then **if he sends to me** the response **that** the court **does not appropriate** it, I can infer that **all the more so** if the brothers **sold** it we do not collect from the buyer. And **if he sends me** the response that the court **does appropriate** the land for the daughters' dowries, **still** the case in which they **sold** the property will **be a dilemma for me.** Therefore, **I will write to him** that they **mortgaged** it, **which implies this** meaning **and** it **implies that** one, and in this way I will receive a complete answer to my question.

וְרַבִּי יוֹחָנָן אָמַר: אֶחָד זֶה וְאֶחָד זֶה אֵין מוֹצִיאִין. אִיבַּעֲיָא לְהוּ: לְרַבִּי יוֹחָנָן, לָא שְׁמִיעַ לֵיהּ הָא דְּרַבִּי, וְאִי שְׁמִיעַ לֵיהּ – הֲוָה מְקַבֵּל לֵיהּ, אוֹ דִּלְמָא שְׁמִיעַ לֵיהּ וְלָא מְקַבֵּל לֵיהּ?

And Rabbi Yoḥanan said: Whether it is **this or whether** it is **that,** the court **does not appropriate** assigned or sold properties for either the support or sustenance of the daughters. **A dilemma was raised before them:** Is it **that Rabbi Yoḥanan did not hear this** ruling **of Rabbi** Yehuda HaNasi, **but had he heard it, he would have accepted it? Or, perhaps,** is it that even if **he had heard it, he would not have accepted it?**

HALAKHA

The court may appropriate for support – מוֹצִיאִין לְפַרְנָסָה: If brothers sold or pledged land they inherited from their father, a daughter may take an oath and collect the value of her dowry from the purchasers, much like creditors, who may take oaths to collect their debts from those who have purchased lands from the debtors. This ruling follows the opinion of Rabbi Yehuda HaNasi (Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:7; *Shulḥan Arukh*, *Even HaEzer* 113:5).

The court may not appropriate for sustenance – אֵין מוֹצִיאִין לִמְזוֹנוֹת: Nowadays, when the marriage contract can be collected from movable properties and the daughters are sustained from these properties, the daughters may not demand their sustenance from property that was sold or pledged to someone else, in accordance with all opinions (*Shulḥan Arukh*, *Even HaEzer* 112:7).

תָּא שְׁמַע, דְּאִתְּמַר: מִי שֶׁמֵּת וְהִנִּיחַ שְׁתֵּי בָנוֹת וּבֵן, וְקָדְמָה הָרִאשׁוֹנָה וְנָטְלָה עִישּׂוּר נְכָסִים, וְלֹא הִסְפִּיקָה שְׁנִיָּה לִגְבּוֹת עַד שֶׁמֵּת הַבֵּן.

The Gemara proposes an answer, indicated by a dispute of *amora'im*: **Come** and **hear** a proof, **as it was stated** that *amora'im* disputed a certain case. The Sages debated the *halakha* with regard to **one who died and left** behind **two daughters and a son,**[H] **and the first** daughter **advanced and took one-tenth of** the **estate** for her dowry, **but the second** daughter **did not have enough time to collect** her one-tenth **before the son died.** When the daughters divide the remaining assets, are they divided equally, or does the second daughter receive a slightly larger sum, commensurate with an additional portion earmarked for the dowry that she has not yet collected?

אָמַר רַבִּי יוֹחָנָן: שְׁנִיָּה וִיתְּרָה. אָמַר רַבִּי חֲנִינָא: גְּדוֹלָה מִזּוֹ אָמְרוּ: מוֹצִיאִין לְפַרְנָסָה וְאֵין מוֹצִיאִין לְמְזוֹנוֹת, וְאַתְּ אָמַרְתְּ שְׁנִיָּה וִיתְּרָה?!

Rabbi Yoḥanan said: The second daughter **forfeited** her right to an equal one-tenth of the estate for a dowry. No specific funds are separated from the estate as a dowry before the inheritance is divided equally among the daughters. **Rabbi Ḥanina said:** The Sages **said** something even **greater than this** with respect to her support: The court **appropriates** liened property **for support,**[N] **but** it **does not appropriate** it **for sustenance. And** yet would you, Rabbi Yoḥanan, **say** that **the second** daughter **forfeited** her right to collect even when the property is not liened? It cannot be that her support is diminished merely because of her brother's death.

וְאִם אִיתָא – נֵימָא לֵיהּ מֵאן אֲמָרָהּ. וְדִלְמָא לְעוֹלָם לָא שְׁמִיעַ לֵיהּ, וְכִי שְׁמִיעַ לֵיהּ קַבִּיל. וְשָׁאנֵי הָתָם – דְּאִיכָּא רָווּחָא בֵּיתָא.

The Gemara understands that there is evidence within the exchange that Rabbi Yoḥanan knew Rabbi Yehuda HaNasi's opinion and nevertheless ruled against it. **And if it is so,** that Rabbi Yoḥanan never heard the ruling of Rabbi Yehuda HaNasi, then **let** Rabbi Yoḥanan **say to** Rabbi Ḥanina: **Who stated that,** that property is appropriated for the dowry? Rather, Rabbi Yoḥanan must have known and rejected Rabbi Yehuda HaNasi's ruling. The Gemara rejects the proof: **And perhaps he actually did not hear it; but** had **he heard it, he** would have **accepted it. And** Rabbi Yoḥanan ruled as he did because **it is different there,** in the case in which the son died, **since there is abundance** in **the house.** Since the second daughter receives half of all the inheritance, she is not concerned about the one-tenth of the estate.

אֲמַר לֵיהּ רַב יֵימָר לְרַב אָשִׁי: אֶלָּא מֵעַתָּה, אַשְׁכַּחָהּ מְצִיאָה בְּעָלְמָא, דְּאִיכָּא רָווּחָא בֵּיתָא – הָכִי נַמִּי דְּלָא יָהֲבִינַן לָהּ עִישּׂוּר נְכָסִים?! אֲמַר לֵיהּ: אָנָא רָווּחָא בֵּיתָא מֵהָנֵי נִכְסֵי קָאָמִינָא.

Rav Yeimar said to Rav Ashi: If that is **so,** according to that logic, then if **she** had **found a generic lost object, as there is abundance** in **the house** due to the value of the newly found article, **so too would we not give her one-tenth of the estate?** Since finding a lost object, or similarly, being independently wealthy, does not actually change her right to collect her full dowry, it stands to reason that she should collect the full dowry even when she inherits half of the remaining estate. **He said to him: I would say** this is true of **abundance** in **the house** that comes **from these properties** of the estate. Because the matter depends upon her share of the inheritance, when she commands a sizeable portion of the inheritance, she does not quibble over the one-tenth of the inheritance earmarked for her dowry. However, if she has other resources unrelated to the inheritance, her independent wealth cannot diminish her share of the inheritance with respect to the dowry.

אֲמַר אַמֵּימָר: בַּת יוֹרֶשֶׁת הִיא. אֲמַר לֵיהּ רַב אַשִׁי לְאַמֵּימָר: אִילּוּ בָּעֵי לְסַלּוֹקֵהּ בְּזוּזֵי – הָכִי נַמִּי דְּלָא מָצֵי לְסַלּוֹקֵהּ? אֲמַר לֵיהּ: אִין. אִי בָּעֵי לְסַלּוֹקֵהּ בַּחֲדָא אַרְעָא – הָכִי נַמִּי דְּלָא מָצֵי מְסַלֵּק לָהּ? אֲמַר לֵיהּ: אִין.

§ With regard to the fundamental right of daughters to receive the support of the dowry from the estate, **Ameimar said: A daughter is** considered **an inheritor. Rav Ashi said to Ameimar:** According to your opinion, **if** another inheritor **wants to remove her** from among the inheritors **by** giving her **money** instead of inherited property, is he **indeed unable to remove her?** May she insist on receiving actual property from the estate for the purpose of her dowry? **He said to him: Yes,** she may insist on inherited property. Rav Ashi continued to ask Ameimar: **If** he **wants to remove her by** giving her **one** specific piece of **land,** is he **also unable to remove her,** since, as an inheritor, she has the right to collect portions of all the property? **He said to him: Yes,** he is limited in this way. She may insist on her right to inherit from the entire property.[H]

HALAKHA

One who died and left behind two daughters and a son – מִי שֶׁמֵּת וְהִנִּיחַ שְׁתֵּי בָנוֹת וּבֵן: If a father dies and is survived by daughters and one son, the second daughter does not collect one-tenth of the estate in the event that the son dies after the first daughter takes her one-tenth but before she, the second, collects hers. Because she is receiving an equal share of the estate as an inheritance, she does not separately collect one-tenth of the estate as a dedicated dowry. This ruling follows the opinion of Rabbi Yoḥanan. His is the opinion discussed and debated by other *amora'im*, demonstrating that the *halakha* follows it (*Maggid Mishne*).

The Rema writes that others dissent, ruling that those daughters who have not yet taken their one-tenths first do take these one-tenths and equally divide the inheritance from whatever remains. This ruling is in accordance with the opinion of Rabbi Ḥanina. This is because he was Rabbi Yoḥanan's teacher and also because the Jerusalem Talmud explicitly rules in accordance with his opinion (*Tur*, citing Rosh; Rashba; Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:9; *Shulḥan Arukh*, *Even HaEzer* 113:8).

From what is the one-tenth of the estate collected – מִמַּה גּוֹבִים עִישּׂוּר נְכָסִים: The one-tenth of the estate that is given to support a daughter upon her marriage is not part of the additional obligations of the marriage contract, and it is therefore collected from real estate alone. This was the practice even after the *ge'onim* ruled that the obligations of the marriage contract may be collected from movable property. Nevertheless, she may collect her one-tenth from real estate rentals before the sons collect the money themselves (*Tur*, based on *Tosafot*). The status of the daughter is equivalent to that of a creditor, so that if the brothers wish, they may give her money rather than real estate. This ruling follows the conclusion of the Gemara (Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:5; *Shulḥan Arukh*, *Even HaEzer* 113:2).

NOTES

The court appropriates liened property for support – מוֹצִיאִין לְפַרְנָסָה: The Rid explains this distinction based on a statement in the Gemara that sustenance does not have a set amount (*Gittin* 51a). Since buyers cannot know how much money will ultimately be collected for sustenance, their purchases are protected, and the properties may not be taken away from them (see Ran and *Nimmukei Yosef*).

רַב אַשִׁי אָמַר: בַּת – בַּעֲלַת חוֹב הִיא. וְאַף אַמֵימָר חָדַר בֵּיהּ. דַּאֲמַר רַב מְנְיוּמִי בְּרֵיהּ דְּרַב נִיחוּמִי, הֲוָה קָאֵימְנָא קַמֵּיהּ דְּאַמֵימָר, וַאֲתַאי לְקַמֵּיהּ, דַּהֲוֹת קָא בָּעֲיָא עִישּׂוּר נְכָסִים. וַחֲזִיתֵיהּ לְדַעְתֵּיהּ, דְּאִי בָּעֵי לְסַלּוֹקֵהּ בְּזוּזֵי – הֲוֵי מְסַלֵּיק לָהּ. דְּשָׁמְעִי מֵאַחֵי דְּהָווּ קָאָמְרִי לָהּ: אִילּוּ הֲוָה לָן זוּזֵי – סָלֵיקְנָא בְּזוּזֵי, וְאִישְׁתִּיק וְלָא אָמַר לְהוּ וְלָא מִידֵּי.

In contrast to Ameimar, **Rav Ashi said: A daughter is** legally considered **a creditor** with regard to the inheritance, and the inheritors may insist that they will provide her support by any means, without giving her a share of the actual inheritance. The Gemara notes: **And even Ameimar retracted** his opinion that she is an inheritor, **as Rav Minyumi, son of Rav Niḥumi, said: I was standing in front of Ameimar, and this woman came before him, as she was asking** for **one-tenth** of her father's **estate. And I saw that his opinion** was **that if** the inheritor **wants to remove her by** giving her **money,** he **may remove her, as I heard from** the woman's **brothers that they were saying to her: If we had** sufficient **money, we would** pay your claims and **remove you with** our own **money. And Ameimar was silent and did not say anything to them.** Since Ameimar did not object to their suggestion in principle, evidently he agreed that her status was that of a creditor, who may be repaid in cash.

וְהָשְׁתָּא דְּאָמַרְתְּ בַּעֲלַת חוֹב הִיא, דַּאֲבָא אוֹ דְּאַחֵי? לְמַאי נָפְקָא מִינָּהּ? לְמִיגְבָּא לְבֵינוֹנִית שְׁלֹא בִּשְׁבוּעָה, וְזִיבּוּרִית בִּשְׁבוּעָה.

The Gemara comments: **And now that you** have reached a conclusion and **said** that the daughter **is** functionally **a creditor,** is she a creditor **of** the **father or of** the **brothers?**[H] The Gemara asks: **With regard to what** *halakha* is there **a practical difference?** Either way, as the father has died, she receives her support from the estate. The Gemara answers: There is a difference with respect **to collecting intermediate-quality land without an oath and inferior-quality land with an oath.**[B] If she is the father's creditor, she may collect from the estate only the inferior-quality land with an oath. If, however, she is the brothers' direct creditor, she may collect her claim in the same manner as standard creditors, collecting intermediate-quality land without an oath.

מַאי? תָּא שְׁמַע, דְּרָבִינָא אַגְּבֵיהּ לִבְרַתֵּיהּ דְּרַב אַשִׁי מִמָּר בְּרֵיהּ דְּרַב אַשִׁי בֵּינוֹנִית וְשֶׁלֹּא בִּשְׁבוּעָה, מִבְּרֵיהּ דְּרַב סָמָא בְּרֵיהּ דְּרַב אַשִׁי זִבּוּרִית בִּשְׁבוּעָה.

What is the *halakha*? Whose creditor is she? The Gemara responds: **Come** and **hear** a proof, **as Ravina provided** one-tenth of the estate **for the daughter of Rav Ashi** from two sources. **From Mar, son of Rav Ashi,** Ravina gave her **intermediate-quality land without an oath.** He collected another portion of the property **from the** orphan **son of Rav Sama, son of Rav Ashi,** who was an inheritor of the same estate from his grandfather. This portion was provided of **inferior-quality land, with an oath.** Since, with regard to the property that Rav Ashi's daughter was collecting from an orphan, Ravina required an oath and allowed her to collect only low-grade land, it appears that Ravina treated the daughter as the creditor of the sons and not of the father.

שָׁלַח לֵיהּ רַב נְחֶמְיָה בְּרֵיהּ דְּרַב יוֹסֵף לְרַבָּה בַּר רַב הוּנָא זוּטָא מִנְּהַרְדְּעָא: כִּי אָתְיָא הָא אִיתְּתָא לְקַמָּךְ – אַגְּבֵהּ עִישּׂוּר נְכָסִים אֲפִילּוּ מֵאִיצְטְרוּבְּלָא. אָמַר רַב אַשִׁי: כִּי הֲוֵינַן בֵּי רַב כָּהֲנָא הֲוָה מַגְבֵּינַן אֲפִילּוּ מֵעֲמָלָא דְּבֵיתֵי.

The Gemara records a number of related incidents. **Rav Neḥemya, son of Rav Yosef, sent** a message **to Rabba bar Rav Huna the Small, of Neharde'a: When this woman** bearing this letter **comes before you, provide her one-tenth of** her father's **estate,** providing a percentage **even of** the land upon which sits **the millstone** [***itzterubela***],[L] as this is also real estate. **Rav Ashi said: When we were** students **in Rav Kahana's house, we would collect** the one-tenth of the estate for the dowry **even from the** income from **the rental fees** for **houses** in the estate. Since this money is earned from the real estate itself, it too is considered in calculating the appropriate dowry.

שָׁלַח לֵיהּ רַב עָנָן לְרַב הוּנָא: הוּנָא חַבְרִין, שְׁלָם! כִּי אָתְיָא הָא אִיתְּתָא לְקַמָּךְ – אַגְּבֵהּ עִישּׂוּר נְכָסִי. הֲוָה יָתֵיב רַב שֵׁשֶׁת קַמֵּיהּ, אֲמַר לֵיהּ: זִיל אֵימָא לֵיהּ, וּבְשַׁמְתָּא יְהֵא מַאן דְּלָא אֲמַר לֵיהּ: עָנָן עָנָן! מִמְּקַרְקְעֵי אוֹ מִמְּטַלְטְלֵי, וּמַאן יָתֵיב בֵּי מָרְזֵיחָא בְּרֵישָׁא?

The Gemara recounts an interaction between Rav Anan[P] and Rav Huna. **Rav Anan sent** the following letter to **Rav Huna: Huna, our friend,** we wish you **peace. When this woman** bearing this **letter comes before you, provide her one-tenth of** her father's **estate. Rav Sheshet was sitting before him,** and Rav Huna **said to him: Go** and **say to** Rav Anan my reply. Knowing that Rav Sheshet may be hesitant to relay the sharp language of the reply, Rav Huna cautioned him: **And whoever does not say to him** my exact words **is** in a state of **excommunication: Anan, Anan,** should the one-tenth be provided **from real estate or from movable property? And,** incidentally, tell me **who sits at the head** in **the house of a *marzeiḥa*?**

HALAKHA

Whose creditor is she – בַּעֲלַת חוֹב שֶׁל מִי: With respect to her rights to one-tenth of the estate, the daughter has the status of a creditor vis-à-vis the brothers. Therefore, she may take this sum of money from intermediate-quality land without an oath. But if the brothers die and she wishes to collect from their inheritance, she must take an oath and may then collect only from the inferior-quality land, in accordance with the conclusion of the Gemara (Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:6; *Shulḥan Arukh*, *Even HaEzer* 113:3).

BACKGROUND

Intermediate-quality land and inferior-quality land – בֵּינוֹנִית וְזִיבּוּרִית: When one pays a debt with land rather than with money, differences among gradations of land quality must be taken into consideration. Although in any event, any land paid will have to be worth the cash sum in question, such that the more inferior the quality of the land, the more of it is necessary to make up the sum, the court still assumes that people prefer to receive smaller portions of high-quality land, since such properties require less maintenance. The Torah states explicitly that injured parties receive their damages from the highest-quality land: "Of the best of his own field, and of the best of his own vineyard, shall he make restitution" (Exodus 22:4). In principle, creditors receive their payment from inferior-quality land, but the Sages decreed that a creditor collects from intermediate-quality land, so as to maintain the incentive to lend.

LANGUAGE

Millstone [*itzterubela*] – אִיצְטְרוּבְּלָא: Apparently the root of the word *itzterubela* is the Greek στρόβιλος, *strobilos*, which can refer to the base of a millstone or other rounded, revolving items.

Roman mill at Ostia Antica

PERSONALITIES

Rav Anan – רַב עָנָן: Rav Anan was a second-generation Babylonian *amora* and a foremost disciple of Shmuel, although he occasionally related Rav's teachings as well. After Shmuel's death, he apparently served as one of the judges in the town of Neharde'a. Later, Rav Naḥman also lived there, although he was considerably younger than Rav Anan (see 78b).

Rav Anan was a contemporary of Rav Huna and may have been a bit younger than him. In any case, after the deaths of Rav and Shmuel, Rav Huna was regarded as the premier authority of the generation, to whom all of the Sages of the generation deferred. Although Rav Huna showed Rav Anan respect when meeting with him, Rav Anan was still not considered his equal.

Rav Anan's statements, both his own and those he said in the name of Shmuel, are found in several places in the Talmud, and Sages of the next generation also transmitted his teachings.

אֲזַל רַב שֵׁשֶׁת לְקַמֵּיהּ דְּרַב עָנָן, אֲמַר לֵיהּ: מָר – רַבָּה, וְרַב הוּנָא – רַבֵּיהּ דְּרַבָּה, וְשַׁמּוּתֵי שַׁמִּית מַאן דְּלָא אָמַר לֵיהּ, וְאִי לָאו דְּשַׁמִּית – לָא הֲוָה קָאָמִינָא: עָנָן, עָנָן! מִמְּקַרְקְעֵי אוֹ מִמְּטַלְטְלֵי, וּמַאן יָתֵיב בֵּי מַרְזֵיחָא בְּרֵישָׁא?

Rav Sheshet went before Rav Anan and reverentially **said to him,** addressing him in the third person: My **Master** is **a teacher, but Rav Huna** is the **teacher of** the **teacher. Moreover, he** readily **excommunicates whoever does not say to him,** i.e., to you, my teacher, his precise message, **and if** it **were not that** he would **excommunicate** me, **I would not say** his words: **Anan, Anan,** should the one-tenth be provided **from real estate or from movable property? And,** incidentally, tell me **who sits at the head** in **the house of a *marzeiḥa*?**

אֲזַל רַב עָנָן לְקַמֵּיהּ דְּמָר עוּקְבָא, אֲמַר לֵיהּ: חֲזִי מָר הֵיכִי שָׁלַח לִי רַב הוּנָא: עָנָן, עָנָן, וְעוֹד מַרְזֵיחָא דְּשָׁלַח לִי [לָא יָדְעִנָא] מַאי נִיהוּ? אֲמַר לֵיהּ: אֵימָא לִי אִיזִי,

Rav Anan went before Mar Ukva to consult with him about Rav Huna's reply. He **said to him:** Let the **Master see how Rav Huna sent me** an offensive message, addressing me as **Anan, Anan. Moreover,** with regard to this word ***marzeiḥa*** in the letter **that he sent me, I do not know what it is.** Mar Ukva **said to him: Say** to **me, my friend** [*izi*],[L]

LANGUAGE

My friend [*izi*] – אִיזִי: Rashi understands the word to mean: My friend, a term of affection and closeness, as translated in the Gemara here. However, the source and the definition of the word *izi* and its alternative form *izo* are not clear. Some believe that it means: Therefore, or: If so.

Perek **VI**
Daf **69** Amud **b**

גּוּפָא דְּעוּבְדָא הֵיכִי הֲוָה. אֲמַר לֵיהּ: הָכִי וְהָכִי הֲוָה מַעֲשֶׂה. אֲמַר לֵיהּ: גַּבְרָא דְּלָא יָדַע מַאי נִיהוּ מַרְזֵיחָא שָׁלַח לֵיהּ לְרַב הוּנָא ״הוּנָא חַבְרִין״? מַאי מַרְזֵיחָא – אָבֵל, דִּכְתִיב ״כֹּה אָמַר ה׳ אַל תָּבֹא בֵּית מַרְזֵחַ״ וגו׳.

how the incident itself happened. What are the particulars of your exchange that brought about this end result? **He said to him: Such and such was** the **incident,** and Rav Anan related the details to Mar Ukva. **He said to him: A man who does not know what a *marzeiḥa* is sends** a letter **to Rav Huna** addressing him as **Huna, our friend?** It is not your place to take such liberties in your correspondence with him, and Rav Huna was justifiably offended. The Gemara explains: **What is a *marzeiḥa*?**[L] **A mourner, as it is written: "For so says the Lord: Enter not into the house of mourning** [*marze'aḥ*], neither go to lament, neither bemoan them" (Jeremiah 16:5).

אָמַר רַבִּי אַבָּהוּ: מְנַיִן לְאָבֵל שֶׁמֵּיסֵב בָּרֹאשׁ – שֶׁנֶּאֱמַר ״אֶבְחַר דַּרְכָּם וְאֵשֵׁב רֹאשׁ וְאֶשְׁכֹּון כְּמֶלֶךְ בַּגְּדוּד כַּאֲשֶׁר אֲבֵלִים יְנַחֵם״. ״יְנַחֵם״ אֵחֵרִים מְשַׁמֵּעַ! אָמַר רַב נַחְמָן בַּר יִצְחָק: ״יְנֻחַם״ כְּתִיב.

Rabbi Abbahu said concerning the same topic: **From where** is it derived **that a mourner sits at the head?**[H] **As it is stated: "I chose out their way, and sat as chief, and dwelt as a king in the army, as one that would comfort** [***yenaḥem***] **the mourners"** (Job 29:25). The Gemara challenges the proof: The word ***yenaḥem* implies** one comforting **others** and not the mourner being comforted. **Rav Naḥman bar Yitzḥak said:** Since it is written without vowels, the word can be read **as** if **it were written "would be comforted** [***yinnaḥem***]," which describes the mourner who is being comforted.

מָר זוּטְרָא אָמַר: מֵהָכָא ״וְסָר מִרְזַח סְרוּחִים״ מָר וְזַח נַעֲשָׂה שַׂר לִסְרוּחִים.

Mar Zutra said: That the mourner sits at the head may be derived **from here: "And the revelry** [***mirzaḥ***] **of those who stretched themselves shall pass away** [***sar***]" (Amos 6:7). The word *mirzaḥ* may alternatively be read as two distinct words: Bitter [*mar*] and flustered [*zaḥ*], and the word *sar* has a homonym that means ruler. Read this way, the verse indicates: One who is **bitter and flustered,** i.e., the mourner, **is made** the **ruler of those who sit,** i.e., the visitors who come to comfort him and sit with him. Therefore, he sits at the head.

אָמַר רָבָא: הִלְכְתָא, מִמְּקַרְקְעֵי וְלָא מִמְּטַלְטְלֵי, בֵּין לְמְזוֹנֵי בֵּין לִכְתוּבָּה בֵּין לְפַרְנָסָה.

The Gemara reports the conclusion of the earlier discussion: Rava said: **The *halakha*** is that one may collect from the inheritors **from real estate and not from movable property,**[H] **whether for sustenance, whether for** the **marriage contract,**[H] or **whether for support,**[H] referring to the dowry.

HALAKHA

That a mourner sits at the head – אָבֵל שֶׁמֵּיסֵב בָּרֹאשׁ: When people comfort mourners, the mourners sit at the head, as is explained in the Gemara here (Rambam *Sefer Shofetim*, *Hilkhot Evel* 13:3; *Shulḥan Arukh*, *Yoreh De'a* 376:1).

From real estate and not from movable property – מִמְּקַרְקְעֵי וְלָא מִמְּטַלְטְלֵי: Although Rava ruled that sustenance may not be collected from movable items, since the *ge'onim* instituted that the marriage contract may be collected from movable items, the securities specified as stipulations of the marriage contract have the same status. Therefore, even sustenance for the daughters may be collected from movable properties (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:7; *Shulḥan Arukh*, *Even HaEzer* 112:7).

For the marriage contract – לִכְתוּבָּה: Although the Gemara rules that the marriage contract may be collected only from real estate, the ordinance of the *ge'onim* that allows the marriage contract to be collected from movable properties as well has been universally accepted (Rambam *Sefer Nashim*, *Hilkhot Ishut* 16:7; *Shulḥan Arukh*, *Even HaEzer* 100:1).

For support – לְפַרְנָסָה: Since the stipulations of the marriage contract do not include the requirement to provide one-tenth of the estate for a daughter's dowry, even nowadays, after the ordinance of the *ge'onim*, the one-tenth of the estate for a daughter's support is not collected from movable properties, in accordance with Rava's opinion (Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:5; *Shulḥan Arukh*, *Even HaEzer* 113:2).

LANGUAGE

Mourner [*marzeiḥa*] – מַרְזֵיחָא: This term appears in the Bible only in the two verses cited here in the Gemara. Determining its exact definition and origin presented a challenge even to the early commentaries. Some understand that each usage has its own meaning: The house of *marze'aḥ* described in Jeremiah is a house of mourning, but the *mirzaḥ seruḥim* mentioned by Amos is a feast.

This word also appears in Canaanite writings, where it denotes a feast. Some understand that the word has the same meaning in the Bible, implying a commemorative feast, either for joy or for mourning. In this vein, the Sages occasionally used the word for a meal eaten by mourners, or specifically for the meal of comfort, the first meal the mourners eat after a funeral.

HALAKHA

One who transfers money to his daughter by means of a third party – הַמַּשְׁלִישׁ מָעוֹת לְבִתּוֹ: If someone leaves an instruction to provide his daughter with a certain amount of money after his death, to be used to purchase real estate for her support, the daughter may direct the agent to deliver the money to her husband under certain limited circumstances. She has the authority to redirect the money only if she is a married adult, but not if she is a minor or if she is only betrothed. This follows the opinion of Rabbi Meir, as Rava, who was last in the discussion, ruled in accordance with his opinion. Moreover, the *halakha* is that it is a mitzva in these cases to fulfill the directives of the deceased (Rambam *Sefer Nashim*, *Hilkhot Ishut* 20:14; *Shulḥan Arukh*, *Even HaEzer* 54:1).

NOTES

It could be sold immediately – הֲרֵי הִיא מְכוּרָה מֵעַכְשָׁיו: As Rabbi Yosei holds that the daughter of the deceased is authorized to control the property, the commentaries ask: Does Rabbi Yosei acknowledge this principle discussed later in the Gemara, that it is a mitzva to fulfill the instructions of the dead?

The commentaries suggest two possible approaches. First, it may be argued that Rabbi Yosei simply disagrees with the principle entirely. Alternatively, he may agree that there is an obligation to carry out the wishes of the deceased but assert that this principle is not operative in the case at hand. As the daughter may handle the property as she pleases after the third party has discharged his agency of providing her with that property, the agency itself is not dependent upon the third party per se. The agency can be carried out just as well by the daughter.

מתני׳ הַמַּשְׁלִישׁ מָעוֹת לְבִתּוֹ, וְהִיא אוֹמֶרֶת: נֶאֱמָן בַּעְלִי עָלַי – יַעֲשֶׂה הַשָּׁלִישׁ מַה שֶּׁהוּשְׁלַשׁ בְּיָדוֹ, דִּבְרֵי רַבִּי מֵאִיר: רַבִּי יוֹסֵי אוֹמֵר: וְכִי אֵינָהּ אֶלָּא שָׂדֶה וְהִיא רוֹצָה לְמוֹכְרָהּ – הֲרֵי הִיא מְכוּרָה מֵעַכְשָׁיו. בַּמֶּה דְּבָרִים אֲמוּרִים – בִּגְדוֹלָה, אֲבָל בִּקְטַנָּה – אֵין מַעֲשֶׂה קְטַנָּה כְּלוּם.

MISHNA With regard to **one who transfers money** by means of a third party[H] **for his daughter** to purchase a field after she marries, is the daughter allowed to assert control over the money? **If she says** after she marries: **My husband is trustworthy for me,** so give him the money to buy the property for me, her wishes are not honored. **The third party should execute** the agency **that was entrusted in his power;** this is **the statement of Rabbi Meir. Rabbi Yosei says:** The daughter has authority: **And were it only a field and she wanted to sell it, it** could be **sold immediately.**[N] Just as she would have authority to control the field, she may control the money assigned for her. The mishna qualifies: **In what** case **is this statement said? With** respect to **an adult woman. But with** respect to **a minor girl,** any **action of a minor girl is nothing** from a legal standpoint; a minor would have no authority in this matter.

גמ׳ תָּנוּ רַבָּנַן: הַמַּשְׁלִישׁ מָעוֹת לַחֲתָנוֹ לִיקַּח מֵהֶן שָׂדֶה לְבִתּוֹ, וְהִיא אוֹמֶרֶת: יִנָּתְנוּ לְבַעְלִי, מִן הַנִּשּׂוּאִין – הָרְשׁוּת בְּיָדָהּ, מִן הָאֵירוּסִין – יַעֲשֶׂה הַשָּׁלִישׁ מַה שֶּׁהוּשְׁלַשׁ בְּיָדוֹ, דִּבְרֵי רַבִּי מֵאִיר. רַבִּי יוֹסֵי אוֹמֵר: הַגְּדוֹלָה, בֵּין מִן הַנִּשּׂוּאִין וּבֵין מִן הָאֵירוּסִין – הָרְשׁוּת בְּיָדָהּ. קְטַנָּה, בֵּין מִן הַנִּשּׂוּאִין בֵּין מִן הָאֵירוּסִין – יַעֲשֶׂה הַשָּׁלִישׁ מַה שֶּׁהוּשְׁלַשׁ בְּיָדוֹ.

GEMARA **The Sages taught** in the *Tosefta* (6:9): In the case of **one who transfers money** by means of a third party **for his son-in-law, in order to purchase with it a field for his daughter, and she says: Let** the money **be given** directly **to my husband** to invest as he sees fit, whether or not the court heeds her depends upon the circumstances. If she makes her appeal **from** the beginning of **the marriage** and onward, **she has** the **authority** to dictate the terms. If she makes her appeal **from** the time of **the betrothal** until the marriage, **the third party should execute** the agency **that was entrusted in his power;** this is **the statement of Rabbi Meir. Rabbi Yosei says:** With respect to **the adult woman, whether** the statement is **from the marriage or from the betrothal, she has authority.** In the case of **a minor girl, whether from** the time of **the marriage or from the betrothal, the third party should execute** the agency **that was entrusted in his power.**

מַאי בֵּינַיְיהוּ? אִילֵימָא קְטַנָּה מִן הַנִּשּׂוּאִין אִיכָּא בֵּינַיְיהוּ, דְּרַבִּי מֵאִיר סָבַר הָרְשׁוּת בְּיָדָהּ, וְאָתָא רַבִּי יוֹסֵי לְמֵימַר אֲפִילּוּ מִן הַנִּשּׂוּאִין נַמִּי, גְּדוֹלָה – אִין, קְטַנָּה – לָא.

The Gemara clarifies: In the dispute between Rabbi Meir and Rabbi Yosei, **what is** the practical difference **between them? If we say: The practical difference between them** pertains to the authority of **a minor girl from** the time of the **marriage** and onward, **as Rabbi Meir holds she has authority, and Rabbi Yosei comes to say that also, even from** the time of **the marriage, yes, an adult woman** may dictate terms, but **a minor girl** may **not,** this answer is untenable.

אֵימָא סֵיפָא: אֲבָל בִּקְטַנָּה – אֵין מַעֲשֶׂה קְטַנָּה כְּלוּם. הָא מַאן קָתָנֵי לָהּ? אִילֵימָא רַבִּי יוֹסֵי – הָא מֵרֵישָׁא שָׁמְעַתְּ מִינָּהּ, דְּאָמַר רַבִּי יוֹסֵי: וְכִי אֵינָהּ אֶלָּא שָׂדֶה, וְהִיא רוֹצָה לְמוֹכְרָהּ – הֲרֵי הִיא מְכוּרָה מֵעַכְשָׁיו. גְּדוֹלָה דְּבַת זְבִינֵי – אִין, קְטַנָּה דְּלָאו בַּת זְבִינֵי הִיא – לָא!

The Gemara explains: **Say the latter clause** of the mishna: **But with** respect to **a minor girl,** any **action of a minor girl is nothing. But who teaches this? If we say it is Rabbi Yosei, but you** already **learn** this principle **from the first clause, as Rabbi Yosei said: And were it only a field and she wanted to sell it, it** could be **sold immediately.** This is true of adults: In the case of **an adult woman, who is capable of selling, yes,** her sale is valid. However, in the case **a minor girl, who is not capable of selling, no,** her sale is invalid.

אֶלָּא רַבִּי מֵאִיר הִיא וְחַסּוּרֵי מִיחַסְרָא וְהָכִי קָתָנֵי: יַעֲשֶׂה הַשָּׁלִישׁ מַה שֶּׁהוּשְׁלַשׁ בְּיָדוֹ, בַּמֶּה דְּבָרִים אֲמוּרִים – מִן הָאֵירוּסִין, אֲבָל מִן הַנִּשּׂוּאִין – הָרְשׁוּת בְּיָדָהּ. בַּמֶּה דְּבָרִים אֲמוּרִים – בִּגְדוֹלָה, אֲבָל בִּקְטַנָּה – אֵין מַעֲשֶׂה קְטַנָּה כְּלוּם. אֶלָּא, גְּדוֹלָה מִן הָאֵירוּסִין אִיכָּא בֵּינַיְיהוּ.

Rather, the latter clause **is** the opinion of **Rabbi Meir. And** the mishna **is incomplete and this** is what **it is teaching: The third party should execute** the agency **that was entrusted in his power. In what** case **is this statement said? From the betrothal. However, from the marriage she has the authority** to dictate terms. **In what** case **is this statement said? For an adult woman. However, for a minor girl,** any **action of a minor girl is nothing.** Rabbi Meir agrees that a minor does not have the authority to transfer the money to her husband. What, then, is the practical difference between them? **Rather,** the **practical difference between them is** with regard to **an adult woman from** the time of **betrothal** until the marriage. Rabbi Meir holds that before marriage, she does not have the authority, and Rabbi Yosei holds that she does.

אִיתְּמַר, רַב יְהוּדָה אָמַר שְׁמוּאֵל: הֲלָכָה כְּרַבִּי יוֹסֵי. רָבָא אָמַר רַב נַחְמָן: הֲלָכָה כְּרַבִּי מֵאִיר.

It was stated that the matter was debated by *amora'im*: **Rav Yehuda** said that **Shmuel said: The *halakha* is in accordance with** the opinion of **Rabbi Yosei. Rava** said that **Rav Naḥman said: The *halakha* is in accordance with** the opinion of **Rabbi Meir.**

אִילְפָא תְּלָא נַפְשֵׁיהּ בְּאִיסְקַרְיָא דְּמָכוּתָא. אֲמַר: אִיכָּא דְּאָתֵי דְּאָמַר לִי מִילְּתָא דִּבְרֵי רַבִּי חִיָּיא וְרַבִּי אוֹשַׁעְיָא וְלָא פָּשֵׁיטְנָא לֵיהּ מִמַּתְנִיתִין – נְפִילָא מֵאִסְקַרְיָא, וְטָבְעֵנָא.

§ Once, it was decided to appoint Rabbi Yoḥanan to be head of the yeshiva over another candidate, the Sage Ilfa, because the latter was not in the vicinity. Suspecting that some would interpret this appointment as a sign that he was less qualified than Rabbi Yoḥanan, **Ilfa**[P] **suspended himself from the mast** [*iskarya*][L] **of a ship** [*makhuta*].[L] **He said:** If **there is** someone **who comes, who tells me a matter** taught in a *baraita* **of the school of Rabbi Ḥiyya and Rabbi Oshaya, and I do not resolve it** and demonstrate that the same teaching can be derived **from a mishna, I will fall from the mast and drown.**

אֲתָא הַהוּא סָבָא, תָּנָא לֵיהּ: הָאוֹמֵר ״תְּנוּ שֶׁקֶל לִבָּנַי בְּשַׁבָּת״ וּרְאוּיִן לִיתֵּן לָהֶם סֶלַע – נוֹתְנִין לָהֶם סֶלַע. וְאִם אָמַר ״אַל תִּתְּנוּ לָהֶם אֶלָּא שֶׁקֶל״ – אֵין נוֹתְנִין לָהֶם אֶלָּא שֶׁקֶל. וְאִם אָמַר ״אִם מֵתוּ יִירְשׁוּ אֲחֵרִים תַּחְתֵּיהֶם״ – בֵּין שֶׁאָמַר ״תְּנוּ״, בֵּין שֶׁאָמַר ״אַל תִּתְּנוּ״ – אֵין נוֹתְנִים לָהֶם אֶלָּא שֶׁקֶל.

A certain older man came and **taught** before **him** (*Tosefta* 6:10): With regard to **one who says** upon his deathbed: **Give a shekel to my sons**[H] **for** each **week,** the court assesses the sons' needs. **And** if it is **appropriate** that the court **gives them a *sela*,** which is worth two shekels, the court **gives them a *sela*.** Had the father known they would need the additional money, he would not have begrudged them. **But if he said: Give them only a shekel,** the court **gives them only a shekel.** Because their father spoke explicitly, there is no room to question his intentions. If they need more, they should take charitable aid. **And if he said: If they die** without inheritors, **others should inherit in their stead,** then **whether he said: Give** a shekel **or whether he said: Don't give** more than a shekel, the court **gives them only a shekel,** since it is clear that he wants the inheritance to be doled out in such a way that it will remain intact for whoever will receive it. The older man asked Ilfa where this *halakha* is indicated in the Mishna.

אֲמַר לֵיהּ: הָא מַנִּי

Ilfa **said to him:** In accordance with **whose** opinion **is this** *baraita*?

Perek **VI**
Daf **70** Amud **a**

רַבִּי מֵאִיר הִיא, דְּאָמַר: מִצְוָה לְקַיֵּים דִּבְרֵי הַמֵּת.

It is in accordance with the opinion of **Rabbi Meir, who says it is a mitzva to fulfill the instructions of the dead,**[N] as the mishna states that the third party must fulfill the instructions of the deceased, although the daughter is likely to do as she pleases after the third party fulfills his part. In this manner, Ilfa successfully answered the man's challenge.

PERSONALITIES

Ilfa – אִילְפָא: Ilfa, who is called Ḥilfa or Ḥilfai in the Jerusalem Talmud, was a first- and second-generation *amora* in Eretz Yisrael. In his youth, he was a student of Rabbi Yehuda HaNasi, and afterward he studied together with his own younger contemporary, Rabbi Yoḥanan.

In the face of financial challenges, both Ilfa and Rabbi Yoḥanan decided to pursue trade. However, Rabbi Yoḥanan changed his mind and continued to engage in the study of Torah amidst hardship. Meanwhile, Ilfa left to pursue commercial opportunities, evidently overseas.

During this period, the position of the head of the Yeshiva became vacant, and Rabbi Yoḥanan was elected to fill the office. When Ilfa returned, some claimed that he did not gain the appointment because he was not sufficiently accomplished in Torah study. As a result, Ilfa sought to demonstrate his prowess in Torah study.

His teachings, as well as records of his personal notes, are found both in the Babylonian and the Jerusalem Talmud. In addition, his colleague Rabbi Yoḥanan occasionally cites opinions in his name.

LANGUAGE

Mast [*iskarya*] – אִסְקַרְיָא: From the Greek ἱστοκεραία, *istokeraya*, meaning mast.

Ship [*makhuta*] – מָכוּתָא: Like other words relating to seafaring, this word has traveled widely. It appears in numerous languages, both Semitic and Indo-European. Its precise etymology is unknown, although possibilities include a relation to the Persian makok, meaning ship or boat, or the Akkadian makkūtu, meaning boat.

HALAKHA

One who says: Give a shekel to my sons – הָאוֹמֵר תְּנוּ שֶׁקֶל לִבָּנַי: If one leaves the instruction that after his death his sons should receive one shekel for their needs each week, and he says that others should inherit in their place in the event that his sons die, the court should give the sons only one shekel. This is so even if their needs are greater than one shekel, and even if the father says: Give them one shekel, rather than saying: Give them no more than one shekel. This ruling follows the opinion of Rabbi Meir (Rambam *Sefer Kinyan*, *Hilkhot Zekhiya UMattana* 12:6; *Shulḥan Arukh*, *Ḥoshen Mishpat* 253:17).

NOTES

It is a mitzva to fulfill the instructions of the dead – מִצְוָה לְקַיֵּים דִּבְרֵי הַמֵּת: A number of questions are raised with respect to this dictate, which is accepted as *halakha*. *Tosafot* ask: If there is always a mitzva to carry out the directives of the deceased, including those pronounced by the deceased even before he fell ill, then why is there a separate *halakha* that insists separately: The pronouncements of someone on his deathbed have the status of statements written and delivered?

One possible answer is that the Gemara is describing merely a kind of moral imperative to carry out the wishes of the deceased, and this imperative is not legally binding. However, this answer is not valid, as it is clear from the Talmud that the court may even coerce someone to execute the agency of the deceased.

A number of alternative explanations are offered. One opinion maintains that the obligation to fulfill the statement of the deceased applies only to those statements that the person said as a command but that the words of someone on his death bed have heightened gravity however the person expresses them (*Tosafot* on *Bava Batra* 149a, citing Rivam; Rash). Another opinion claims that one who was directly addressed by the deceased has a mitzva to carry out his wishes, but others do not have this obligation (Rash, citing Ri). A variation on this opinion asserts that the mitzva applies only if the dead has either set aside the money necessary to fulfill his directive or entrusted the task to one in a position to carry it out (*Tosafot*, citing Rabbeinu Tam).

Finally, another explanation maintains that when a certain task is designated a mitzva, minors have no obligation to perform the task, as minors are categorically exempt from performing mitzvot (Ran on *Gittin*). Later authorities discuss this approach at some length (see *Maḥane Efrayim*).