

אם במתנה נוטלן – לא כך יפה כחו.

If he takes it as a gift, his power as a creditor is not enhanced in this manner. He is not served well because he would not be able to seize property sold to a third party in order to receive his gift. So too, the widow can sell property and then decide later for what purpose she sold it.

ביצד מוכרת? אמר רבי דניאל בר רב קטינא אמר רב הונא: מוכרת אחת לשנים עשר חדש, ולוקח מפרנס אחת לשלשים יום. ורב יהודה אמר: מוכרת לששה חדשים, ולוקח מפרנס אחת לשלשים יום.

§ The Gemara asks: How does a widow sell property to earn money for her support? Rabbi Daniel bar Rav Ketina said that Rav Huna said: She sells her late husband's property once every twelve months and the buyer who purchased the property from her provides her with money once every thirty days.^N And Rav Yehuda said: She sells once every six months and the buyer provides her with money once every thirty days.

תנא בוותיה דרב הונא: מוכרת לשנים עשר חדש ולוקח מפרנס אחת לשלשים יום. תנא בוותיה דרב יהודה: מוכרת לששה חדשים, ולוקח מפרנס אחת לשלשים יום.

The Gemara notes: It is taught in a *baraita* in accordance with the opinion of Rav Huna: She sells once every twelve months, and the buyer provides her with support once every thirty days. So too, it is taught in a *baraita* in accordance with the opinion of Rav Yehuda: She sells once every six months, and the buyer provides her with money once every thirty days.

אמר אמימר: הלכתא, מוכרת לששה חדשים ולוקח מפרנס אחת לשלשים יום. אמר ליה רב אשי לאמימר: דרב הונא מאי? אמר ליה: לא שמייע לי בלומר, לא סבירא לי.

Ameimar said: The *halakha* is that she sells once every six months and the buyer provides her with money once every thirty days, in accordance with the opinion of Rav Yehuda.^H Rav Ashi said to Ameimar: What do you have to say about the opinion of Rav Huna? He said to him: I did not hear about this statement; that is to say, I do not hold in accordance with it.

בעו מיניה מרב ששית: מוכרת למזונות, מהו שתחזור ותטרוף לכתובה?

§ The students raised a dilemma to Rav Sheshet: If a woman sells property for her sustenance, what is the *halakha*? Can she return and seize those very properties that she had sold, as payment for her marriage contract?

קמיבעיא להו בדרב יוסף. דאמר רב יוסף: ארמלתא דדיבין – אחריות איתמי, ובי דינא דיבין – אחריות איתמי. מאי,

The Gemara explains: They raised this dilemma in reference to a *halakha* established by Rav Yosef, as Rav Yosef said: In the case of a widow who sold liened property to a third party, the property guarantee rests upon the orphans. If the property was seized from the purchasers in payment of a previous debt, then the purchasers are reimbursed by the orphans. And so too, in the case of a court that sold property belonging to the deceased, the property guarantee rests upon the orphans.^H It is in light of this *halakha* that the dilemma was raised to Rav Sheshet: What is the *halakha* in this case?

NOTES

Once every thirty days – אחת לשלשים יום: It is explained in the Jerusalem Talmud that she does not sell the property at larger intervals because it is possible that she would then be depriving the heirs of their rights. During the time between sales, she may marry or want to collect her marriage contract, in which case she no longer has the rights to claim support from the property

of her former husband. On the other hand, the Sages did not want to inconvenience her to go to court every single day to receive sustenance. The Rivan explains similarly that she does not sell property once every thirty days because that would be too troublesome, and it would be difficult to find buyers for such a small plot of land.

HALAKHA

How does she sell for her sustenance – ביצד מוכרת למזונות: Property is sold so that the widow will be provided sustenance from the sale for six months and no more. The terms of the sale call for the buyer to provide her with that support every thirty days. Then she can once again sell property for another period of six months. This ruling is in accordance with the opinion of Ameimar. The Rema writes that there are some who say that this was said only with regard to the sale of land, but in the present, when she sells movable property, she should sell only one item at a time (*Tur*, citing *Sefer Halittur*).

If she cannot find a buyer who will make the purchase for

a term of six months, she may sell for a longer period, based on the decision of the judges (Ritva, citing Rabbi Meir HaLevi; Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:21; *Shulhan Arukh*, *Even HaEzer* 93:30–31).

The guarantee rests upon the orphans – אחריות איתמי: If a widow sold property that belonged to her deceased husband, whether she sold out of court or whether the court sold it on her behalf, the guarantee for the sale is provided by the heirs, in accordance with the statement of Rav Yosef (Rambam *Sefer Nashim*, *Hilkhot Ishut* 17:13; *Shulhan Arukh*, *Even HaEzer* 93:29, 103:2).

עד כְּדֵי כְּתוּבָתָהּ – Until the value of her marriage contract – The Rif explains that the Gemara intends to say that the woman can sell property for her sustenance only to the point where the aggregate amounts of the individual sales are equal to but not more than the value of her marriage contract. Some explain the rationale for this by saying that since the woman's sustenance is one of the terms of the marriage contract, it cannot be that the subordinate clause should have a greater value than the primary clause. Others explain that as long as she sells only up to the sum of her marriage contract, even in the event that she ends up taking more than what is allotted to her, the court can withdraw the balance from her when she comes to collect payment for her marriage contract. However, if she took more than she should, there is no way to withdraw the balance from her (see Rabbeinu Hananel). Some of the early commentaries are of the opinion that even the Rif changed his mind about this toward the end of his life.

בין ולא איצטריכו וכו' – Sold and he did not need, etc. – The connection between the dilemma with regard to one who sells then realizes he does not need money and the previous discussion is unclear, and various explanations are presented by the commentaries. One explanation is that this connects with the *halakha* concerning the intervals at which the widow sells her late husband's property, as that *halakha* is associated with the possibility that her circumstances will change, as explained in the earlier note.

This suggestion is found in the *Ayelet Ahavim*, where it is explained that this is a case of a widow who thought that she was about to remarry and sold property to collect payment of her marriage contract, only to find out that she was mistaken. A similar case is described in the Jerusalem Talmud, where the orphans deceived the widow and made her believe that someone wanted to marry her, to prevent her from demanding sustenance. There it is explained that because both the sale and the widow's waiver were done in error, the sale is void.

בין דאחריות איתמי – טרפא, או דלמא מצי אמרי לה: נהי דאחריות דעלמא לא קבילת עילוך, אחריות דנפשוך – מי לא קבולי קבילת?

אמר ליה: תניתוה, מוכרת והולכת עד כדי כתובתה, וסמך לה שתגבה כתובתה מן השאר. שמע מינה: שירא – אין, לא שירא – לא.

ודלמא יעצה טובה קא משמע לן, דלא ליקרו לה הדרינתא? אם בן ליתני גובה כתובתה מן השאר, מאי "סמך לה" – שמע מינה: שירא – אין, לא שירא – לא.

איבעיא להו: בין ולא איצטריכו ליה זוזי, הדרי זביני או לא הדרי זביני?

Is the *halakha* that since the property guarantee rests on the orphans, she is able to seize the property? Or perhaps the buyers are able to say to her: Granted, you did not accept upon yourself a property guarantee for everyone, and it is the heirs and not you who have to reimburse us if our property is seized; however, did you not accept a guarantee about your own actions, that you as the seller will not return and seize the property from us?

Rav Sheshet said to the one who raised the dilemma: You learned in a *baraita*: A widow sells the deceased's property for her sustenance, and she continues to do so until there is nothing left except the value of her marriage contract,^{nh} and she relies upon the fact that she will collect payment of her marriage contract from the remainder of the property. Learn from this that if she left property equal in value to her marriage contract, then yes, she can sell it as payment of her marriage contract; but if she did not leave property, then no, she cannot collect her marriage contract. If she could simply seize the land from the buyers, she would not need to set aside part of her husband's property to use as payment for her marriage contract. She could sell all the land for sustenance and afterward return and seize the property from the purchasers.

The Gemara rejects this proof: But perhaps the *baraita* teaches us good advice, so that they will not call her a retractor and say that she is an untrustworthy individual who goes back on agreements into which she entered. However, legally, she is able to seize the property from the buyers. The Gemara answers: If that is so, and the *baraita* intended only to give advice, let it simply teach: She collects payment of her marriage contract from the remainder. What is the purpose of the added emphasis of: She relies? Learn from this that the *baraita* is worded in a precise manner and teaches that if she left property, yes,^h she can collect payment of her marriage contract. If she did not leave over, no, she cannot collect payment of her marriage contract.

§ A dilemma was raised before the scholars: If someone sold properties because he needed money for a certain purpose and in the end he did not needⁿ the money^h for that purpose, is this considered a sale conducted in error, so that the seller can renege on the deal and the sale is reversed? Or, is the sale not reversed and what is done is done?

HALAKHA

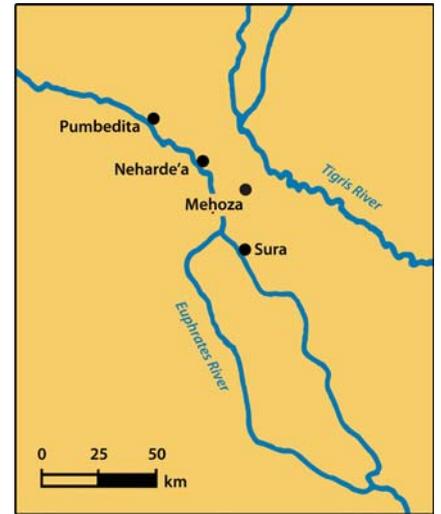
She continues to do so until there is nothing left except the value of her marriage contract – מוכרת והולכת עד כדי כתובתה – A widow may sell properties belonging to her husband to provide herself with sustenance until the point where what is left of his properties is equal to the value of her marriage contract. She may then collect her marriage contract from the rest of his properties. This ruling is in accordance with the explanation of Rashi. Some commentaries are of the opinion that if the produce of the husband's fields is not sufficient to provide her sustenance, she receives sustenance through selling the properties themselves, but only up to the value of her marriage contract and no more (Rif). The Rambam, the Rosh, and other early commentaries disagree with this opinion. The Ra'avad wrote that the Rif later retracted this opinion (Rambam *Sefer Nashim*, *Hilkhot Ishut* 18:21; *Shulhan Arukh*, *Even HaEzer* 93:13).

If she left property, yes, etc. – שירא, אין וכו' – If a widow sold properties belonging to her deceased husband, the guarantee rests on the orphans. Nevertheless, when she comes to collect payment of her marriage contract, she cannot seize lands that she previously sold. This ruling is in accordance with the opinion of Rav Sheshet (*Shulhan Arukh*, *Even HaEzer* 93:29).

He sold and he did not need the money – בין ולא איצטריכו ליה זוזי – One who sold his property and expressly stated during the transaction that he is selling it so that he should be able to go to a certain destination or because he needs money for some other reason, it is as if he sold the property conditionally. Therefore, if in the end he did not need the money, he returns the money to the buyer and receives his property in return. This *halakha* is in accordance with the conclusion of the Gemara. However, if one did not state the reason for the sale at the time of the transaction, the sale is final even if it was apparent to all why he was selling the property. This is in accordance with the conclusion of the Gemara in tractate *Kiddushin* (50a). The Rema writes that even with regard to unstated intentions, if there is an assessment that proves that one truly sold for a particular purpose, the transaction is voided (*Tosafot*; Rosh). Some say that with regard to gifts, unspoken intentions are always taken into consideration (*Haggahot Alfasi*).

The Rema writes that this *halakha* applies only in the case of the sale of land and not in a sale of movable property. In the latter case, making one's intentions known and public at the time of the transaction is not enough. To allow the possibility of reversing the transaction, one must make an effective condition (*Tur*, citing Rashi and Rabbeinu Hananel; Rambam *Sefer Kinyan*, *Hilkhot Mekhira* 11:8–9; *Shulhan Arukh*, *Hoshen Mishpat* 207:3–4).

Drought in Neharde'a – בַּצֹּרְתָא...בְּנְהַרְדְּעָא: Although the city of Neharde'a was situated on the watershed where the Malka River drained into the Euphrates, it was still on the edge of the Syrian desert. Therefore, though the fields were well irrigated by canals that flowed from the rivers, a year without precipitation and the resulting decrease in water levels could lead to only some of the fields being irrigated, causing shortages in food supply.



Map of central Babylonia

תָּא שְׁמַע: דִּהְוָא גְּבִירָא דְּזָבִין אַרְעָא לְרַב פָּפָא, דְּאַצְטְרִיכוּ לֵיהּ זִוְוִי לְמִיזְבִּין תּוֹרִי. לְסוּף לָא אִיצְטְרִיכוּ לֵיהּ, וְאִהְדְּרִיהּ מִנְהִלְיָה רַב פָּפָא לְאַרְעִיהּ – רַב פָּפָא לְפָנִים מִשְׁוֹרֵת הַדִּין הוּא דְעָבֵד.

The Gemara suggests: **Come and hear a proof:** There was a certain man who sold land to Rav Pappa^p because he needed money to buy oxen. In the end, he did not need the moneyⁿ and regretted having sold the land, and Rav Pappa returned his land to him. The Gemara rejects this: This is not a proof, as Rav Pappa acted in a manner that was beyond the letter of the law.

תָּא שְׁמַע: דִּהְוָא בַּצֹּרְתָא דִּהוּהּ בְּנְהַרְדְּעָא, וּבְנִגְנָהוּ כּוּלֵי עַלְמָא לְאַפְדְּנִיהוּ. לְסוּף אָתוּ חִיטִּי. אָמַר לְהוּ רַב נַחְמָן: דִּינָא הוּא דִּהְדְּרִי אַפְדְּנִי לְמַרְיָהּ.

Come and hear another proof: There was a certain drought in Neharde'a^b during which everyone sold his mansion [appadna] in order to buy wheat. In the end, wheat arrived, driving down the price, rendering their sale unnecessary. Rav Nahman said to them: The halakha is that the mansions are returned to their previous owners. It is evident that he holds that a sale that was prompted by the need for money is voided if it becomes clear that the seller no longer needs the money.

הָתָם נִמְי, זְבִינִי בְטָעוּת הוּוּ, דְּאִיגְלָאי מִלְתָּא דְאַרְבָּא בְּעֻקְלֵי הוּוּהּ קִימָא.

The Gemara answers: **There too, the sale was conducted in error, as it became known that the ship with the wheat was already in the bays of the river at the time when the mansions were sold.** Had they known that the ship was so close, they would not have sold their property. This is a case of an error at the time of the sale, which is different from a case where the circumstances changed after the sale.

אִי הָכִי, הֵינֵנוּ דְאַמְר לֵיהּ רַמִּי בַר שְׁמוּאֵל לְרַב נַחְמָן. אִם כֵּן נִמְצְאָת מַכְשִׁילוֹן לְעֵתִיד לְבָא! אָמַר לֵיהּ: אִטוּ כָּל יוֹמָא בַּצֹּרְתָא שְׂכִיחָא? אָמַר לֵיהּ: אִין, בַּצֹּרְתָא בְּנְהַרְדְּעָא מְשַׁבַּח שְׂכִיחָא.

The Gemara offers proof that the error was already present at the time of the transaction: **If so, this is what Rami bar Shmuel saidⁿ to Rav Nahman** when he questioned his ruling: **If this is so, and the mansions need to be restored to their previous owners, you find yourself obstructing them for the future.** As a result of this ruling, people will not want to buy land because they will worry that the seller will change his mind. Rav Nahman said to him: **Is that to say that it is so common, that there is a drought every day?** I said that the properties are returned only in these specific circumstances. **He said to him: Yes, in Neharde'a drought is a frequent occurrence.**

וְהִלְכְתָּא: זְבִין וְלָא אִיצְטְרִיכוּ לֵיהּ זִוְוִי – הָדְרִי זְבִינִי.

The Gemara concludes: **And the halakha is that if one sold properties for a certain purpose and in the end did not need the money for that reason, the sale is reversed.**

PERSONALITIES

Rav Pappa – רַב פָּפָא: Rav Pappa belonged to the fifth generation of the *amora'im* of Babylonia. He was a student of both Abaye and Rava in Pumbedita. Rav Pappa established an academy in Neresh, where he was joined by his close friend Rav Huna, son of Rav Yehoshua, who was appointed chief lecturer. After Rava's death, many of his students came to study under Rav Pappa, who had more than two hundred students attending his lectures. Rav Pappa's father was a wealthy merchant and supported him throughout many years of Talmud study. Rav Pappa became a wealthy businessman in his own right, a successful brewer of date beer. He also prospered in other business ventures. The Talmud

records that he engaged in trade with both Jews and gentiles and had a reputation for fairness and generosity in his business dealings.

Rav Pappa was blessed with ten sons, all of whom were Torah scholars. Traditionally, the names of the ten sons of Rav Pappa are recited as part of the ceremony at the completion of the study of a tractate. While the source of this tradition is unclear and the identities of the sons are uncertain as well, the Rema suggests that it commemorates the celebrations made by Rav Pappa with his sons upon completing a course of study.

NOTES

He did not need the money – לָא אִיצְטְרִיכוּ לֵיהּ: Rashi, the Rivan, and others are of the opinion that this is a case in which it was clear and known to all that the one from whom Rav Pappa purchased land was selling his property in order to purchase the oxen. The Ra'ah explains similarly.

However, Rav Hai Gaon, other *ge'onim*, *Tosafot*, and most of the commentaries maintain that even if the matter is public knowledge it is still considered an unspoken thought that has no legal significance. Rather, here the Gemara is referring to a case where the seller said explicitly at the time of the transaction that he was selling his property for that purpose.

אי הָכִי, הֵינֵנוּ דְאַמְר וכו' – If so, this is what he said, etc. – Rashi explains this line of the Gemara in a somewhat unusual manner, as a statement supporting the previous statement. *Tosafot* cites the Rashbam, who explains that this is a refutation of the previous statement, which said that the decision was based on the ships being delayed in the bays of the river. That type of an occurrence is certainly uncommon. Rather, it must be said the transaction was voided because they sold for a certain purpose that later on became unnecessary.

NOTES

A widow from marriage sells when not in court – מן הנשואין מוכרת שלא בבית דין וכו' Rashi and most commentaries explain that a widow from marriage may sell out of court because the Sages did not want to inconvenience her to have to go to the court every time that she needed money for her sustenance. However, a betrothed woman who is selling property to receive payment of her marriage contract needs to do so in court.

The Ritva disagrees and explains that if this is truly the distinction between the cases, then the distinction in the mishna should have been between the marriage contract and sustenance, and not between a woman widowed from betrothal and a woman widowed from marriage. He explains that the reason a married woman sells out of court is related to her sustenance, but it is to benefit the heirs and not to help her. Once she collects payment of her marriage contract, the heirs no longer have to provide her sustenance, so it is in their interest that the sale not be delayed. This reason does not apply in the case of a betrothed woman, who is not provided sustenance by the heirs.

מתני' אלמנה. בין מן האירוסין בין מן הנשואין – מוכרת שלא בבית דין.

רבי שמעון אומר: מן הנשואין – מוכרת שלא בבית דין, מן האירוסין – לא תמכור אלא בבית דין, מפני שאין לה מזונות. וכל שאין לה מזונות – לא תמכור אלא בבית דין.

גמ' בשלמא מן הנשואין – משום מזוני,

MISHNA A widow, whether widowed from betrothal or from marriage, sells her husband's property when not in court.

Rabbi Shimon says: A widow from marriage sells when not in court,^{NH} but a widow from betrothal may sell only in court, because she does not receive sustenance from her husband's property. She receives only her marriage contract, and anyone who does not receive sustenance may sell only in court.

GEMARA The Gemara elaborates: **Granted, a widow from marriage may sell when not in court due to the fact that her sustenance is a pressing concern, so one does not make her wait until she finds a court that will oversee her sale.**

HALAKHA

A widow from marriage sells when not in court – מן הנשואין: A widow, whether from marriage or from betrothal, may sell property both in and out of court, provided that she sells in the presence of three credible individuals who are experts in the assessment of land values. This *halakha* is in accordance with the anonymous opinion presented in the

mishna, and with the conclusion of the Gemara in tractate *Bava Metzia*, Chapter Two.

The Rambam rules that if she sold the property to someone in a private sale, with only her and the buyer present, at fair market value, the sale is effective, while others disagree (Rambam *Sefer Nashim, Hilkhot Ishut* 17:13; *Shulhan Arukh, Even HaEzer* 103:1).

Perek XI
Daf 97 Amud b

NOTES

Due to desirability – משום חניא: Most commentaries explain, as Rabbeinu Hananel does, that the intent is that various rights were given to women so that men would desire to marry them. However, Rashi explains otherwise, that the intent is to make the men desirable in the eyes of the women so that the women will want to marry the men. If women know that they will have troubles after they wed, they will not wish to marry. Not only does Rashi's opinion not fit well with the Gemara here (see Ritva), it also stands in contradiction to the Gemara (86a) that states that women wish to be married more than men wish to marry them (see Meiri).

A man does not care if his ex-wife is disgraced – וגרושה: This is the opinion of the Gemara here. However, in the Jerusalem Talmud it is explained at length that one does not want his ex-wife to be disgraced either. What is more, there is even a mitzva to care for her, based on the verse: "Do not disregard your own flesh" (Isaiah 58:7). Some say the verse is referring to a divorcée from betrothal, with whom one did not have an intimate relationship. It can also be explained that even if he does not wish to disgrace her, he is nevertheless unconcerned about the slight embarrassment involved in her going to court (see *Hatam Sofer*).

אלא מן האירוסין מאי טעמא? אמר עולא: משום חניא. רבי יוחנן אמר: לפי שאין אדם רוצה שתתבזה אשתו בבית דין.

מאי בינייהו? איבא בינייהו גרושה. למאן דאמר: משום חניא – גרושה נמי בעיא חן. למאן דאמר: לפי שאין אדם רוצה שתתבזה אשתו בבית דין – גרושה לא איכפת ליה.

תנן: וגרושה לא תמכור אלא בבית דין. בשלמא למאן דאמר לפי שאין אדם רוצה שתתבזה אשתו בבית דין – גרושה לא איכפת ליה, אלא למאן דאמר משום חניא – גרושה נמי בעיא חן!

However, what is the reason that a widow from betrothal may sell property when not in court? Ulla said: **Due to desirability.**^N The Sages enacted several ordinances on behalf of women, so that men will want to marry them. **Rabbi Yohanan said: Because a man does not want his wife to be disgraced by being involved in court proceedings.**

The Gemara asks: **What is the practical difference between the two opinions?** The Gemara answers: The practical difference between them is in the case of a divorcée. **According to the one who says that it is due to desirability, a divorcée also requires desirability. But according to the one who says that it is because a man does not want his wife to be disgraced in court, a man does not care if his ex-wife is disgraced.**^N

We learned in the mishna (97b): **And a divorcée may sell only in court.**^H The Gemara asks: **Granted, according to the one who says that this is because a man does not want his wife to be disgraced in court, here he does not care if his ex-wife is disgraced. However, according to the one who says that it is due to desirability, a divorcée also requires desirability, so why should she be required to sell in court?**

HALAKHA

A divorcée may sell only in court – גרושה לא תמכור אלא בבית דין: Although a widow sells property out of court, a divorcée must sell only in court. This ruling is in accordance with the opinion of Rabbi Yohanan. A widow who has remarried may also sell only in court. It is explained in the *Helkat Mehokek* that once she remarries her first husband would not be concerned about her

denigration. However, it is explained in the *Be'er HaGola* and by the Vilna Gaon that the *halakha* was decided in accordance with Ulla and in accordance with Rabbeinu Hananel's interpretation of the word desirability (Rambam *Sefer Nashim, Hilkhot Ishut* 17:13; *Shulhan Arukh, Even HaEzer* 103:3).

A widow from betrothal, etc. – אִלְמָנָה מִן הַיְרוּסִין וְכוּ' – There is an alternate version of this Gemara that states that a widow from betrothal has more desirability. Since she is a virgin and does not have the deficiency of being a divorcée, she has a lot of desirability, unlike a divorcée. The version that appears in this Gemara can be explained as referring to the desirability that she needs, not to the desirability that she possesses. Rabbeinu Hananel interprets the phrase here as referring to the money in her ownership. A widow from betrothal receives at most one or two hundred dinars, whereas a divorcée receives the supplementary sums of the marriage contract as well, and she is more appealing in the eyes of her suitors.

To include...uncertainty whether she is divorced or whether she is not divorced – לְאִתּוּי מְגוֹרְשֵׁת וְאִינָהּ מְגוֹרְשֵׁת – Rashi understands that the phrase here serves to teach that in a situation where it is uncertain whether a wife is divorced or whether she is not divorced, she does not receive sustenance from her husband should he die.

Rabbeinu Hananel and others are of the opinion that the intent is to include a case where it is uncertain whether a wife is divorced or whether she is not divorced, and to teach that since she receives sustenance until the divorce is finalized, she may sell out of court.

And she sells for her sustenance, etc. – מוֹכֵרֶת לְמִזוֹנוֹת וְכוּ' – One should not say that the reason the widow is able to sell her marriage contract when not in court is because doing so benefits the orphans, who are then freed from the obligation to provide her sustenance, as she is able to sell her late husband's property for her sustenance when not in court as well. She is granted the freedom to sell out of court primarily so that she not be disgraced by having to appear in court (Talmidei Rabbeinu Yona).

HALAKHA

Uncertainty whether she is divorced or whether she is not divorced – מְגוֹרְשֵׁת וְאִינָהּ מְגוֹרְשֵׁת – If there is uncertainty with regard to the status of a woman's divorce, as long as her husband is alive, she receives sustenance from him until the divorce is finalized. After his death, however, she is not sustained from his estate, as one does not appropriate funds from the heirs in cases of uncertainty. This ruling is in accordance with the opinion of Rabbi Zeira here and the conclusion of the Gemara (Rambam *Sefer Nashim, Hilkhot Ishut* 18:25; *Shulhan Arukh, Even HaEzer* 93:2).

She sold part of her marriage contract – מְכָרָה מְקֻצָּת – A woman who sold, mortgaged, or gave away part of her marriage contract may sell the rest either in court or in the presence of three trustworthy individuals. She may sell her marriage contract piecemeal. This is in accordance with the opinion of the Rabbis in the mishna and the Gemara (Rambam *Sefer Nashim, Hilkhot Ishut* 17:18; *Shulhan Arukh, Even HaEzer* 103:1).

She sells for sustenance when not in court – מוֹכֵרֶת לְמִזוֹנוֹת – A widow may sell property for her sustenance when not in court and without a public announcement, as long as she does so in the presence of three credible individuals, in accordance with the mishna (Rambam *Sefer Nashim, Hilkhot Ishut* 18:20; *Shulhan Arukh, Even HaEzer* 93:25).

הָא מִנֵּי – רַבִּי שְׁמַעוֹן הִיא.

The Gemara answers: In accordance with whose opinion is this continuation of the mishna? It is according to the opinion of Rabbi Shimon in the mishna, who explains that anyone who is selling property to receive payment of her marriage contract and not for sustenance is required to sell only in court, and a divorcée does not receive sustenance.

אִי רַבִּי שְׁמַעוֹן – הָא תִּנְא לִיה רִישָׁא: מִן הַיְרוּסִין לֹא תִמְכּוֹר כּוּ'!

The Gemara asks: If this is according to the opinion of Rabbi Shimon, then wasn't it already taught in the first clause that a widow from betrothal sells only in court because she does not receive sustenance? Since the same reasoning applies to a divorcée, why would the mishna have to teach the *halakha* again in this case?

מָהוּ דְתִימָא: אִלְמָנָה מִן הַיְרוּסִין – הוּא דְלֹא נְפִישׁ חֲוֵי דִידָהּ, אֲבָל גְּרוּשָׁה דְנְפִישׁ חֲוֵי דִידָהּ – אִימָא תִנְבְּעֵי חֲוֵי.

The Gemara answers: It was necessary, lest you say: In the case of a widow from betrothal,^N she is not in great need of her desirability, as she has not been tarnished through sexual relations and men will not hold back from marrying her, and therefore she can go to the court to manage her affairs; however, a divorcée, who is in great need of her desirability and needs assistance in getting remarried, say that she requires desirability so that she will not be disgraced and she is allowed to take care of her affairs out of court. Lest you make this argument, the *halakha* was clearly stated in the mishna.

הָא נִמְי תִנְיָנָא: כֹּל שְׂאִין לָהּ מִזוֹנוֹת, לְאִתּוּי מָאי? לָאוּ לְאִתּוּי גְּרוּשָׁה?

The Gemara asks: Didn't we already learn this *halakha*, as it also says in the mishna the following generalization: And anyone who does not receive sustenance may sell only in court? This *halakha* was intended to add what? Was it not meant to add the case of a divorcée and teach that she can sell only in court, in which case the concluding remark of the mishna about the divorcée is superfluous?

לֹא, לְאִתּוּי מְגוֹרְשֵׁת וְאִינָהּ מְגוֹרְשֵׁת, כְּדָרְבֵי יוֹרָא. דְאָמַר רַבִּי יוֹרָא: כֹּל מְקוֹם שְׂאִינָהּ מְגוֹרְשֵׁת וְאִינָהּ מְגוֹרְשֵׁת – בְּעַל חֵיב בְּמִזוֹנוֹתֶיהָ.

The Gemara rejects this: No, it is to include a woman about whom there is uncertainty whether she is divorced or whether she is not divorced,^{NH} and it is in accordance with the opinion of Rabbi Zeira, as Rabbi Zeira said: Wherever it was said: A woman that there is uncertainty whether she is divorced or whether she is not divorced, her husband is obligated to provide her sustenance until the divorce is final, and a woman in this situation may sell out of court as well.

תָּא שְׁמַע: כְּשֶׁם שְׁמוֹכֵרֶת שְׂלֵא בְּבֵית דִּין – כִּךְ יוֹרְשִׁיהָ, יוֹרְשֵׁי כְּתוּבָתָהּ, מוֹכְרִים שְׂלֵא בְּבֵית דִּין. בְּשִׁלְמָא לְמָאן דְאָמַר: לְפִי שְׂאִין אָדָם רוּצָה שְׁתַּבְּזָה אֶשְׁתּוּ בְּבֵית דִּין, כִּי הִכִּי דְאִינָהּ לֹא נִחָא לִיהָ דְתַבְּזֵי – יוֹרְשִׁיהָ נִמְי לֹא נִחָא לִיהָ דְלִיבּוּ. אֶלָּא לְמָאן דְאָמַר מְשׁוּם חֵינָא – יוֹרְשִׁיהָ מָאי חֲוֵי תַרְגֻּמָה עוּלָא: כְּגוֹן שְׂרִישְׁתָּהּ בְּתָהּ אוּ אַחֲוֹתָהּ.

The Gemara suggests: Come and hear proof: Just as the widow sells when not in court, so too, her heirs, those who inherit her marriage contract, sell when not in court. Granted, according to the one who says that the reason why she may sell out of court is because a man does not want his wife to be disgraced by having to appear in court, it is possible to say that just as he is not amenable to the idea that she will be disgraced, he also is not amenable to the idea that her heirs will be disgraced. However, according to the one who says that she sells out of court due to desirability, what desirability do her heirs need to have? Ulla interpreted it: This could take place, for example, when her daughter or her sister inherited from her, and they too need desirability.

מתני' מְכָרָה כְּתוּבָתָהּ אוּ מְקַצָּתָהּ, מְשַׁבְּנָה כְּתוּבָתָהּ אוּ מְקַצָּתָהּ, נִתְּנָה כְּתוּבָתָהּ לְאַחֵר אוּ מְקַצָּתָהּ – לֹא תִמְכּוֹר אֶת הַשְּׂאֵר אֶלָּא בְּבֵית דִּין. וְחִכְּמִים אוּמְרִים: מוֹכֵרֶת הִיא אֶפְיָלוּ אֶרְבַּעַּה וְחִמְשָׁה פְּעָמִים, וּמוֹכֵרֶת לְמִזוֹנוֹת שְׂלֵא בְּבֵית דִּין, וְכוּתְבַת "לְמִזוֹנוֹת מְכָרְתִּי". וְגְרוּשָׁה לֹא תִמְכּוֹר אֶלָּא בְּבֵית דִּין.

MISHNA If a woman sold all or part of her marriage contract,^H or if she mortgaged all or part of her marriage contract, or if she gave away as a gift all or part of her marriage contract to another, then she sells the remainder only in court. And the Rabbis say: She sells even four or five times, and she is not obligated to sell everything at one time. And despite selling several times, she sells for her sustenance^N even when not in court,^H and she writes in the bill of sale: I sold this for my sustenance. And a divorcée, who does not receive sustenance, sells only in court.

HALAKHA

To exclude a grown woman – פֶּרֶט לְבוּגֶרֶת: It is a positive mitzva for a High Priest to marry a young virgin, and he is prohibited from marrying a grown woman, in accordance with the opinion of Rabbi Meir, as the halakha is decided in his favor in tractate Yevamot, 60a (Rambam Sefer Kedusha, Hilkhot Issurei Bia 17:13).

NOTES

There they disagree with regard to verses – הָתָם: It would appear that the dispute is dependent on the definition of the term “her virginity.” Should it be understood in the sense of the physical sign of her virginity, i.e., the hymen, as Rabbi Meir understood it, or it should be understood as referring to a status, i.e., the status of a woman who has not engaged in sexual intercourse, as understood by Rabbi Elazar and Rabbi Shimon?

גַּמְ' מִתְנַתִּין מִנִּי – רַבִּי שְׁמַעוֹן הִיא, דִּתְנִיא: מְכַרָּה בְּתוּבָתָהּ, מְשַׁכְּנָה בְּתוּבָתָהּ, עֲשֵׂתָהּ בְּתוּבָתָהּ אֶפְתִּיקִי לְאַחַר – אֵין לָהּ מִזְוֹנוּת, דְּבַרִּי רַבִּי מֵאִיר. רַבִּי שְׁמַעוֹן אָמַר: אֶף עַל פִּי שְׁלֵא מְכַרָּה וְלֹא מְשַׁכְּנָה בְּתוּבָתָהּ אֶלָּא מִחֲצִיתָהּ – אַבְדָּה מִזְוֹנוּתֶיהָ.

לְמִימְרָא דְרַבִּי שְׁמַעוֹן סָבַר דְּלֹא אָמְרִין: מְקַצָּת כְּסָף כָּכָל כְּסָף, וְרַבְנֵן סָבְרִי אָמְרִין: מְקַצָּת כְּסָף כְּכָל כְּסָף?

הָא אֵיפְכָא שְׁמַעִין לָהּ, דִּתְנִיא: “וְהוּא אִשָּׁה בְּתוּלִיָּה” – פֶּרֶט לְבוּגֶרֶת שְׁכָלוּ בְּתוּלִיָּה, דְּבַרִּי רַבִּי מֵאִיר. רַבִּי אֱלֶעָזַר וְרַבִּי שְׁמַעוֹן מְכַשִּׁירִין בְּבוּגֶרֶת.

הָתָם בְּקִרְאֵי פְּלִיגִי, רַבִּי מֵאִיר סָבַר: “בְּתוּלָה” – אֶפְלוּ מְקַצָּת בְּתוּלִים: “בְּתוּלִיָּה” – עַד דְּאֵיכָא בּוּלְהוּ בְּתוּלִים: “בְּבְתוּלִיָּה” – בְּכַדְרָכָה אֵין, שְׁלֵא כְּדַרְכָּה – לֹא.

רַבִּי אֱלֶעָזַר וְרַבִּי שְׁמַעוֹן סָבְרִי: “בְּתוּלָה” – שְׁלֵמָה מְשֻׁמַּע: “בְּתוּלִיָּה” – אֶפְלוּ מְקַצָּת בְּתוּלִים.

GEMARA The Gemara asks: **Whose opinion is expressed in the mishna?** The Gemara answers: **It is in accordance with the opinion of Rabbi Shimon, as it is taught in a baraita: If she sold all of her marriage contract, or mortgaged her marriage contract, or if she made her marriage contract designated repayment to another, she does not receive sustenance any longer; this is the statement of Rabbi Meir. Rabbi Shimon says: Although she has not sold or mortgaged her entire marriage contract, but only half of it, she has lost her right to sustenance. Therefore, she can only sell the rest of her marriage contract in court.**

The Gemara asks: **Is this to say that Rabbi Shimon holds that we do not say that part of the money has a status like the entire sum of money?** Since she no longer has a claim to the entire sum of her marriage contract, it is as though she no longer has a marriage contract and loses her right to sustenance, **and the Rabbis hold that we do say part of the money is like the entire money.**

Didn't we hear them say the opposite? **As it is taught in a baraita concerning the verse that speaks about the High Priest (Leviticus 21:13): “And he shall take a wife in her virginity,” to exclude a grown woman^h whose sign of virginity has diminished because when a girl goes through puberty her hymen wears away; this is the statement of Rabbi Meir. Rabbi Elazar and Rabbi Shimon declare as fit even a grown woman for the High Priest. This implies that they are of the opinion that the absence of a part is not considered the absence of the whole, and although part of her sign of virginity has been diminished, it is still present.**

The Gemara answers: **There they disagree with regard to the interpretation of the verses.ⁿ Rabbi Meir holds that were it stated in the verse a virgin, this general term would have indicated that as long as she is a virgin, even if she has only part of her sign of virginity, she could marry the High Priest. However, since the verse states: “In her virginity,” it means to say until there is a sign of virginity in its entirety. The addition of the prefix “in” to the phrase “in her virginity” teaches that if she engaged in sexual intercourse in the typical manner, i.e., in the place where her sign of virginity lies, then yes, it is considered that she has engaged in sexual intercourse and is no longer considered a virgin. But if she engaged in sexual intercourse in an atypical manner, i.e., anal intercourse, then she is not considered to have engaged in sexual intercourse.**

By contrast, **Rabbi Elazar and Rabbi Shimon hold that the word virgin implies a complete virgin, whose sign of virginity is completely intact. Therefore, when the verse says: “Her virginity,” it indicates that even if she has only part of her sign of virginity, in this regard she is still considered a virgin.**

Perek XI
Daf 98 Amud a

“בְּבְתוּלִיָּה” – שִׁיְהוּ כָּל בְּתוּלִיָּה קַיִּמִין, בֵּין בְּכַדְרָכָה בֵּין שְׁלֵא כְּדַרְכָּה.

When the verse states “in her virginity,” the intent is that her sign of virginity should be fully intact, with her not having engaged in sexual intercourse of any kind, whether in the typical manner^h or through atypical sexual intercourse. Therefore, this dispute is not relevant to the dispute with regard to whether part of the money can be considered akin to all of the money.

HALAKHA

Whether in the typical manner, etc. – בֵּין בְּכַדְרָכָה וְכוּ': A woman who has had intercourse, whether in the typical manner or through atypical intercourse, is no longer considered a virgin and is forbidden to a High Priest, in accordance with the opinion of Rav in tractate Yevamot (Rambam Sefer Kedusha, Hilkhot Issurei Bia 17:14).