



Today's Daf In Review is being sent l'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

Kesubos Daf Kuf Beis

- The Gemara had brought a machlokes regarding a case where one admits to owing money, and admits so in an unsigned document given over in front of witnesses. **R' Yochanan** said the person would be chayuv, and **Reish Lakish** said the person would be patur.
 - **Q:** Maybe we can bring a proof to **R' Yochanan**. A Mishna says, if a person writes to a Kohen "I owe you 5 sela'im", he is chayuv to give 5 sela'im to the Kohen, but the person's bechor is not considered to be redeemed with those 5 sela'im. We see that the written document is considered to be an admission of an amount owed!? **A: Reish Lakish** would say that the written document in this case is a valid admission, because it has the strength of the D'Oraisa obligation to redeem one's bechor.
 - **Q:** If so, why did he have to write the document altogether? **A:** He did so to officially choose the Kohen that he wanted to redeem his son from.
 - **Q:** If so, why does the Mishna say that the bechor is not redeemed? **A:** The **Rabanan** said the bechor is not redeemed so that people not redeem a bechor with the use of third party documents.
 - **Rava** said, the machlokes between **R' Yochanan** and **Reish Lakish** is actually a machlokes between Tanna'im. A Mishna says, if after the signatures on a document it states the name of someone as guarantor, and the person admits to being guarantor, the creditor may collect from the unencumbered properties of the guarantor. The Mishna says that such a case was brought to **R' Yishmael**, and he said this Halacha as well. **Ben Nanas** said to him, this unsigned guarantee is not considered to be an admission at all, and therefore nothing can be collected from the guarantor. We can say that **R' Yochanan** holds like **R' Yishmael**, and **Reish Lakish** holds like **Ben Nanas**!
 - The Gemara says that according to **Ben Nanas** all would agree that he holds that an unsigned note cannot make someone liable. However, according to **R' Yishmael** there would be a machlokes. **R' Yochanan** can simply hold like **R' Yishmael**. **Reish Lakish** would say that he can also hold like **R' Yishmael**. He would say that regarding a guarantee, which D'Oraisa can be made with an oral statement, an unsigned document can be sufficient as well. However, regarding a regular loan document, even **R' Yishmael** would agree that an unsigned document is insufficient, just as an oral statement would be insufficient.
- The Gemara earlier quoted a statement from **R' Gidal in the name of Rav**, that the matters of the "tna'im" (the financial arrangement between the parents of the couple to be married) become binding just through verbal statements and the kiddushin.
 - **Rava** said, it would be logical to say that **Rav's** statement was made when marrying off a naarah. Since the father gets benefit (i.e. the kiddushin money), that acts as a kinyan. However, when he is marrying off a bogeres, words alone would not obligate him to the deal. However, **Rav** made his statement even in regard to a bogeres, for just as the chosson's father becomes obligated although he gets no benefit, the same would be for the father of a bogeres. **Rava** said, it must be that the pleasure that they have from marrying off their children to each other is enough to have them considered as entering into a full kinyan for the deal.
 - **Q: Ravina** asked **R' Ashi**, may the tna'im be written into a document thereby allowing one to collect from encumbered properties or not? **A: R' Ashi** said it may not be put into writing.
 - **Q:** Our Mishna said, the smart people would write that they are only supporting their wife's daughter for as long as he is still married to that woman. This is a

matter of the tna'im (a pre-marital agreement) and the Mishna says that he would "write" it!? **A:** The Mishna means that he "says" this. We find that there are times that a Mishna refers to "speaking" as "writing".

- **Q:** A Mishna says that documents of eirusin or nissuin may not be written unless agreed to by both parties. Presumably, this refers to a tna'im, and this suggests that when both parties agree, it may be written!? **A:** The Mishna is referring to a document that *makes* the eirusin. As we find that there are those who say that a document written before she consents to it cannot create an effective kiddushin.
- **Q:** Our Mishna said that if the mother's husband dies, the husband's own daughters only collect from unencumbered properties, but the wife's daughter collects her support payment even from encumbered properties. Now, she could only do that if she had a written document. Presumably, this would be a written tna'im from her mother's marriage. We see that a tna'im can be written!? **A:** There was no written document, but a full kinyan was made. When a full kinyan is made, collection may be had even from encumbered properties.
 - **Q:** If so, why can his own daughters only collect from unencumbered properties? **A:** He only made a kinyan for her daughters, but not for his daughters.
 - **Q:** The Mishna seems to make a general rule that the collection of his daughters is always different than the collection of her daughters!? **A:** The wife's daughter was alive at the time of her mother's marriage to this man, and therefore the kinyan is effective to allow her to collect from encumbered properties. His daughters (from this marriage) were not around at the time of the marriage, and therefore a kinyan made then cannot be effective to allow them to collect from encumbered properties.
 - **Q:** Maybe the Mishna is talking about where they were married, had daughters, got divorced, and then got remarried, in which case they were around at the time of the marriage!? **A:** His daughters are supported as a condition of Beis Din, and as such a kinyan will not be effective for them. The step-daughter is not supported by a condition of Beis Din, and therefore the kinyan will help for her.
 - **Q:** Why should the fact that there is a condition of Beis Din make it worse for his daughters? **A:** It must be that the reason that the daughters can't collect from encumbered properties is that since he must support his daughters under a condition of Beis Din, we are concerned that he may have left them a bundle of money to pay this obligation. Therefore, we do not allow them to collect from encumbered properties.

LO YOMAR HARISHON

- **R' Chisda** said, we see from here that a daughter's place is with her mother (and she therefore can't be forced by the heirs to move in with them to reduce her cost of support).
 - **Q:** Maybe the Mishna is specifically referring to a minor, who we allow to stay with the mother, because of a story that happened where a minor in this case was killed by his older brothers. However, maybe a girl who is not a minor can be forced to live with her brothers? **A:** From the fact that the Mishna says that the support must be brought "to the place of her mother" and doesn't say "to the place that she is", we can learn that a daughter's place is with her mother, and she cannot be forced to live elsewhere.

LO YOMRU SHNEYHEM...

- It once happened that a person rented a mill and would pay rent in the form of grinding for the owner of the mill. The owner then bought a new mill with a donkey and no longer needed the renter to grind for him. He therefore asked to be paid in cash. The renter wanted to continue paying with grinding services. **Ravina** thought to say that this is like our Mishna, where the daughter can tell one of the husbands to pay her in cash rather than in food. **R' Avira** told him,

in our Mishna it is different, because there is only one need for food, not for double food. In this case of the story, the renter can tell the owner, use your new mill to grind for sale and allow me to grind for your personal use.

- The Gemara says, we would only allow the renter to do this if he has empty time to fill his use of the mill. However, if he has other uses for the mill, we make him use the mill for the other uses and then pay the owner in cash.