



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

Kesubos Daf Kuf Yud

MISHNA

- If a creditor has a loan document against a debtor, and the debtor produces a deed showing that after the due date of the loan the creditor had sold him a piece of land: **Admon** says the debtor can say that if he truly owed him the money, the creditor would never have sold him the property, and would have instead just taken the money for payment of his loan. The **Chachomim** say that the creditor can claim that he sold it, because he felt that it would then be easier to take back that land in payment for the loan.

GEMARA

- The Gemara says that in a place where in a real estate transaction the money is given over before the deed, all would agree that the debtor can say that if he really owed the money, then the creditor should have taken the money for the "purchase" and not given over the deed. The machlokes is in a place where the deed is given before the money. **Admon** says that if he sold it with intent to later collect the loan he should have told someone of this intent. The **Rabanan** don't expect him to tell others of his intention, because it would risk that the debtor would find out about his intention.

MISHNA

- If a creditor produces a loan document against a debtor, and the debtor then shows that he has a loan document against the creditor dating after the other loan document, **Admon** says that the debtor can say that if I truly owed you money you would not have lent me money. The **Chachomim** say that each one can collect on his document.

GEMARA

- If two people have outstanding loans against each other, **R' Nachman** says each one collects a piece of land from their debtor. **R' Sheishes** says there is no reason to move property, rather the loans cancel each other out and everybody stays with their own properties.
 - All agree that if they have the same quality land that there is no reason to have them switch properties. The machlokes is where one has "average" land and the other has inferior land. **R' Nachman** says that when a creditor collects "average" land this means he takes average based on the debtor's other lands. Therefore, the one with the inferior land will end up with land that is superior in his eyes and the one with the average land will end up with land that is inferior in his eyes. **R' Sheishes** says that a creditor always collects land that is "average" in the world in general. Therefore, the creditor who owns the inferior land will take the average land from the other person, who will then take that "average" land back for his loan. There is no point in giving the land, so the loans are therefore simply cancelled out.
 - **Q:** According to **R' Nachman**, maybe the creditor with the average land will come first and take the inferior land, and he can then give that exact land back to the other person for his loan!? **A:** He is talking about where the one with the inferior land made his claim first.
 - **Q:** They present their claims to Beis Din at the same time, and therefore Beis Din would not allow one party to collect first when it causes the other party a loss!? **A:** The case must be where one party has superior and average land, and the other party has only inferior land. In that case, **R' Nachman** would hold that whichever party collects first, the result will be that the one who owned the

inferior land will end up with average land, and the one who owned superior and average land will end up with superior and inferior land. **R' Sheishes** would hold that since we give a creditor what is universally considered average land, the one average piece of land would simply be passed back and forth, and therefore the loans are simply cancelled.

- **Q:** Our Mishna says that the **Chachomim** say that each party collects his loan. This refutes **R' Sheishes**!? **A:** **R' Nachman** explained that according to **R' Sheishes** we would say that the case is where one loan was for a 5 year term and the other was for a 10 year term (one was due before the other) and therefore we certainly allow the earlier maturing loan to be collected before the other loan becomes due.
 - **Q:** If the first loan was not yet due when the second loan was taken, **Admon** would not have said that the second loan proves that the first loan was non-existent, because the loan was not yet due!? It must be that the case is where the first loan was due when the second one was taken. If so, why do the **Rabanan** say that this does not prove that the first loan is not outstanding!? **A:** The case is where the second loan was taken on the day of the expiration of the first loan. The **Rabanan** say it is possible that the first creditor would borrow money even though he has money coming to him the next day, and **Admon** says that he would not have done that.
 - **A:** **Rami bar Chama** said, **R' Sheishes** can say that our Mishna is discussing where one of the parties are orphans of the original party. As orphans, they can collect their father's debt and need not pay their father's obligation (since they did not inherit land). Therefore it is not simply passing assets back and forth
 - **Q:** The Mishna says that each of them collects their loan!? **A:** The Mishna means that one party collects and the other is entitled to collect but has no property to seize and therefore cannot collect.
 - **Q:** **Rava** asked 2 questions: 1) the Mishna seems to say that both parties actually collect, 2) we should allow the orphans to collect land, and then, since they then have land from their father, we should allow the other creditor to take back the land from them!? This remains a KASHYEH.
 - **Q:** Maybe we can say the case is where the orphans only have inferior land and the other creditor has average and superior land, in which case the creditor can always only take inferior land, because a creditor only collects inferior land when collecting from orphans? **A:** Although he is only supposed to collect inferior land, if he seizes higher grade land he would be allowed to keep it.

MISHNA

- There are 3 separate lands in Eretz Yisrael (for the purpose that one cannot force his wife to move from one of them to another): Yehuda, Eiver HaYarden, and the Galil. One may not force his wife to move from a town in one to a town in another, or from a city in one to a city in another. However, one may force his wife to move from one town to another or from one city to another within the same land. Even within the same land one may not force his wife to move from a city to a town or visa-versa.
 - One may force his wife to move from a bad dwelling to a good dwelling, but not visa-versa. **R' Shimon ben Gamliel** says a person cannot force his wife to move from a bad dwelling to a good one, because it causes a person who is not used to that better type of living to become sick.

GEMARA

- **Q:** It makes sense that she can't be forced to move from a city to a town (there are less things available there), but why can't she be forced to go from a town to a city? **A:** This supports **R' Yose** who learns from a pasuk that it is difficult to live in cities because of the congested living conditions.

R' SHIMON BEN GAMLIEL OMER...

- **Q:** How is it that it causes one to be sick? **A:** It is like **Shmuel** said, that it causes a change in routine, and a change in routine causes sickness.

MISHNA

- A person can force everyone (i.e. his family) to move with him to Eretz Yisrael, but he cannot force anyone to leave Eretz Yisrael. A person can force his family to move with him to Yerushalayim, but he cannot force anyone to leave Yerushalayim. This is true for men and women (a wife may force her family just like a man may force his).
- If a man marries a woman in Eretz Yisrael and divorces her there, he pays her in Eretz Yisrael currency. If he married her there but divorced her somewhere else, he still gives her Eretz Yisrael currency. If he married her somewhere else and divorced her in Eretz Yisrael he still gives her Eretz Yisrael currency. **R' Shimon ben Gamliel** says, in this last case he pays her in the currency of the place of marriage (if that currency is more valuable, because he agreed to that currency in the kesubah). If he married her and divorced her somewhere else, he pays her in that currency.

GEMARA

- **Q:** What does the Mishna mean when it says he can force "everybody"? **A:** It means that even Jewish slaves can be forced to move.
 - **Q:** According to the version of the Mishna that explicitly says "slaves", what is the "everybody" coming to include? **A:** It means to include even moving the family from a good dwelling outside Eretz Yisrael to a bad dwelling inside Eretz Yisrael.
 - **Q:** What does the Mishna mean to include when it says "nobody" may be forced to leave? **A:** It includes a slave who escaped his master outside Eretz Yisrael and ran to Eretz Yisrael.
 - **Q:** What does the Mishna mean to include when it says "everyone" may be forced to move to Yerushalayim? **A:** It means even if they will have to move to a worse dwelling.
 - **Q:** What is meant when it says "nobody" may be forced to leave Yerushalayim? **A:** This comes to include even if they will be going to a better dwelling. Since the earlier part of the Mishna states this phrase of "nobody may be forced to leave", we say it here as well.
- A Braisa says, if a wife refuses to move to Eretz Yisrael with her husband, he may divorce her without paying her kesubah. If he refuses to move there with her, he must divorce her and pay her kesubah. Similarly, if she wants to leave Eretz Yisrael and he does not, he can divorce her without paying her kesubah. If he wants to leave and she does not, he must divorce her and pay her kesubah.

NASA ISHA...

- **Q:** The Mishna seems contradictory! First it says if they get married in Eretz Yisrael and divorced elsewhere he pays with currency of Eretz Yisrael, presumably because that is where the obligation took place. Then it says that if they get married elsewhere and divorced in Eretz Yisrael he must pay with the currency of Eretz Yisrael, but that is not where the obligation took place!? **A:** **Rabbah** said, since kesubah is only D'Rabanan we go l'kula, and always allow him to pay with the less valuable currency.

R' SHIMON BEN GAMLIEL OMER...

- He holds that kesubah is D'Orasia, so he must pay her with the higher currency if that is where the obligation took place.
- A Braisa says, if a loan document was written with the location as Bavel, he pays in Bavel currency. If it is written with the location as Eretz Yisrael, he pays with its currency. If it has no location written, he pays in the currency of where it is presented for payment. If it just says that

the debtor owes “kesef”, without any amount, the debtor may pay back whatever he wants. This is not so for a kesubah.

- **Q:** What was this last sentence said in regard to? **A: R' Mesharshiya** said, it was written regarding the first part of the Braisa and excludes the view of **R' Shimon ben Gamliel**.
- **Q:** Maybe the term “kesef” means that he owes a bar of silver? **A: R' Elazar** said, the case is where the word “coin” was written as well.
- A Braisa says, a person should rather live in a city of majority goyim in Eretz Yisrael than in a city of mostly Yidden outside Eretz Yisrael, because we darshen a pasuk to teach that one who lives in Eretz Yisrael is considered to have a G-d, and one who lives outside Eretz Yisrael is considered not to have a G-d, meaning it is as if he has worshipped avodah zarah. We see this in the psukim regarding Dovid.