



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

Kesubos Daf Nun Vuv

- **Q: Ravin** asked, according to **R' Elazar ben Azarya**, if the couple entered chuppah, but did not yet have bi'ah, and she is divorced or widowed at that point, is she entitled to the additional monies added to the kesubah beyond the basic 100 or 200? Does one give that money in anticipation for chuppah or only in anticipation for bi'ah? **A: R' Yosef** taught a Braisa that explains the reason of **R' Elazar ben Azarya**, that any additional amounts were written in anticipation of the first night. Now, "the first night" must refer to chuppah, because bi'ah is something that may be done the first night, but at times takes place at a later time.
 - **Q:** Chuppah is something that can be done by day or by night, so it is not necessarily what is meant by "the first night"! Also, why is it assumed that bi'ah only takes place at night? **Rava** has said that bi'ah may be done by day when it is done in a darkened room!? **A:** Since bi'ah is usually done at night, it is referred to as being at night. Chuppah as well, since it is done to bring to bi'ah, it too is typically done at night.
- **Q: R' Ashi** asked, if the couple entered chuppah, but the woman then became a niddah, thus not allowing for bi'ah, is she entitled to collect the additional amount of the kesubah at that point? Even if we say that the additional amounts are given in anticipation of chuppah, maybe it is only a chuppah that brings to a bi'ah, and this chuppah did not do so!? **A: TEIKU.**

R' YEHUDA OMER RATZA KOSEIV L' BESULAH...

- **Q:** We find that **R' Yehuda** holds that a receipt is not written for partial payments, rather the partial payment should be written into the collection document, so that it not be used to fully collect. Why does he allow for a receipt to be written in our Mishna? **A: R' Yirmiya** said, the Mishna means that it should be written into the kesubah document itself. **Abaye** said, in a normal case **R' Yehuda** does not allow, but in this case he does. In this case she was not really paid, it is part of a scheme to give her a decreased kesubah. Therefore, if he loses the receipt it is his own fault and we are not concerned with making him pay the entire amount.
 - **Abaye** doesn't answer like **R' Yirmiya**, because the words of the Mishna do not suggest that understanding. **R' Yirmiya** does not say like **Abaye**, because we would not allow a receipt in one case, because it may lead to receipts being issued in other cases as well.
- **Q:** The Mishna says she writes a receipt. This suggests that an oral waiver would not be sufficient. Since this is strictly a monetary matter, we find that **R' Yehuda** says that even an oral waiver should be sufficient!? **A: R' Yehuda** holds that kesubah is D'Rabanan, and the **Rabanan** were more stringent regarding their institutions, and therefore required a written waiver.
 - **Q:** We find that **R' Yehuda** allows an oral waiver regarding rights to the produce of her nichsei melog even though that too is a D'Rabanan!? **A: Abaye** said, nichsei melog are not all that common and therefore the **Rabanan** did not insist on a written waiver. Kesubah documents are very common, and therefore, to strengthen the D'Rabanan, they required a written waiver.

R' MEIR OMER KOL HAPOCHEIS...

- **R' Meir's** words suggest that even if one makes a stipulation to reduce the amount of the kesubah, the stipulation would not be effective and she would receive the full amount of the kesubah. However, since she would not feel fully sure that she will get it, any bi'ah they have would be considered as zenus.
 - **Q:** We have learned that **R' Meir** says that a stipulation made to change a D'Oraisa obligation is not effective. This suggests that a stipulation made to a change a D'Rabanan obligation (e.g. a kesubah) would be effective!? **A: R' Meir** holds that kesbah is D'Oraisa.
- A Braisa says, **R' Meir** says anyone who reduces the 100 or 200 zuz kesubah obligation is considered to be in a relationship of zenus with his wife. **R' Yose** says it is permitted. **R' Yehuda**

says, one may write the kesubah for 100 or 200 zuz and the woman can write a receipt stating that she has received partial payment (and in that way reduce the kesubah).

- **Q:** We find that **R' Yose** does not allow moveable property to be designated as payment for the kesubah because they often diminish in value. Now, if he doesn't allow a case where the amount of the kesubah *may* be diminished, surely he will not allow a case where it is certainly diminished. If so, how can he say in the Braisa that it is permitted!?
A: In the Braisa, going into the marriage she is mochel and therefore knows that she will not be getting the full amount. That is why it is permitted. In the other case she thinks she will be getting the full amount, but ultimately may not. That is why it is not allowed.
- **Rami bar Chama's** sister was married to **R' Avya** and lost her kesubah. They asked **R' Yosef** what to do. He told them that **R' Yehuda in the name of Shmuel** said it is only **R' Meir** who says that living without a kesubah is considered zenus. However, the **Chachomim** argue and say that it is not a problem. **Abaye** said to him, **R' Nachman in the name of Shmuel** says that we pasken like **R' Meir** when he is goizer!? **R' Yosef** said, if so, go and write a new kesubah.