



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

Kesubos Daf Tzaddik Aleph

- **Mar Zutra in the name of R' Pappa** paskened, 1) in a case where one wife died during the husband's lifetime and the second died after his death, there is still the concept of the "benin dichrin kesuba" for the heirs of the first wife, and we are not concerned that the heirs will fight; 2) the amount paid for the second wife's kesubah is considered an amount "left over" in the estate, which would therefore allow for the application of the benin dichrin kesubah.
 - **Q:** It is understandable why #2 must be stated even if #1 is stated, to teach that a kesubah payment is considered to be left over money of the estate. However, why couldn't he just state #2, and we would know that he paskens like #1!? **A:** If he would just say #2, we may think to say that he paskens like #1 only when there are 3 wives, where 2 of them died in his lifetime and one died after his death, and this one who died after his death only had a daughter (who doesn't inherit). Therefore, the sons of the first 2 wives are in the same boat and will not come to argue about the inheritance. However, in a simple case as stated in #1, maybe he would say that we do not apply benin dichrin so that there should be no arguing.

MISHNA

- If a man had two wives and they both predeceased him, and each of the wives' sons is demanding their mother's kesubah as benin dichrin, but there is only enough money to pay the kesubos and would leave nothing over in the estate, they do not get the kesubos and instead divide the estate equally. If after paying the kesubos there would still be a dinar remaining in the estate, each set of sons gets their mother's kesubah. If one of the sons says he will overvalue the property of the estate so that the kesubos can be paid and the estate will still be left with a dinar, we do not listen to him, rather we have the estate valued in Beis Din. If the estate has assets coming to it in the future (the father of the man who died has assets which will pass to this son's estate when the father dies), they are not considered to be currently in the estate for purposes of deciding whether there is a dinar left over. **R' Shimon** says, in order to apply benin dichrin there must be a dinar of *real property* left over in the estate after payment of the kesubos.

GEMARA

- A Braisa explains the case of the Mishna. If the kesubah of the first wife was for 1,000 and the second wife was for 500, if there will still be dinar left in the estate, each woman's sons take the amount of her kesubah, and the remainder of the estate is divided equally.
- **Q:** If at the time of death the estate had value to pay the kesubos and have a dinar left over, and then the estate depreciated, it is clear that benin dichrin would still be applied, because they have each acquired their share at the time of death. What is the Halacha if at the time of death there was not enough value to have a dinar left over, but then the estate appreciated to the point that there is enough value? **A:** Such a case was brought to **R' Amram** and he said that benin dichrin will be applied. They then went to **R' Nachman** and he said that it is not applied.
- There was a person who owed 1,000 zuz, and he owned two mansions. He sold each of them for 500 zuz to the same buyer. The creditor went and took one from the buyer for his debt. He wanted to take the second one as well. The buyer told him, if you will accept the one that you already took as payment for your entire 1,000 zuz loan, then you can keep the one you have. If you will not do so, I will give you 1,000 zuz and take back the first mansion from you as well. **Rami bar Chama** thought to say that this is like the case in our Mishna where the heirs want to inflate the value of the estate to allow for application of benin dichrin, and just as in that case

we do not allow them to do so, in this case we should not allow the buyer to do so either. **Rava** said, in our Mishna the over inflation causes a loss to the other heirs. In this case, the creditor will still end up with 1,000 zuz if he doesn't agree. Therefore it would be allowed in this case.

- **Q:** If the creditor keeps the one mansion in full settlement of the 1,000 debt, when the buyer sues the seller/debtor for payment on the mansion that he lost, can he only sue for 500 or can he sue for 1,000? **A: Ravina** said he can sue for the full 1,000 and **R' Avira** said he may only sue for the 500. The Gemara paskens like **R' Avira**.
- The Gemara brings a similar case, only here there were 2 small fields worth 50 zuz each, it was **R' Yosef** who said what **Rami bar Chama** said above, and it was **Abaye** who said what **Rava** said above.
- A person owed 100 zuz and passed away. He left over a small field worth 50 zuz. The creditor attempted to collect the field. The heirs went and gave him 50 zuz instead of having him take the field. The creditor took the money and then attempted to collect the field for the remaining 50 zuz of the debt. **Abaye** told them, there is a mitzvah to pay off the debts of one's father. Therefore, even though they did not have to give the money (only real property must be used to pay off the debts), doing so was a mitzvah. Now, by going after the field for the remainder, he is collecting for his debt according to Halacha, and therefore he may do so.
 - The Gemara says, if when they gave him the money they told him that the 50 zuz is for the field (as if they are buying it back from him) he can not then try and collect the field a second time, because it is as if he collected the field and then sold it to the heirs.
- A person sold the future rights that he may have in his mother's kesubah. He told the buyer that if his mother were to protest this sale, the sale would be nullified, but the money would not have to be returned. The mother died without protesting the sale. The seller then said, as his mother's heir he is now protesting the sale thereby nullifying it. **Rami bar Chama** thought to say that he is in his mother's place and may therefore protest the sale and nullify it. **Rava** told him, although he agreed to nullify the sale on protest of the mother, it is clear that the buyer did not agree to nullify the sale on protest of the seller, and therefore the protest is meaningless and the money would have to be returned.