



Daf In Review – Weekly Chazarah

Maseches Kesubos, Daf 75 – Daf 76

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vI'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

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GEMARA

- **Q:** Why would **Ben Nanas** say that the 4th wife must swear as well? **A:** **Shmuel** said, the case of the Mishna is where we have determined that one of the fields given to one of the earlier wives for her kesubah is now thought not to have belonged to the husband. Therefore, she is at risk of having it taken away from her. The 4th wife must therefore swear before taking the last field, because by her taking that field she leaves nothing for the earlier wife to collect from if her field is ultimately taken away from her. Based on this the machlokes in the Mishna is regarding a later creditor who seizes assets before an earlier creditor. The **T"K** holds that we remove the asset from the later creditor and give it to the earlier one (which is why the 4th wife need not swear, because the field will be taken away from her if need be). **Ben Nanas** holds that the later creditor retains the seized assets. Therefore, since the 4th wife may later cause a loss to the earlier wife, she must swear before taking the field. **A2: R' Nachman in the name of Rabbah bar Avuha** said that all agree that a later creditor must return the seized asset. The machlokes is that **Ben Nanas** is concerned that 4th wife will use up the asset before it is taken away from her, and therefore she has to swear, because she may ultimately cause a loss to the earlier wife. The **T"K** is not concerned that the asset will be used up, and therefore she need not swear before collecting. **A3: Abaye** said, the case is where the orphans are all adults, and they argue in the Halacha of **Abaye Kashisha**, who said that one must swear before collecting from orphans who are minors or adults. **Ben Nanas** holds like **Abaye Kashisha**, and the 4th wife must swear, because she is collecting from orphans. The **T"K** disagrees and holds that since they are adults, she need not swear.
- **R' Huna** said, if there are brothers in an inheritance or partners in a property, and a 3rd party took one of the partners to court about the partnership property and the 3rd party won, the other partner cannot demand a separate court case to deal with his share of the property. Rather, the first partner is considered to have acted as the shaliach for the partnership.
 - **R' Nachman** said this is shown in our Mishna, where the Mishna says that the first wife must swear to the 2nd, the 2nd must swear to the 3rd, and so on. Now, it seems that the 3rd can't demand an oath from the first. It must be that the 2nd woman accepts the oath from the first on behalf of all of the other women. This is the same concept as the partners.
 - **Q:** The cases are very different! The oath made is the exact same oath that would be made to each one of the women. In the case of the partners, the other partner claims that he wants his own court case, because he has better arguments to win the case! Therefore, the partner can demand his own court case.
 - The Gemara says, the partner can only demand his own court case if he was not in town during the first court case. If he was, we tell him that he should have shown up to the first court case, and we therefore would not grant his demand for a new court case.
- If there are 2 deeds to a property, written on the same day (and held by 2 different people), **Rav** says they split the property. **Shmuel** says we leave it up to the discretion of Beis Din to decide who to give it to.
 - **Q:** Maybe we can say that **Rav** will follow the view of **R' Meir** who says that the witnesses who *sign* the get (and not the ones who just witness the delivery) effect the divorce (similarly the witnesses who sign a document make it effective, and as such if 2 deeds are written on the same day without stating the time of day, there is no way to say that one has precedence over the other), and **Shmuel** will follow the view of **R' Elazar** who says that the witnesses of delivery make the document effective (and therefore we leave it up to Beis Din to try and determine who received the deed first)? **A:** It may be that all agree

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with **R' Elazar**, and the machlokes is that **Rav** says splitting the field is the more equitable solution, and **Shmuel** says that leaving it to the discretion of Beis Din is more equitable.

- **Q:** How can we say that **Rav** holds like **R' Elazar** when we find that **R' Yehuda in the name of Rav** said that we only pasken like **R' Elazar** regarding a get, but not for other documents!? **A:** We must say as we said earlier that **Rav** follows **R' Meir** and **Shmuel** follows **R' Elazar**.
- **Q:** A Braisa says that two deeds that were produced and were written on the same day, we divide the field for the people. That is not like **Shmuel** said!? **A:** **Shmuel** will say that the Braisa follows **R' Meir**.
 - **Q:** The Braisa continues and says that if the owner of the field wrote one deed and had it signed and then wrote a second deed and had it delivered before the first one, the second person is koneh. If the Braisa is following **R' Meir** they should split the field since they were both written and signed on the same day!? **A:** The Braisa is not problematic to **Shmuel**, because we find a Braisa where the question of whether to divide the field or allow it to be decided by Beis Din is actually subject to a machlokes among Tanna'im.
- The mother of **Rami bar Chama** wrote a document gifting her property to him. That evening she wrote a document gifting her property to her other son, **Mar Ukva bar Chama**. **R' Sheishes** awarded the property to **Rami**, and **R' Nachman** awarded the property to **Mar Ukva**. **R' Sheishes** explained, I did so because his document was written earlier in the day! **R' Nachman** said, we are not in Yerushalayim where the time of day is written, and therefore any documents written on the same day are on equal footing. **R' Nachman** explained, because they are on equal footing, I applied discretion as a judge and awarded it to **Mar Ukva**, because he was the more beloved son. **R' Sheishes** said, I too am a judge and as such my ruling should be considered as if I used discretion to decide who to give it to! **R' Nachman** said, first of all you are not an appointed judge as I am. Second, you awarded it based on an erroneous Halacha, not based on discretion.
- Two people with deeds to the same property came to **R' Yosef** to decide who should keep the property. One deed said it was written on the 5th of Nisson, and the other said it was written in Nisson (without specifying a day). **R' Yosef** gave the property to the one who had the deed written on the 5th of Nisson, because the other one may have possibly been written even on the last day of Nisson. The losing party asked for a document to be written allowing him to collect from the seller from any date beginning after Nisson (and encumber properties from that date). **R' Yosef** told him, that cannot be done, because any later property holder can say that it is possible the deed was written on the first of Nisson and as such he should have gotten the original property over the other person. The only option would be for the 2 people with the deeds to give each other authorization, thereby allowing collection under either of their rights.

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MISHNA

- If a man was married to two wives and he sold his fields, and the first wife wrote to the purchaser – I don't have any claim against you in regard to the field, when the husband dies, the second wife would be able to take the field from the purchaser in payment of her kesubah. The first wife (who had an earlier kesubah) may then take it from the second wife, in collection of her kesubah. The purchaser may then take it back from the first wife, because she waived any rights against him. This circular flow will continue until a settlement is reached between them. The same would be with a creditor, and with a wife who is a creditor of her husband.

GEMARA

- **Q:** A Braisa says that if a partner in a field says, I no longer have a claim on the property, there is no legal significance to his statement. If so, why does our Mishna say that there is some consequence to her statement? **A:** The Mishna is discussing where the purchaser made a kinyan with the wife, and it is therefore effective.
 - **Q:** Even if she makes a kinyan it should be ineffective in waiving her rights, because a Mishna says that a woman can always claim to have done so just to make her husband happy, and did not truly mean what

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she said and did!? **A: R' Zeira in the name of R' Chisda** said, our Mishna which seems not to allow the woman to make this claim follows **R' Meir** who holds this view in a Braisa, and the other Mishna which allows it follows **R' Yehuda** who holds this view in a Braisa. **A2: R' Pappa** said, our Mishna is discussing where she waived the rights after getting divorced, in which case all will agree that her waiver is effective. **A3: R' Ashi** said, both Mishnayos may follow **R' Meir**. The other Mishna that was quoted dealt with where the wife first didn't agree to a sale of the property by her husband, but then agreed to a second attempted sale. In that case even **R' Meir** would agree that she cannot claim she agreed to the sale to make her husband happy, because then she would not have said no to the first sale. Our Mishna too, is discussing where she first disagreed with a sale and then agreed to the second sale. Therefore, she cannot later claim that her waiver was done to make her husband happy.

- A Mishna says, a creditor may not collect from encumbered properties if the debtor still possesses other properties, even if the debtor only possesses low grade property.
 - **Q:** If the unsold properties became ruined after the other properties were sold, may the creditor then collect from the sold properties? **A:** The Braisa that was quoted earlier said if the wife didn't agree to her husband's sale of a field, but then agreed to the sale of a second field, **R' Meir** says that she loses her kesubah. Now, if we say that when the unsold properties become ruined the creditor can collect from the sold properties, then why would she lose her kesubah in this case? Even if she loses the kesubah from the second field (because she agreed to the sale) she should still collect from the first field!
 - **R' Nachman bar Yitzchak** said, it may be that the Braisa means that she loses her kesubah from the second property, and not that she loses it totally.
 - **Rava** said, there are 2 problems with this understanding of the Braisa: 1) the Braisa seems to say that she loses her kesubah totally, not just from the second property; 2) a Braisa says that when a debtor sold his properties to 2 different people, and the creditor waives his rights to collect from the second buyer, he cannot then collect from the first buyer, because the buyer can tell him that he purposely left over properties with the debtor for collection. Therefore, the woman should not be able to collect from the first buyer either!?
 - **Rava** said, there is no proof from these cases to the case of where the unsold property got ruined, because he had no hand in the cause of the property getting ruined, and that can be the difference.
 - **R' Yeimar** said to **R' Ashi**, we find it to be an everyday occurrence that Beis Din allows a creditor to collect from sold properties when the unsold properties become ruined.
 - The Gemara paskens that if the unsold properties become ruined a creditor may collect from the sold properties.
 - **Abaye** said, if a person tells an unmarried woman, "My property should go to you, and after you die it should go to someone else", and the woman then gets married and later dies, the husband is considered to be a purchaser of the property and as such the property does not pass on to the other person after her death.
 - This follows the view of **R' Shimon ben Gamliel** in a Braisa, who says that in a case like this, if the first recipient were to sell the property, the second recipient would receive nothing.
 - **Q:** We find that **Abaye** felt that it is wrong to advise someone to act in the way of this shita of **R' Shimon ben Gamliel**!? **A: Abaye** was not advising this woman to get married, he was saying that if she did get married, this would be the resulting Halacha.
 - **Abaye** said, if a person tells a woman, "My property should go to you, and after you die it should go to someone else", and the woman then sells the property, the husband may take the field from the purchaser, the "someone else" may take it from the husband, the buyer may take it from the "someone else", and we leave the property in the hands of the buyer.
 - **Q:** Why is this different than the case of our Mishna where we say that there is a circular logic and the parties must therefore settle among themselves? **A:** In the Mishna all 3 parties stand to suffer a loss if they don't get the property. In this case, only the buyer stands to suffer a loss, and so we leave it with him.

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- **Q: Rafram** asked **R' Ashi**, in the last statement of **Abaye** he said that the husband is considered to be a purchaser and the “someone else” therefore will not get the property. How can he say here that the husband loses it to the someone else? **A: R' Ashi** said, in **Abaye's** first statement the person gave the property to the woman when she was single. In this statement, the person gave the property when she was already married, so the person is essentially telling her that he wants it to go to the “someone else” and *not* to her husband. Therefore, it does not pass to her husband.

V'CHEIN BAAL CHOV

- A Braisa says, the same circular situation would occur where there is one creditor and 2 purchasers of fields from the debtor (where the creditor waived the right to collect from the second buyer, then collects from the buyer, who then takes the field of the second buyer under his guarantee, and the creditor then collects that field from him, and the second buyer then takes back that field from the creditor, etc.), and the same would be where a wife is a creditor (for her kesubah) and there are 2 purchasers of properties (with the same story as above).

HADRAN ALACH PEREK MI SHEHAYA NASUY!!!

-----Daf 96-----

PEREK ALMANAH NIZONES -- PEREK ACHAD ASSAR

MISHNA

- A widow is supported from the property of the orphans. Her earnings are given to them, and they are not obligated to bury her when she dies. The heirs who inherit her kesubah are obligated to bury her.

GEMARA

- **Q:** Does the Mishna mean to say that “if” a widow is supported by the orphans, meaning that it is not absolutely obligated, or is the Mishna read as saying a widow is supported by the orphans, meaning that it is an absolute obligation? **A:** We find that **R' Zeira in the name of Shmuel** said that the finds of a widow belong to her. Now, if our Mishna means that the support of the widow is an absolute obligation, how can it ever be that her finds are kept by her alone? Just as the husband supports her and get her finds, when the orphans support her they should also get her finds!? **A:** It may be that it is an absolute obligation. Still, she keeps her finds. The only reason a husband gets the finds of the wife is to prevent hard feelings. We don't care if the orphans have hard feelings towards the widow, and therefore don't require her to give her finds to them.
- **R' Yose bar Chanina** said, a widow must do for the orphans all the tasks that a wife must do for a husband, except for preparing their wine, making the beds, and washing their faces, hands, and feet.
- **R' Yehoshua ben Levi** said, any task that a slave does for his master, a talmid must do for his rebbi, except for untying his shoes (so that people not think the talmid is an actual slave and therefore not permitted to marry a Jew).
 - **Rava** said, this is only true in a place where people don't know the talmid. If they do, he must even untie the shoes for the rebbi.
 - **R' Ashi** said, even if they don't know him, if he is wearing tefillin he must untie the shoes for the rebbi, because no one will mistaken him as being a slave.
- **R' Elazar** said, if a widow seizes movable property for her support, we don't take it away from her. A Braisa says this as well. **R' Dimi** reported a story that showed this as well.
 - **Ravina** said, this is true when she seizes for support. However, if she seizes moveable property for her kesubah, we do take it away from her.
 - **Q: Mar bar R' Ashi** asked, why should the support obligation be treated differently than the kesubah obligation in this respect? They both are only collectible from real property, so why should they be different?
 - **R' Yitzchak bar Naftali** said to **Ravina**, **Rava** has said like you as well.

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- **R' Yochanan in the name of R' Yose ben Zimra** said, if a widow waits two or three years without making a claim for support, she loses her right to make such a claim.
 - **Q:** If she loses the right after waiting 2 years, surely she loses the right after 3 years!? **A:** A poor woman loses her right after 2 years. A wealthy woman loses her right after 3 years (she has money to support herself for a longer period of time). **A2:** A woman who is more shy and embarrassed can wait up to 3 years before losing her right. A woman who is less shy and embarrassed loses the right after 2 years.
 - **Rava** said, when we say she loses her right we mean with regard to collecting for retroactive support. However, she can always make a claim for future support.
- **Q: R' Yochanan** asked, if the orphans say they gave money for support and she claims that she never took money, who bears the burden of proof? Do we say that the property of the estate is considered to be in the possession of the orphans and the widow must therefore prove to take from them, or is the property in the possession of the widow, and the orphans must therefore prove their claim? **A:** A Braisa taught by **Levi** says that as long as the widow has not remarried the burden of proof is on the orphans. Once she remarries, the burden of proof is on her.
 - **Q: R' Simi bar Ashi** said, maybe we can say that this is a machlokes among Tanna'im in a Braisa. The Braisa says, **R' Yehuda** says a widow may sell her husband's properties and should identify in the sale which ones she is selling for her support and which ones are for her kesubah. **R' Yose** says she may sell them without any detailed explanation. We can say that **R' Yehuda** holds that she has the burden of proof, and must therefore provide the explanation of identification, and **R' Yose** says that the orphans have the burden of proof, and she therefore need not provide any explanation? **A:** It may be that all agree that she is considered to be in possession and the burden of proof is therefore on the orphans, and **R' Yehuda** is just advising her to explain her actions so that she not look like she sold everything for her support, because she needs to eat so much. **A2:** We can also say that all agree that the burden of proof is on the widow. The reason **R' Yose** says that she need not identify the properties is that by doing so it allows her to claim that all the sales were for her support, and thereby allow her to get those fields back from the buyers for her kesubah obligation.

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- **Q:** How does a widow go about selling her husband's property? **A: R' Daniel bar R' Katina in the name of R' Huna** said, she sells properties once a year (to produce enough income for the entire year), but the purchaser pays her in equal monthly installments. **R' Yehuda** said, she sells enough property for 6 months' worth of support, and the purchaser pays her in equal monthly installments.
 - There is a Braisa that says like each view.
 - **Ameimar** said, we pasken that she sells enough property for 6 months' worth of support, and the purchaser pays her in equal monthly installments.
 - **Q: R' Ashi** asked, what about the view of **R' Huna**!? **A: Ameimar** said, I do not agree with that view.
- **Q:** They asked **R' Sheishes**, if a woman sold her husband's properties for her support, may she then go and take them back from the buyers for her kesubah payment? The Gemara explains, they asked according to the view of **R' Yosef**, which says that when a widow sells the property, the guarantee obligation is on the orphans. The question is, do we say that when she is the one who takes it from the purchasers as well, or do we say that in that case she would have to bear the obligation? **A: R' Sheishes** said, a Braisa says that a woman may sell the properties and leave over a little bit from which she can collect her kesubah. We see that she must get her kesubah from the leftover land, and not from the sold land.
 - **Q:** Maybe the Braisa is just giving her good advice, so that she is not looked at as someone who goes back on their actions? **A:** The Braisa had said that the leftover land "acts as a surety" for her. This verbiage suggests that she only collects from the leftover land.

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- **Q:** If someone sold property because he needed to raise money, and it turned out that he did not need to raise that money, can he rescind the sale? **A:** We find that a person once sold land to **R' Pappa** because he needed the money, and when it turned out that he did not need the money **R' Pappa** returned the land to him.
 - It may be that **R' Pappa** did not have to return it, but did so and went beyond the letter of the law.
 - **A:** It once happened that people sold their houses to afford food in a time of hunger and high food prices. When food prices dropped soon after (so the money from the sales wasn't needed anymore) **R' Nachman** told the purchasers to return the houses.
 - In that case the sale was made in error, because at the time of the sale the boats with the food were already near the port. This is different than the case in the question where something happened *after* the sale to make the sale unnecessary.
 - The Gemara paskens, if one sold land because he needed the money, and then ultimately did not need the money, the sale may be rescinded.

MISHNA

- A woman who is a widow from eirusin or nissuin may sell her husband's properties without having to go to Beis Din. **R' Shimon** says, if she is widowed from nissuin she may sell outside of Beis Din. However, if she is widowed from eirusin, she may only sell with Beis Din, because she has no rights to support, and any woman who has no right to support may only sell properties in Beis Bin.

GEMARA

- **Q:** Why does the **T"K** allow a widow from eirusin (who has no right to support) to sell outside of Beis Din? **A:** **Ulla** said, we do that so that women will not be discouraged from marrying because of the difficulty of collecting a kesubah. **R' Yochanan** said, we do this because a man does not want his wife to have to embarrass herself by going to Beis Din.
 - The difference between these reasons would be a divorced woman. According to **Ulla** we would let her sell outside of Beis Din. According to **R' Yochanan** we would not.
 - **Q:** The Mishna coming up soon says that a divorced woman may only sell the properties in Beis Din. This is problematic according to **Ulla**? **A:** This Mishna follows **R' Shimon** who is not concerned for either reason (and only allows sale outside of Beis Din when the sale is for support, not for her kesubah).
 - **Q:** **R' Shimon** already gives his view in the last Mishna that when selling for a kesubah she must go to Beis Din!? **A:** We would think the case of the arusah (in the previous Mishna) is different than the case of the divorcee (in the next Mishna), because since the arusah never lived with her husband, the fact that she is made to go to Beis Din will not prevent women from wanting to get married. However, if a divorced woman, who did live her husband before the divorce, is made to go to Beis Din, that would discourage women from marriage.
 - **Q:** When the Mishna says "any woman who has no right to support" must sell the property in Beis Din, that presumably comes to include the case of a divorcee. Why does the next Mishna need to repeat that if it is also the view of **R' Shimon**? **A:** That verbiage in our Mishna comes to include the case of a questionable divorce from the eirusin. **R' Zeira** said, that in such a case the husband is obligated to support the woman. **R' Shimon** is teaching that if the husband dies at that point, there would be no support obligation on the orphans.
 - **Q:** A Braisa says, just as a woman may sell properties for her kesubah payment outside of Beis Din, her heirs that inherit her kesubah may do the same. According to **Ulla**, they should have to sell in Beis Din!? **A:** **Ulla** will say that the Braisa is discussing where a woman is her heir, and as such we don't want the woman to have to go to Beis Din, because it may discourage her from getting married.

MISHNA

- If a woman sold all or a part of her kesubah, or pledged all or a part, or if she gave away all or a part, she may only sell properties for the remaining amount in Beis Din (because her previous actions make her lose her right

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to support). The **Chachomim** say that she may sell off her kesubah in 4 or 5 pieces and still may sell properties outside of Beis Din for her support (they hold she is still entitled support even after selling pieces of her kesubah). When she sells the property she should write that she is selling it for her support.

- A divorcee may only sell her husband's properties in Beis Din.

GEMARA

- Our Mishna follows **R' Shimon**, who says in a Braisa that if a woman sells or pledges even part of her kesubah, she loses her right to support.
 - **Q:** This would seem to suggest that **R' Shimon** says that having part of the kesubah is not considered as having the whole thing. However, regarding a bogeres, **R' Shimon** says in a Braisa that the fact that she has part of her besulim makes it as if she has the entire besulim and she is therefore allowed to marry a Kohen Gadol. We see that he holds that partial is considered whole!? **A:** Regarding the bogeres he holds that way based on a drasha of the pasuk. However, when there is no pasuk in play, he says that logically, partial is not considered to be whole.

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- There was a woman who seized a silver cup as partial payment for her kesubah. She then made a claim for support. **Rava** told the orphans they must support her, because no one holds like **R' Shimon** who said that a partial payment on the kesubah stops the support obligation.
- **Q: Rabbah the son of Rava** asked **R' Yosef**, when a widow sells her husband's properties outside of Beis Din, must she swear as to the amount that she got from the sale?
 - **Q:** Why didn't he ask if she must announce that she is selling a property before she does so? **A:** He answered, that **R' Nachman in the name of R' Zeira** said, if a widow appraised a property and then kept it for her kesubah, the orphans may take it back. Now, that case must be discussing where she didn't announce that she was trying to sell the property, because if she did, why can't she keep it for the kesubah? It must be discussing where she didn't announce it, and we see that she may not keep it for herself, but it seems that she would be allowed to sell it to someone else even though she did not make the announcement.
 - The Gemara says, it may be that she did announce it, and she still may not keep it, because no one gave it to her (neither the orphans nor Beis Din), and therefore she may not keep it.
 - The Gemara paskens that a widow must swear as to the amount she collected on the sale, but she need not announce that she is selling the property.

MISHNA

- If an almanah with a kesubah of 200 sold a field (from the estate) worth 100 for 200, or if she sold a field worth 200 for 100, she is considered to have received full payment on her kesubah.
- If her kesubah was 100, and she sold a field worth 100 plus a dinar for 100, the sale is void. Even if she says that she will return a dinar to the orphans, the sale is still void.
 - **R' Shimon ben Gamliel** says, the sale will be valid unless there is enough land, besides the value of 100 that should have been sold, to equal an area of 9 kavs in a field, or an area of one half kav in a garden. **R' Akiva** says there only need to be left over ¼ kav in a garden.
- If her kesubah was for 400 and she sold 3 fields worth 100 each, and sold a 4th field that was worth 100 plus a dinar for 100, this last sale is void, but the first 3 sales are valid.

GEMARA

- **Q:** Why is it that when she sells the field below value we tell her that she caused the loss and therefore bears the loss, but when she sells the field for more than its value we don't allow her to gain from the sale? **A:** **R' Nachman in the name of Rabbah bar Avuha** said, **Rebbi** taught in this Mishna that when a shaliach creates a gain in the transaction, the gain goes to the principal.

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- The Gemara shows that this Halacha is actually a machlokes Tannaim, but that we pasken that when the gain is made on items that don't have a set price (e.g. land) the gain goes to the principal.
- **Q:** They asked, if a person tells a shaliach to sell a half kur of land for him, and the shaliach went and sold a full kur, do we say that the shaliach added to what he was supposed to do, but the sale will be effective at least regarding the half kur, or do we say that the shaliach totally disregarded the instruction and the entire sale is void? **A: R' Yaakov of Nehar Pekod in the name of Ravina** said, a Mishna says, if a person told a shaliach to give one piece of meat to the guests, and the shaliach told them to take 2 pieces, and the guests went and took 3 pieces, and it turns out that the meat belonged to hekdesch, each one of the parties has done me'ilah. Now, if the shaliach is considered to have disregarded the instruction and therefore made the transaction void, the principal should not be considered to have done me'ilah!? It must be that the transaction is valid to the extent of the actual instruction.
 - The Gemara says, the case may be where the shaliach tells the guests that the principal said you should take one, but I allow you to take two. In that case the instruction was certainly followed and that is why the principal is considered to have done me'ilah.
 - **A:** Our Mishna said that if her kesubah is for 100 and she sells property worth 100 plus a dinar for 100, the sale is void. Presumably this refers to where the sales price was the 100 plus a dinar and the Mishna means that she sold it for her 100 kesubah obligation and will return the dinar above the value of kesubah. The Mishna says that the sale is still void, because she has sold more than she was authorized to sell. We see that the entire sale becomes void.
 - **R' Huna the son of R' Nosson** said, this is not a valid proof. The Mishna may be talking about where she sold the field for only 100, and that is why it is void. However, had she sold it for its true value, it may be that the sale would not be void.
 - **Q:** If the case is where she sold it for less than its value we don't need to be taught that, because the last case of the Mishna already gives the case of where she sold the last field for less than its full value!? **A:** Both cases are discussing where she sold the field for less than the value. The chiddush of that last case is that the only time the sale becomes void is when the last field is sold below value, because then it effects the orphans. However, if she sold one of the earlier fields for less than value, she would just decrease her remaining kesubah obligation by the amount of the full value of the field and the sale would remain valid.
 - **Q:** The earlier case of the Mishna teaches that when she sells for below value in a way that it only affects her kesubah we decrease her kesubah by that amount and the sale remains valid!? **A:** We would think it only remains valid when this sale completes her kesubah obligation. However, when she still has kesubah obligation remaining after the sale we would say that the sale can't remain valid, as a gezeirah that it should not remain valid when it is the last field sold. The Mishna therefore teaches that it is valid even in that case as well.

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- **Q:** The Gemara now gives another version of the preceding discussion. The Gemara says, others say that the question was never about the case where the person instructed the shaliach to sell half a kur and he went and sold a whole kur, because in that case it is clear that the shaliach has "added" to the instruction, and the sale of half kur is valid, but the sale of the added amount is void. The question is, if he was instructed to sell a full kur and he went and sold a half kur, what is the Halacha? Is the sale valid or not? **A: R' Chanina** from Sura said, a Mishna says, if a person gives a golden dinar to a shaliach and instructs him to use it to buy a shirt for him, and the shaliach went and bought the person a shirt with half the money and a coat with the other half, and it turns out that the dinar was of hekdesch, the principal and the shaliach are considered to have committed me'ilah. Now, if we say that the purchase of the shirt using half the money (even though he was instructed to use all the money for the shirt, and this case is therefore similar to where he sold only half the land instead of the entire

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land as instructed) is effective, that would be why the principal has committed me'ilah. If we say that it is not effective, then the Mishna would not consider him to have committed me'ilah.

- The Gemara says, it may be that buying a shirt for half the value would make the sale void, and the case of the Mishna may be referring to where he bought him a shirt worth a full dinar, and was able to buy it at half price.
 - **Q:** If so, how has the shaliach committed me'ialh? **A:** By purchasing the coat with the remaining money, with no instruction to do so.
 - **Q:** If the shirt had a value of a dinar, what does the Mishna mean when **R' Yehuda** says that even in that case the principal has not committed me'ila, because he can tell the shaliach, I asked you to buy a larger shirt and you bought me an inferior one? The shaliach got him a full dinar of value, so what else could he have wanted!? **A:** The principal says, if shirts were selling for below value, you could have spent the full dinar on a shirt and I could have gotten a shirt with a value of 2 dinars!
 - This makes sense, because a Braisa says that **R' Yehuda** agrees that the principal will be considered to have done me'ila in a case where the product to be bought was beans. In that case, there is no volume discount and therefore even if he didn't use all the money as he was supposed to, the principal can have no claim to say that the instruction wasn't followed.
- **A:** We can answer the question from the last case of our Mishna. The woman was instructed to sell off land to pay her kesubah of 400, and she went and sold small pieces for 100 each. We see that the sale is still effective!
 - The Gemara says this is no proof, because it may be referring to a situation as discussed by **R' Shisha the son of R' Idi**, where the land sold was 4 separate pieces, not near each other. In that case there is no choice but to sell them separately.
- **Q:** Obviously, if the person tells the shaliach to sell the land "to one person, and not to two people", if he sells it to two people the sale would be void. What if he tells the shaliach to sell the land "to one person", leaving out the second part of the above statement. If he then sells it to 2 people, is the sale valid? **A:** **R' Huna** said, although the person doesn't say it, he means that it should *only* be sold to one person. **R' Chisda and Rabbah bar R' Huna** both said that he means it may even be sold to 2 people, and even 100 people.
 - **R' Chisda and Rabbah bar R' Huna** asked **R' Nachman** what the Halacha is in this case, and he said the shaliach may sell it to 2 or even 100 people. They then asked, what if the shaliach sold it for less than the principal wanted to sell it for, would the sale be void? He said, in that case the sale would be void. Although if a regular seller mistakenly undercharges the sale remains valid, if the shaliach of the seller undercharges the sale is void.
 - We find that there is a difference between a regular seller and a shaliach in this type of case regarding separation of terumah. If the shaliach mistakenly takes too much or too little (by more than a certain allowable discrepancy) the separation becomes void. On the other hand, if the owner mistakenly does so, the separation is considered to be valid.
 - **A:** We can answer the question from the last case of our Mishna. The woman was instructed to sell off land to pay her kesubah of 400, and she went and sold small pieces for 100 each. We see that the sale is still effective even though it was to multiple people!
 - **R' Shisha the son of R' Idi** said, the case in the Mishna is where the land sold was 4 separate pieces, not near each other. In that case there is no choice but to sell them separately.

-----Daf 7---100-----

MISHNA

- If property is sold by Beis Din and was sold at a sixth less or more than its true value, the sale is void. **R' Shimon ben Gamliel** says the sale is valid, because if not, in what way is Beis Din better than anybody else?

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- If Beis Din put out notices of the impending sale, then even if they sold a field worth 100 for 200, or a field worth 200 for 100, the sale is valid.

GEMARA

- **Q:** If a shaliach sells land, is the sale treated like that of a widow and the sale becomes void if not sold for the true value, or is it like the sale of Beis Din, in which case it does not become void unless the error is equal to a sixth of the value? **A: Rava in the name of R' Nachman** said he is treated like Beis Din since he is not selling it for his own sake (like Beis Din), and **R' Shmuel bar Bisna in the name of R' Nachman** said he is treated like a widow since he is an individual person selling the land (like the widow).
 - The Gemara paskens that the shaliach is treated like the widow.
 - **Q:** Why is it that regarding the sale the shaliach is treated like the widow who may not deviate from the instructions at all, and regarding terumah we have a Mishna that says that if a shaliach separated a bit more or a bit less than the principal's intention the separation is not void? **A:** Regarding terumah, since people of different levels of generosity give different amounts, the shaliach can claim that he thought the principal was a more generous or less generous person. However, when it comes to selling a property, if it is sold for less than its value, it is a complete mistake, which is not something that the shaliach was appointed to do.
- **R' Huna bar Chanina in the name of R' Nachman** said, the Halacha follows the **Chachomim** (the T"K) in our Mishna.
 - **Q:** Is this to say that **R' Nachman** does not hold the view that "if so, how is Beis Din any better than anyone else"? We find that **R' Nachman** says that if a court appointed guardian divides the property of an estate among the orphans, when the orphans become adults they may not dispute the way it was divided, because if we say that they may, how is Beis Din better than anyone else? **A:** Our Mishna is discussing where Beis Din made an error. In such a case **R' Nachman** says that we do not need to be concerned for them. In the case of the guardian they did not make a mistake, and we therefore must respect their decision.
 - **Q:** If no mistake was made, in what way do the orphans want to complain about the division? **A:** They want to complain about the location of the properties in the way they were divided.
 - **R' Dimi** said that **Rebbi** paskened in an actual case like the **Chachomim**, but **Prata the son of R' Elazar ben Prata HaGadol** said to him, "If so, how is Beis Din any better than anyone else!?" Based on that **Rebbi** reversed his decision in the case.
 - **R' Safra** said that **Rebbi** was going to pasken like the **Chachomim** in an actual case, but before he could do so **Prata** made his comment and **Rebbi** therefore did not pasken in the case like the **Chachomim**.
 - **Q:** Maybe we can say that **R' Dimi** and **R' Safra** argue whether one may reverse a psak that was given if it turns out that he erred in something taught in a Mishna? **A:** It may be that all would agree that a psak could be reversed. The machlokes may just be as to what the actual case was (whether he had already paskened or was about to pasken).
- **R' Yosef** said, when a widow sells her husband's properties, the guarantee obligation to the buyer is on the orphans. Also, when Beis Din sells property of the estate, the guarantee obligation to the buyer is on the orphans.
 - **Q:** This is obvious!? **A:** We would think that when one buys a property from a sale by Beis Din, since it was announced publicly for a while there will be no one who will later claim that property, and he therefore purchases it without a guarantee. **R' Yosef** teaches that there is a guarantee, and it is the responsibility of the orphans.

R' SHIMON BEN GAMLIEL OMER...

- **Q:** Until what point will an error of Beis Din remain valid according to **R' Shimon ben Gamliel**? **A: R' Huna bar Yehuda in the name of R' Sheishes** said, it will remain valid unless the error is for more than half of the true value. A Braisa says this as well.

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- **Ameimar in the name of R' Yosef** said, if Beis Din sold a property without first announcing the intent to sell, it is as if they erred regarding a clear Halacha in a Mishna and the sale would therefore be retracted.
 - **Q:** Why is it “as if” they erred regarding a Mishna? They have *actually* erred regarding a Mishna!? **A:** The Mishna could be understood as referring to a shaliach who sells without announcing the sale for a period of time. We would not know that it refers to Beis Din as well.
 - **Q: R' Ashi** asked **Ameimar**, our Mishna says that if the sale of Beis Din was off by a sixth of the true value the sale is void. This suggests that if the sale price was equal to the value it would be a valid sale. Presumably this refers to where there was no announcement, and still we see that the sale is valid!? **A:** The Mishna is discussing where they did announce the impending sale.
 - **Q:** Since the last case of the Mishna discusses where they made the announcements (which is why the sale is valid even though they sold it for less than the value), it must be that this previous case discusses where the announcement was not made, and still we see that the sale is valid!? **A:** The Mishna’s earlier case is discussing where the announcement was not made, because the Mishna is dealing with items that are sold without needing the announcement, whereas **Ameimar** was discussing things that need an announcement. **A2:** The Mishna is dealing with a time when announcements are not made before selling, as we learned that announcements are not made before selling for a head tax, for support, and for burial expenses. **A3:** Our Mishna is discussing a place where they did not have the custom to announce before selling, as we find was the custom in Neharda’ah.
- **R' Yehuda in the name of Shmuel** said, when we must sell the moveable items of orphans, we do so immediately. **R' Chisda in the name of Avimi** said, we wait to sell them in the market.
 - The Gemara says they do not argue. If the market day is near, we wait for the market. If it is far away, we sell it immediately, because we don’t want the items to depreciate.
 - We find that **R' Kahana** delayed selling beer of an orphan until Yom Tov. He said, although it may begin to spoil, it will bring in quicker money by Yom Tov time.
 - **Ravina** had wine of orphans. He wanted to ship it along with his wine to a distant city to sell. He asked **R' Ashi** whether he was allowed to do that or had to be concerned that the ship carrying the wine may sink. **R' Ashi** told him, you don’t have to treat the orphan’s wine with more care than you treat your own.

MISHNA

- A wife who is a minor and does mi’un, a wife who is a D’Rabanan ervah to her husband, and a wife who is an ayilonis, are not entitled to a kesubah payment, their husbands have no rights to the produce of the wife’s melog property, the women are not entitled to support, and are not entitled to keep their worn out clothing.
 - If the husband married the woman knowing that she was an ayilonis, she is entitled to a kesubah payment.
 - In the case of an almanah married to a Kohen Gadol, a divorcee or chalutzah married to a regular Kohen, a mamzeres or nesinah married to a Yisrael, or a Yisraelis who is married to a mamzer or nasin, the wife is entitled to a kesubah payment.

GEMARA

- **Rav** taught the first case of the Mishna as referring to a girl who was married off by her brothers as a minor and was then divorced while still a minor. That is considered a D’Rabanan marriage and she is not entitled to a kesubah. He would certainly hold this way where the girl did mi’un. **Shmuel** taught the Mishna as referring to a girl who did mi’un, however a minor married off by her brothers who then got divorced while still a minor would be entitled to a kesubah payment.
 - **Shmuel** follows his shita elsewhere where he lists a number of differences between the minor who does mi’un and the one who gets divorced. He says that a minor who does mi’un does not get a kesubah payment, does not become passul to marry the husband’s brothers, does not become passul to marry a Kohen, and need not wait 3 months before getting remarried. A minor who gets divorced is entitled to a

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kesubah payment, becomes assur to the husband's brothers, becomes passul to marry a Kohen, and must wait 3 months before remarrying.

- **Q:** Why does **Shmuel** have to list these differences when a Mishna already lists the differences of being passul to the brothers and being passul to a Kohen!? **A:** He listed them because of the additional difference of needing to wait 3 months before remarrying, which is not listed in the Mishna.
- **Q:** A Braisa brings a machlokes as follows. **R' Eliezer** says the marriage of a minor is meaningless, so her husband does not get her finds or her earnings, he may not annul her vows, does not inherit her, and if he is a Kohen he may not become tamei to her if she dies. The general rule is, that she is not considered a wife at all, except that she needs to do mi'un to break the relationship. **R' Yehoshua** says the marriage is meaningful, so he gets her finds and her earnings, he may annul her vows, he inherits her, and he may become tamei to her. The general rule is that she is considered a full-fledged wife (D'Rabanan), except that she can terminate the relationship with mi'un. Maybe we can say that **Rav** holds like **R' Eliezer** and **Shmuel** holds like **R' Yehoshua**? **A:** All would agree that **R' Eliezer** would hold that she would not get a kesubah payment. However, there could be a machlokes regarding **R' Yehoshua**. **Shmuel** could clearly hold like **R' Yehoshua** who can be said to hold that she gets a kesubah payment. **Rav** could say that he also follows **R' Yehoshua**, and he would say that **R' Yehoshua** only says that the benefits from the wife to the husband exist in this marriage, but he would hold that the benefits from him to her (e.g. the kesubah payment) do not exist in this marriage.