



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

Kiddushin Daf Mem Zayin

- **R' Ami** had said earlier that the last part of the Mishna is going on the second part of the Mishna, and is to be understood as saying, that where the man tells the woman he is being mekadesh her with "this date" and she then eats it, and he then says "with this date" and she then eats that, the value of the dates can't be combined to arrive at the necessary prutah of value needed for kiddushin. **Rava** says, this is only if he divides his statement by saying "with this one, and with this one, etc." However, if he said "be mekudeshes to me with these" and she then eats the dates, she is mekudeshes, because all the dates are already considered to be hers before she ate them.
 - There is a Braisa that says like **Rava** as well. The Braisa says, if a man said to a woman, become mekudeshes to me with an acorn, with a pomegranate, and with a nut, or if he said to her become mekudeshes to me with these, then if there is a prutah of value among them all, she is mekudeshes, and if not, she is not mekudeshes. If he said to her "with this" and she took it and ate it, and then he said "with this" and she took it and ate it as well, etc., she is not mekudeshes unless one of the items was itself a prutah value. Now, what is the first case of this Braisa? If the case is where he said be mekudeshes with the acorn *or* the pomegranate *or* the nut, then since the word "*or*" divides them, we should not look at the combined value to see if there was a prutah!? Rather, we must say that the case is where he said "*and*" instead of "*or*". If so, that is the same case as "with this one, with this one, etc."!? Rather it must be that he said "with these", and we are to understand the second clause of the Braisa as explaining the case of the first clause of the Braisa (that it is referring to "with these"). We see from this Braisa that in the first case there is no difference whether she ate them or left them there, as long as he said "with these", we will look at the combined value for a prutah. This is a proof to what **Rava** said.
 - **Rav and Shmuel** had said that the last part of the Mishna (where she ate the dates as they were given to her) was going on the first case of the Mishna, and the chiddush was, that although she is eating the dates, and she therefore has a higher level of benefit, if the date is not worth a prutah, the kiddushin is not a valid kiddushin. According to them, we will have to explain this Braisa, that the last part of the Braisa that discusses the case of the woman eating the dates as they are given to her, is following the view of **Rebbi**, who holds that we view these statements as divided statements, and not one of "with these". Based on this, the Braisa at the end is again teaching, that although she is eating it and having instant benefit, if it is not worth a prutah, she is not mekudeshes.
- **Rav** said, if one is mekadesh with a loan, the kiddushin is invalid, because a loan is given to be spent however the borrower desires, which means that the borrower is considered to be the owner of the money.
 - **Q:** Maybe we can say that it is actually a machlokes among Tannaim. A Braisa says, if one is mekadesh with a loan, the kiddushin is invalid, but some say that it is valid. Presumably the machlokes is that the **T"K** holds that a loan may be spent in any way, whereas the "some say" holds that the borrower may not spend the loan however he wants, and must instead invest it in a way that it is always available to be used to pay back the loan!? **A:** This can't be the point of machlokes, because the Braisa says that all agree that the money of a loan can be used to make a kinyan on a piece of land from the borrower to the lender, and if the **T"K** holds that the loan is viewed as belonging to the borrower, how can that money be used as a kinyan from the lender to the borrower? **R' Nachman** therefore said, that **R' Huna** explained, the case of a loan for kiddushin is totally different than thought. The case is where he told her to be mekudeshes to him

with a maneh, and the maneh he gave her was short one dinar, so he says let that be a loan from you to me and I will pay you for it later. In that case, the **T”K** holds that she will be embarrassed to collect on that loan and therefore the kiddushin is invalid, and the other Tanna holds that she will not be embarrassed, and therefore the kiddushin is valid.

- **Q:** We have learned that **R’ Elazar** said, if a man says “be mekudeshes to me with a maneh” and he then gives her only a dinar, the kiddushin is valid and the man must pay her the balance of the maneh. Based on what we have just said, must we say that this statement of **R’ Elazar** is actually a machlokes among Tanna’im? **A:** When the maneh is missing only one dinar, she will be embarrassed to collect. When the maneh is missing 99 dinars she will not be embarrassed to collect, and therefore the kiddushin is valid.
- **Q:** A Braisa says, if a man tells a woman “be mekudeshes to me with the item that I had given to you for safekeeping”, and she then went to get that item and discovered that it was lost or stolen, if there is a prutah of the item remaining, she is mekudeshes. If not, she is not. With regard to a loan, even if she does not have a prutah of the loan remaining, she is mekudeshes. **R’ Shimon ben Elazar in the name of R’ Meir** says, the case of the loan is considered to be the same as the case of the item left for safekeeping. Now, they only argue whether or not a prutah of the loan must be remaining. They both seem to agree that a loan can be used for kiddushin!? **A: Rava** said, this Braisa can’t be used to ask a question, because it is mistake. With regard to the case of the object left for safekeeping, it can’t be discussing where she accepted responsibility if the object was lost or stolen, because then she would be obligated to pay for it, and it would be the same case as that of a loan! If the case is that she didn’t accept responsibility, then why did the Braisa use the case of a loan to contrast, it could have contrasted using the same case of the guarded object, only one is where she didn’t accept responsibility and one is where she did (which is the case of a loan)!? Rather, we must say, the Braisa should be read as saying, in the case of a loan, even if there is a prutah remaining she is not mekudeshes, and **R’ Shimon ben Elazar in the name of R’ Meir** says the case of the loan is considered to be the same as the case of the item left for safekeeping. Therefore, if there is a prutah remaining, she is mekudeshes.
 - **Q:** What is the point of machlokes between the **T”K** and **R’ Shimon ben Elazar in the name of R’ Meir** in the Braisa? **A: Rabbah** said, the machlokes is whether a loan that has not yet been spent is considered to belong to the lender (i.e. he can still take the money back at this point) or to the borrower. The **T”K** says it belongs to the borrower and that is why it cannot be used for kiddushin from the lender, and **R’ Shimon ben Elazar in the name of R’ Meir** says that it is considered to belong to the lender.
 - **Q:** We find that **R’ Huna** says that if one borrows an ax, he is not koneh it to be his for the period of the borrowing until he actually uses the ax. Shall we now say that this is actually dependent on the machlokes Tanna’im in the Braisa? **A:** With regard to an item (as opposed to money), all would agree that since the actual item must be returned, it is not considered to belong to the borrower until he uses it and begins the borrowing process. However, with regard to money, since the actual coins borrowed need not be returned, that is where there is a machlokes.
- **Q:** Maybe the halacha of **Rav** is a machlokes among Tanna’im in a Braisa. A Braisa says, if a man says “be mekudeshes to me with this promissory note” or, he is owed money by other people and he gives her the right to collect this money, **R’ Meir** says the kiddushin is valid, and the **Chachomim** say it is not valid. Now, what is the case of the promissory note? If it is from someone else who owes him money, that is essentially the next case of the Braisa!? We must say that it is a promissory note for money that she owes him, and we see that the machlokes is whether a loan is a valid form of kiddushin!? **A:** The promissory note is actually from somebody else. The two cases of the Braisa are the case of an oral loan and the case of a written loan, and the machlokes Tanna’im is regarding both these types of loans. Regarding the written loan the machlokes is like the

machlokes between **Rebbi and the Rabanan**, whether one can be koneh a promissory note by simply handing it over to another person – **R' Meir** says that she is koneh simply by receiving the note, and the **Rabanan** say that she is not koneh and therefore does not become mekudeshes. They also may argue in the halacha of **R' Pappa**, who says that when a document is being transferred, the seller must write that he is transferring the document and all encumbrances, and this was not done in the Braisa – **R' Meir** doesn't hold of **R' Pappa** and the **Rabanan** do. We can also say that they argue regarding the halacha of **Shmuel**, who says that if one sells his document, he still has the power to be mochel the loan – **R' Meir** does not hold like this, and therefore the document can be used for kiddushin, and the **Rabanan** hold like **Shmuel**, and therefore it can't be used for kiddushin, because the husband still has the power to render the document worthless. We can also say that they both hold like **Shmuel** and argue whether a woman believes that the man would be mochel the loan and hurt her financial interest.

- With regard to the oral loan, the machlokes is regarding the halacha of **R' Huna in the name of Rav**, who says that one may tell his debtor to pay a third party instead of giving the money back to him, and if he does so with all 3 parties present, this third person is koneh the rights to the loan. That is the case in the Braisa. The **Rabanan** say that **Rav** only said this halacha regarding an item given for safekeeping, and therefore the loan was never transferred to the woman, and can't be used for kiddushin. **R' Meir** says the halacha was even said for a loan, and therefore the loan was given to the woman, and she is mekudeshes.