



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

Bava Kamma Daf Pey Tes

- **Abaye** said, once we have mentioned the concept of the kesubah being sold at a discount, let us say something about it – the halacha is that if a woman sells her kesubah for the discounted amount, the money goes to her. We can prove this, because if it goes to her husband, then in the previous case, where eidem zomemim said she is not entitled to her kesubah, why are they even chayuv to give her the discounted amount? Since it goes to the husband, they should not have to give her anything at all!? **R' Salman** said, this is no proof. It may be that even though the husband gets the money, since it increases the money in the home, which would benefit the wife, they therefore must pay something to the wife.
 - **Rava** paskened, the discounted price from the sale of a kesubah goes to the woman, and we do not even let the husband have the profits from that money (i.e. we don't make her use the money for a piece of land and then allow the husband to eat the produce).
- When **R' Pappa** and **R' Huna the son of R' Yehoshua** came from the Yeshiva of **Rav**, they said we can see the enactment of Usha in our Mishna. The Mishna said, dealing with a slave and a married woman is bad, because if one injures them he would be chayuv, but if they injure someone they are patur. Now, without the enactment of Usha, why can't we make the woman sell her melug property and pay for her damage? It must be that we have the enactment of Usha.
 - The Gemara says this is no proof, because even if the enactment of Usha exists, we should make her sell the melug property for a discounted price, and pay with that money!? Rather, the case must be where there is no melog property, and therefore there is no proof.
 - **Q:** Why don't we make her sell her kesubah for a discounted price and pay for her damage with that? **A:** The Mishna follows **R' Meir**, who holds that a couple may not live together without a kesubah (so if she sells it, she could no longer live with her husband).
 - **Q:** The reason **R' Meir** holds that way is that the husband has no deterrent and will easily divorce her if he has no kesubah obligation. However, in this case he would still have to pay the kesubah, only to the buyers rather than the wife, so the deterrent still exists!? **A:** Rather, the reason we don't make her sell her kesubah to pay for her damage is that a kesubah is mere "words" and words are not subject to a lien for damages.
 - **Q:** These are "words" that can be sold for money, so why are they not subject to a lien? **A:** They reason we don't force the woman to sell her kesubah is that, as **Shmuel** says, she would be able to be mochel the kesubah obligation even after the sale, with the effect that the buyer of the kesubah will suffer a financial loss.
 - **Q:** Why is the chance that she will be mochel enough to prevent us from making her sell her kesubah? **A:** Given her relationship and affinity for her husband, she will *definitely* be mochel the obligation, and by forcing her to sell, we are essentially directly causing a loss to the buyer.
 - **Q:** Why don't we just make her give the kesubah to the damaged party, and the chance that she will be mochel will put him in no less advantageous of a position than if he got nothing at all? **A:** Since she will definitely be mochel it, making Beis Din oversee the giving of the kesubah to the damaged party would be wasting their time.
 - **Q:** A Braisa says, if a wife damages her husband, we do not make her give up her kesubah as payment. Why don't we make her give the kesubah rights to him,

because if she is mochel in that case, there is no loss for anybody? **A:** The Braisa follows **R' Meir**, who holds that a couple may not live together without a kesubah (so if she sells it, she could no longer live with her husband).

- **Q:** In this case, if he divorces her he would then collect her kesubah as payment, so there is anyway no deterrent to divorce her!? **A:** The case of the Braisa is that the kesubah is worth a lot of money, so he would not divorce her just to collect for the damages (which are less than the kesubah).
- **Q:** If the case is that the kesubah was written for more than the required minimum, why don't we make her sell that excess and pay with that money, but retain the minimum, so that they can remain married? **A:** The case is that the kesubah was for the minimum amount, but the damage was less than that amount.
- **Q:** The end of the Braisa says, just as she cannot sell her kesubah while she is married to him, so too she does not forfeit the kesubah to him while she is married to him. Now, according to what we have said, there can be a case where she would forfeit the kesubah to him – namely, where the kesubah is for more than the minimum required kesubah!? **A: Rava** said, the end of the Braisa is talking about something totally different – it is talking about the “ksubas benin dichrin” (the concept that if a woman predeceases her husband, in which case he inherits her kesubah, when he dies, the amount of her kesubah is given to her sons before the remaining estate of the father is divided among his other sons as well), and is saying that just as when a woman sells her kesubah she does not lose the ksubas benin dichrin concept, because it was her finances that made her sell, the same is true if she sells her kesubah to her own husband.
- **Q:** Maybe we can say that the enactment of Usha is actually subject to a machlokes among Tanna'im. One Braisa says, a slave of melog property goes out free if the wife knocked out its tooth or eye, but not if the husband did so. Another Braisa says it does not go out free in either of these cases. The Gemara assumes that all hold that ownership of rights to produce is not considered ownership of the asset itself. If so, the machlokes between the Braisos must be that the first Braisa does not hold of the enactment of Usha and the second Braisa does? **A:** We can say that all hold of the enactment of Usha, but it may be that the first Braisa was discussing before the enactment was made, and the second Braisa is discussing after it was made. **A2:** Both Braisos hold of the enactment of Usha, and both are discussing after the enactment was made. The first Braisa holds like **Rava**, who said that freeing a slave removes it from any lien, and similarly, the wife knocking out its tooth will remove it from the lien of the husband. The second Braisa agrees with **Rava**, but holds that the Usha enactment made the husband's rights stronger than a typical lien, and even the freeing of the slave will not trump it. **A3:** Both Braisos do not hold of the enactment of Usha, and the machlokes is whether we hold that ownership of rights to the produce is considered to be full ownership of the asset.