

The Soncino Babylonian Talmud



KETHUBOTH

Book III

Folios 54b-77b

CHAPTERS V-VII

TRANSLATED INTO ENGLISH WITH NOTES

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Reformatted by Reuven Brauner, Raanana 5772

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Kethuboth 54b

'Four hundred *Zuz*¹ [of the value of this] wine shall be given to my daughter', and the price of wine rose. 'The profit', ruled R. Joseph, 'belongs to the orphans'.²

Relatives of R. Johanan had [the responsibility of maintaining their] father's wife who was in the habit of consuming much³ food. When⁴ they came to R. Johanan⁵ she told them, 'Go and ask your father that he should assign a plot of land for her maintenance'.⁶ When they subsequently came before Resh Lakish, he said to them, '[By such an assignment] he has increased all the more [the allowance for] her maintenance'.⁷ 'But', they said to him, 'R. Johanan did not say so?' —

'Go', he told them, 'and give her [proper maintenance], otherwise⁸ I shall pull R. Johanan out of your ears'. R. Johanan, when they came to him again, said to them, 'What can I do when one of equal standing⁹ differs from me?' R. Abbahu stated: This was explained to me by R. Johanan: [If the husband] said,¹⁰ 'towards maintenance' he has thereby increased [the allowance for] her maintenance;¹¹ but if he said,¹⁰ 'for maintenance' he has thereby limited the allowance for her maintenance.¹²

CHAPTER V

MISHNAH. ALTHOUGH [THE SAGES] HAVE ENACTED THAT A VIRGIN COLLECTS¹³ TWO HUNDRED *ZUZ*¹⁴ AND A WIDOW ONE *MANEH*,¹⁴ IF HE [THE HUSBAND] WISHES TO ADD, EVEN A HUNDRED *MANEH*, HE MAY DO SO. [A WOMAN] WHO WAS WIDOWED OR DIVORCED, EITHER AFTER BETROTHAL OR AFTER MARRIAGE, IS ENTITLED TO COLLECT ALL [THAT IS DUE TO HER].¹⁵ R. ELEAZAR B. AZARIAH RULED: [ONLY A WOMAN WIDOWED] AFTER HER MARRIAGE RECEIVES ALL [THAT IS DUE TO HER], BUT IF AFTER A BETROTHAL, A VIRGIN RECOVERS ONLY TWO HUNDRED

*ZUZ*¹⁴ AND A WIDOW ONLY ONE *MANEH*,¹⁴ FOR THE MAN PROMISED¹⁶ HER [THE ADDITIONAL JOINTURE] WITH THE SOLE OBJECT OF MARRYING HER.¹⁷ R. JUDAH RULED: IF [A HUSBAND] WISHES HE MAY WRITE OUT FOR A VIRGIN¹³ A DEED FOR TWO HUNDRED *ZUZ* AND SHE WRITES [A QUITTANCE],¹⁸ 'I HAVE RECEIVED FROM YOU A *MANEH*', AND FOR A WIDOW [HE MAY WRITE OUT A DEED FOR] A *MANEH* AND SHE WRITES [A QUITTANCE]. 'I HAVE RECEIVED FROM YOU FIFTY *ZUZ*'. R. MEIR RULED: [THE INTERCOURSE OF] ANY MAN WHO UNDERTAKES TO GIVE A VIRGIN LESS THAN TWO HUNDRED *ZUZ*¹⁴ OR A WIDOW LESS THAN A *MANEH*¹⁴ IS¹⁹ AN ACT OF PROSTITUTION.

GEMARA. [Is not this]²⁰ obvious? — It might have been presumed that the Rabbis have fixed a limit in order that the man who has no means might not be put to shame; hence we were taught [that there was no limit].

IF HE WISHES TO ADD, etc. It was not stated, 'If he wishes to write',²¹ but 'WISHES TO ADD'.²² This then provides support for [a ruling which] R. Aibu stated in the name of R. Jannai. For R. Aibu stated in the name of R. Jannai: The supplementary provisions²³ [that are included] in a *Kethubah* are subject to the same regulations as the statutory *Kethubah*.²⁴ [In what respect] can this²⁵ matter?²⁶ — In respect of a woman who sells or surrenders [her *Kethubah*],²⁷ or one who rebels,²⁸ one who impairs,²⁹ or claims [her *Kethubah*],³⁰ or one who transgresses the Law;³¹

1. V. [Glos.](#)
2. Since the bequest was not a quantity of wine but a specified sum of money.
3. Lit., 'spoil', or 'caused to diminish, (Af. of [H]).
4. During their father's lifetime. He was on the point of dying and disposing of his property (cf. p. 322, n. i).
5. To consult him as to how they could reduce their liability.
6. So that the liability of the heirs would thereby be limited to the value of that plot of land only. Such an assignment, of course, is valid

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only if it was made on one's death bed and is subject in addition to the woman's consent (V. *Pe'ah*, III, 7 and Rashi a.l.). The efficacy of R. Johanan's advice being dependent on the consent of the woman explains also why R. Johanan, despite his regrets for giving advice to relatives (*supra* 52b), proceeded to advise them again (v. Tosaf. a.l. s.v. [H]). In the other case his advice was effective despite the woman's wish.

7. His assignment of the land cannot deprive the widow of her right to proper maintenance, and can only be regarded as the provision of an additional source of income from which she might draw in case the maintenance the heirs provided was not on a liberal scale.
8. Lit., 'and if not'.
9. Lit., 'who is corresponding to me'.
10. When he assigned a particular plot of land for his wife's maintenance.
11. 'Towards' implying an addition to what is already due to her.
12. 'For maintenance' implying 'in return' or compensation for the maintenance to which she is entitled.
13. As her statutory *Kethubah*.
14. V. [Glos.](#)
15. Sc. her statutory *Kethubah* as well as any additional jointure her husband may have settled upon her.
16. Lit., 'wrote'.
17. And since he died before marrying her she can have no claim to it.
18. Though she has received nothing.
19. Lit., 'behold this'.
20. That A HUSBAND MAY ADD, IF HE WISHES, etc.
21. Which might have implied a mere gift.
22. Sc. to the *Kethubah*, implying that the additional jointure assumes the same designation as the statutory *Kethubah* itself.
23. Such as additional jointure, maintenance, or any other of the terms mentioned in the previous chapter.
24. *Infra* 104b.
25. The treatment of the additional jointure as the statutory *Kethubah*.
26. Lit., 'it goes out (results) from it'.
27. By such an act she sells her additional jointure as well as her statutory *Kethubah* though only '*Kethubah*' was mentioned when the transaction took place.
28. Against her husband, by refusing conjugal rights or work (v. *infra* 63a). If, in consequence, reductions are made from her *Kethubah* (v. *loc. cit.*) her additional jointure, like her statutory *Kethubah*, is subject to these deductions.
29. By admitting that she had already been paid a part of her *Kethubah* (*infra* 87a). In such a

case she cannot recover the balance of the additional jointure even though that part of the *Kethubah* had been left unimpaired. (v. Tosaf. s.v. [H]).

30. V. *supra* 54a. As she loses her maintenance by claiming her statutory *Kethubah* so she loses it by claiming only her additional jointures (Rashi).
31. A woman who transgresses the Mosaic law or traditional Jewish practice may be divorced without receiving her *Kethubah* (*infra* 72a). This applies to her additional jointure also.

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in respect of amelioration,¹ an oath,² and the Sabbatical year,³ in respect of him who assigned all his property to his sons,⁴ or the recovery of payment out of real estate and from the worst part of it,⁵ also in respect of [the law of a widow] while in her father's house,⁶ and of the *Kethubah* for male children.⁷

It was stated: The *Kethubah* for the male children,⁸ [the scholars of] Pumbeditha⁹ ruled, may not be collected from sold or mortgaged property,¹⁰ for we have learned,⁸ 'They shall inherit';¹¹ and the scholars of¹² Matha Mehasia¹³ ruled: It may be collected from sold or mortgaged property, for we have learned,⁸ 'They shall take'.¹⁴ The law, however, is that it may not be collected from sold or mortgaged property, since we have learned,⁸ 'They shall inherit'.¹¹

Movables¹⁵ which are available¹⁶ [may be collected]¹⁷ without an oath,¹⁸ but if they are not available,¹⁹ [the *Kethubah* may, the scholars of] Pumbeditha ruled, [be collected]²⁰ without an oath¹⁸ and the scholars²¹ of Matha Mehasia ruled: Only with an oath. The law [is that they may be collected] without an oath.

If [her husband] has set aside for her a plot of land [defining it] by its four boundaries²² [she²³ may collect from it] without an oath;²⁴ but if [he only defined it] by one boundary, [the scholars of] Pumbeditha ruled [that collection²⁵ may be made from it] without an oath,²⁴ but the scholars of Matha Mehasia

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ruled: Only with an oath.²⁶ The law, however, is that collection²⁵ may be effected without an oath.²² If a man said to witnesses, 'Write out [a deed],²⁷ sign it and give it to a certain person',²⁸ and they took from him symbolic possession there is no need²⁹ to consult him.³⁰ [If, however,] no symbolic possession was taken, [the scholars of] Pumbeditha ruled, there is no need²⁹ to consult him,³⁰ but the scholars of Matha Mehasia ruled: It is necessary to consult him. The law is that it is necessary to consult him.

R. ELEAZAR B. AZARIAH, etc. It was stated: Rab and R. Nathan [differed]. One maintained that the *Halachah* was in agreement with R. Eleazar b. Azariah and the other maintained that the *Halachah* was not in agreement with R. Eleazar b. Azariah. You may conclude that it was R. Nathan who maintained that the *Halachah* was in agreement with R. Eleazar b. Azariah³¹ since R. Nathan was heard [elsewhere] to follow [the rule of] assumption,³² he³³ having stated that the *Halachah* was in agreement with R. Simeon Shezuri in the case of a man dangerously ill³⁴

1. Of the estate of the husband after his death. As the statutory *Kethubah* cannot be recovered from such amelioration (v. Bek. 51b) so cannot the additional jointure either.
2. A woman must take an oath in respect of her additional jointure in all cases where she takes an oath in respect of her statutory *Kethubah* (*infra* 87a).
3. In which all debts must be released (v. Deut. XV. iff) but not the obligation of a *Kethubah* (v. Git. 48b). The exemption applies to both the statutory *Kethubah* and the additional jointure.
4. And left any fraction of land for his wife. Thereby she loses her *Kethubah* (v. B.B. 132a) and her additional jointure also.
5. These restriction apply to the additional jointure as well as to the statutory *Kethubah* (v. Git. 48b).
6. She may claim her *Kethubah* within twenty-five years only (v. *infra* 104a). This applies also to her additional jointure. There is no time limit in the case of a widow who lives in her late husband's house.
7. The children are entitled to their mother's additional jointure just as they are entitled to

her statutory *Kethubah* and to the dowry, which her father gave to her husband on the occasion of their marriage, and which also forms a part of the *Kethubah* obligations of a husband.

8. V. Mishnah *supra* 52b.
9. [H] (lit., 'mouth of Beditha', one of the canals of the Euphrates), was a Babylonian town famous as a Jewish centre of learning.
10. Of the widow's late husband.
11. One inherits free assets only.
12. Lit., 'sons of'.
13. [H] is a suburb of Sura in Babylonia.
14. Instead of they shall inherit'. This implies that the children are entitled to the *Kethubah* as a gift made to them by their father at the time of his marriage with the right to seize his property wherever it may be found.
15. Pledged by a husband for the *Kethubah* of his wife.
16. At the time of the man's death.
17. By the widow who, in other circumstances, is required to take an oath to the effect that her late husband had not given her some money or objects of value as a security for her *Kethubah*.
18. Since it is definitely known what objects of value had been set aside for her *Kethubah* there is no reason to suspect that any other objects or money also had been secretly deposited with her.
19. If, e.g., they were lost.
20. From the landed property of the deceased, since all of it is legally pledged for the *Kethubah* of one's wife.
21. Lit., 'sons'.
22. As a special security for her *Kethubah*.
23. When her husband dies.
24. Cf. *supra* p. 325, n. 14, *mutatis mutandis*.
25. V. *loc. cit.* n. 13.
26. As only one of the four boundaries had been indicated the plot of land cannot be regarded as a definite security, and the suspicion may be entertained that her husband may have given her some private deposit as a security for her *Kethubah* (cf. *supra* p. 325, n. 13).
27. E.g., of a gift of land.
28. Lit., 'to him'.
29. Before the deed is written (Rashi).
30. Whether his instructions were seriously meant or whether he has not since changed his mind (cf. Rashi). According to some authorities the consultation relates to the question of entering a clause pledging the donor's property (cf. Tosaf. s.v. [H]).
31. Whose opinion in our Mishnah is based on the assumption that THE MAN PROMISED ... WITH THE SOLE OBJECT, etc.
32. Wherever a man did not specify his intention or motive.

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33. Cur. edd. read 'R. Nathan'. In Hul. 75b the reading is 'R. Jonathan', and in Men. 30b 'R. Johanan'.
34. Who gave instructions for a letter of divorce to be written for his wife. The document may be delivered to the woman, even though its delivery was not mentioned in the instructions, because it is assumed that the dying man intended it for this purpose (v. Git. 65b).

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and in that of *Terumah*¹ of the tithing of *demai*² produce.³ But does not Rab, however, follow [the rule of] assumption? Surely it was stated: As to the gift of a dying man⁴ [in the deed of] which was recorded [symbolic] acquisition, the school of Rab in the name of Rab reported [that the testator] has [thereby] made him⁵ ride on two harnessed horses;⁶ but Samuel said: I do not know what decision to give on the matter.

'The school of Rab in the name of Rab reported [that the testator] has [thereby] made him ride on two harnessed horses', for it is like the gift of a man in good health,⁷ and it is also like the gift of a dying man.⁸ 'It is like the gift of a man in good health', in that, if he recovered, he cannot retract,⁷ and 'it is like the gift of a dying man' in that, if he said that his loan⁹ [shall be given] to X, his loan [is to be given] to X.¹⁰ 'But Samuel said: I do not know what decision to give on the matter', since it is possible that he¹¹ decided not to transfer possession to him¹² except through the deed,¹³ and no [possession by means of a] deed [may be acquired] after [the testator's] death!¹⁴

1. V. [Glos.](#)
2. V. [Glos.](#)
3. V. Dem. IV, 1. In this as in the previous case the rule of assumption is followed. Cf. p. 326, n. 10.
4. Who distributed all his estate. V. B.B. Sonc. ed. p. 658, n. 2. The verbal assignment of a dying man is valid and requires no deed or formal acquisition.
5. The recipient.
6. I.e., his claim has a double force: That of the gift of a dying man and that of legal

acquisition. [H], pl. of [H] 'a harnessed or galloping horse'.

7. Owing to the symbolic acquisition that took place.
8. Cf. *supra* note 3.
9. Lit., 'my loan', a debt which someone owes him.
10. Although the money was not at that time in his possession and the gift was not made in the presence of the three parties concerned (v. B.B. 144a).
11. By the unnecessary symbolic acquisition. V. *infra* n. 12.
12. The donee.
13. Not merely by virtue of the legal validity of his instructions (v. *supra* note 3).
14. Hence it was difficult for Samuel to give a decision on the matter (v. B.B. Sonc. ed. p. 658, n. 11). As Rab, however, definitely ruled in favor of the donee on the assumption that the donor 'made him ride on two harnessed horses', it follows that Rab is guided by the rule of assumption. How then could it be implied *supra* that it was Rab who held that the *Halachah* was not in agreement with R. Eleazar b. Azariah.

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— The fact, however, is that both¹ follow [the rule of] assumption; and he who stated that the *Halachah* [was so]² was well justified, [while in respect of] him who stated that the *Halachah* was not [so],³ [it may be explained that] here⁴ also [the ruling is based on] an assumption, that the man's object⁵ [it is assumed] was the formation of a mutual attachment,⁶ and such attachment has indeed been formed.⁷

R. Hanina⁸ once sat in the presence of R. Jannai when he stated: The *Halachah* is in agreement with R. Eleazar b. Azariah. [The Master] said to him, 'Go Out' read your Biblical verses outside;⁹ the *Halachah* is not in agreement with R. Eleazar b. Azariah'.

R. Isaac b. Abdimi stated in the name of our Master:¹⁰ The *Halachah* is in agreement with R. Eleazar b. Azariah. R. Nahman stated in the name of Samuel: The *Halachah* is in agreement with R. Eleazar b. Azariah.

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R. Nahman in his own name, however, stated that the *Halachah* was not in agreement with R. Eleazar b. Azariah, while the Nehardeans stated in the name of R. Nahman that the *Halachah* was in agreement with R. Eleazar b. Azariah. And though R. Nahman uttered a curse, proclaiming, 'Such and such a fate shall befall every judge who gives a ruling in agreement with the opinion of R. Eleazar b. Azariah', the *Halachah* is nevertheless in agreement with R. Eleazar b. Azariah.

And the *Halachah* in practice is in accordance with the Opinion of R. Eleazar b. Azariah.

Rabin enquired: What is the law¹¹ where the bride only entered the bridal chamber but there was no intercourse? Is the *Kinyan*¹² effected by the affectionate attachment in the bridal chamber¹³ or is the *Kinyan* effected by the affectionate attachment of the intercourse?¹⁴ — Come and hear what R. Joseph learnt: 'Because he assigned¹⁵ it to her only on account of the affectionate attachment of the first night'. Now, if you grant that it is the affectionate attachment in the bridal chamber that effects the *Kinyan* it was correct for him to state 'the first night'. If, however, you contend that it is the affectionate attachment of the intercourse that effects the *Kinyan*, does this [it may be objected, first] take place on the first night only and not subsequently? —

What then [do you suggest]? The [affectionate attachment in the] bridal chamber? Is the bridal chamber [it may be retorted] entered¹⁶ in the night only and not in the day time!¹⁷ — But according to your argument does intercourse take place at night and not in the day time? Surely Raba stated: If one was in a dark room [intercourse] is permitted!¹⁸ — This is no difficulty. He¹⁹ may have taught us that it is proper conduct²⁰ that intercourse should be at night; but [if it is maintained that it is the affectionate attachment in the] bridal chamber [that effects the *Kinyan*] the difficulty arises!²¹ — [The assumption that *Kinyan* is effected in the] bridal chamber also

presents no difficulty. Since, usually, the bridal chamber is a prelude to²² intercourse he taught us that it was proper that [it should be entered] at night.

R. Ashi enquired: What is the law²³ where [a bride] entering the bridal chamber became menstruous?²⁴ If you should find [some reason] for saying that it is the affectionate attachment in the bridal chamber that effects the *Kinyan*²⁵ [the question still remains whether this applies only to] a bridal chamber that is a prelude²⁶ to intercourse but not to a bridal chamber that is no prelude to intercourse,²⁷ or is there perhaps no difference?²⁸ — This remains unanswered.

R. JUDAH SAID: IF [A HUSBAND] WISHES HE MAY WRITE OUT FOR A VIRGIN, etc. Does R. Judah hold the opinion that a quittance is written?²⁹ Surely we learned: If a person repaid part of his debt, R. Judah said, he³⁰ must exchange [the bond for another].³¹ R. Jose said: He³² must write a quittance for him!³³ — R. Jeremiah replied: [Here it is a case] where the quittance is [written] within.³⁴ Abaye replied: You may even say [that here it is a case] where the quittance is not written within.³⁵ There³⁶ it is quite correct³⁷ [to disallow the use of a quittance, since the debtor] had undoubtedly repaid him³⁸ and it is possible that the quittance might be lost and that he³⁸ would produce the bond and thus collect [the paid portion of the debt] a second time. Here,³⁹ however, did he indeed give her anything?⁴⁰ It is a mere statement that she addressed to him.⁴¹ If, then, he preserved [the quittance] well and good;⁴² and if he did not preserve it, well, it is he himself who is the cause of his own loss. One can well understand why Abaye did not give the explanation as R. Jeremiah, since it was not stated⁴³ that the quittance was entered within,⁴⁴ but why did not R. Jeremiah give the same explanation as Abaye? — The quittance here⁴⁵ is forbidden as a preventive measure against the [erroneous permitting of] a quittance elsewhere.⁴⁶

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The reason [for the husband's exemption⁴⁷ is apparently] because she gave him a quittance in writing.⁴⁸ If, however, [she had surrendered a portion of her *Kethubah*] by word of mouth only [he would] not [have been exempt];⁴⁹ but why? This,⁴⁵ surely, is a monetary matter, and R. Judah was heard to rule that in a monetary matter one's stipulation⁵⁰ is valid. For was it not taught: If a man said to a woman, 'Behold thou art consecrated unto me⁵¹ on condition that thou shalt have no [claim] upon me [for] food, raiment or conjugal rights', she is consecrated,⁵² but the stipulation is null;⁵³ so R. Meir. R. Judah, however, said: In respect of monetary matters his stipulation is valid?⁵⁴ —

R. Judah is of the opinion that the *Kethubah* is a Rabbinical enactment,⁵⁵ and the Sages⁵⁶ have applied to their enactments⁵⁷ higher restrictions than to those of the Torah.⁵⁸ But what of the case of usufruct⁵⁹ which is a Rabbinical law and the Rabbis nevertheless did not apply any restriction to it;⁶⁰ for we learned: R. Judah said, He⁶¹ may for all time eat the fruit of the fruit⁶² unless he wrote out for her [the undertaking], 'I have no claim whatsoever⁶³ upon your estates and their produce and the produce of their produce for ever';⁶⁴

1. Rah and R. Nathan.
2. I.e., that it was in agreement with R. Eleazar b. Azariah.
3. Cf. preceding note, *mutatis mutandis*.
4. The statement *supra* against R. Eleazar b. Azariah.
5. In promising his bride an additional sum in her *Kethubah*.
6. Between him and his bride.
7. Even though no marriage has taken place. The woman is, therefore, entitled to the full sum she had been promised. Hence the statement (which has been ascribed to Rab) against the ruling of R. Eleazar b. Azariah.
8. Following the reading of Ber. 30b BaH adds 'the Bible teacher'.
9. [I.e., Go teach the Bible to children instead of venturing into the realms of the *Halachah*. Bible instructions were given in a place 'outside' the academy].
10. Rab (v. Rashi) or Rabbi, i.e., R. Judah the Patriarch (v. Tosaf. a.l. s.v. [H]). According to

Tosaf, the speaker here was the first R. Isaac b. Abdimi who was a disciple of Rabbi (cf. Shab. 40b) and a teacher of Rab (cf. B.B. 87a and Hul. 110a).

11. According to R. Eleazar b. Azariah's views in our Mishnah.
12. V. *Glos.* The legal and final union that may be regarded as marriage.
13. Huppah v. *Glos.* And the bride is consequently entitled to the full amount of the statutory, and the additional *Kethubah*.
14. And since this has not taken place the bride can only claim the statutory minimum.
15. Lit., 'wrote'.
16. Lit., 'there is'.
17. Why then did R. Joseph mention 'night'?
18. In the day time. V. *infra* 65b, Shab. 86a.
19. R. Joseph. V. *supra* n. 5.
20. Lit., 'the way of the earth'.
21. V. *supra* n. 5.
22. Lit., 'stands for'.
23. Is the bride entitled to the additional jointure of her *Kethubah*? Cf. *supra* p. 328, n. 9.
24. The bridegroom dying before intercourse had taken place. Intercourse with a menstruant is Pentateuchally forbidden. (Cf. Lev. XVIII, 19).
25. Cf. *supra* p. 328, n. 10.
26. Lit., 'suitable'.
27. Cf. p. 329, n. 12. The bride would consequently have no claim upon the additional sum she was promised.
28. The bride being entitled in either case to the full amount.
29. By a creditor to whom part of a debt was repaid; and consequently there is no need to exchange the bond for one in which the balance only is entered.
30. The creditor.
31. In which only the balance of the original debt is entered while the first bond is destroyed. The debtor cannot be compelled to accept a quittance which he would have 'to guard from mice' and the loss of which might involve him in a claim for the repayment of the full loan. It is more equitable that the creditor should change the bond.
32. The creditor.
33. B.B. 170b. Such a course is advantageous to the creditor, since a bond entitles its holder to seize any real estate which the debtor has sold or mortgaged after, but not before the date of his bond. Were a new bond for the balance to be written, the creditor would lose his right to seize any of the debtor's property that was sold or mortgaged between the date of the original bond and that of the new one. In the opinion of R. Jose the rights of the creditor must not be impaired, while in the opinion of R. Judah equity demands that the debtor be

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not encumbered with the necessity of taking care of the quittance (cf. *supra* n. 6). How then could it be stated here that R. Judah allowed the writing of a quittance?

34. I.e., is entered on the *Kethubah* itself, so that the husband, unlike the debtor spoken of in B.B., has no need to preserve any document.
35. Cf. *supra* n. 9.
36. The case of the payment of the part of a debt.
37. For R. Judah.
38. The creditor.
39. In our Mishnah.
40. So MS.M. reading [H].
41. She received no money at all from her husband.
42. Lit., 'he preserved it'.
43. In our Mishnah.
44. V. *supra* p. 330, n. 9.
45. The case of the *Kethubah*.
46. A debt, for instance, where R. Judah does not allow it (cf. *supra* p. 330, n. 6).
47. From the payment of the part of the *Kethubah* which his wife has surrendered (v. our Mishnah).
48. Lit., 'she wrote for him'.
49. Since our Mishnah speaks of writing.
50. Even though it deprives a person from a right to which he is Pentateuchally entitled.
51. The formula of marriage used by the bridegroom is, 'Behold thou art consecrated unto me by this ring according to the law of Moses and Israel'.
52. Becomes his lawful wife.
53. Since it is contrary to the law of the Torah. Cf. Ex. XXI, 10.
54. B.M 51a, 94a, B.B. 226b
55. Not Pentateuchal.
56. Sc. the Rabbis.
57. In order to prevent laxity.
58. The laws of the Torah, being universally respected, required no such additional restrictions.
59. *Melog* property (v. [Glos.](#)) to the fruit of which a husband is entitled during his lifetime while the property itself remains the possession of his wife.
60. A husband being allowed to surrender his right to the usufruct.
61. A husband who renounced his claim to the fruit of *Melog* property.
62. The fruit produced by lands that were purchased out of the proceeds of the fruit of the original property.
63. Lit., 'judgment and words'.
64. *Infra* 83a.

and it had been established that by 'writing'¹ only saying was meant!² — Abaye replied: All [married women] have a *Kethubah*; not all, however, have fruit. In respect of what is usual the Rabbis have applied restrictions. In respect of what is not usual, however, the Rabbis have made no restrictions.

But what of the case of ass-drivers³ which is a common occurrence and the Rabbis have nevertheless applied no restrictions to it; for we learned: Where ass-drivers entered a town and one of them declared, 'My [produce] is new and that of my fellow is old' or 'Mine is not fit for use⁴ but that of my fellow is fit', they are not believed; but R. Judah said, They are believed!⁵ — Abaye replied: To any Rabbinical enactment of an absolute character⁶ the Rabbis have applied further restrictions, but to any Rabbinical enactment of uncertain origin⁷ the Rabbis have added no further restrictions. Raba replied: They⁸ relaxed the law in respect of *demai*.⁹

R. MEIR RULED ... ANY MAN WHO ... GIVE ... LESS, etc. The expression, 'WHO ... GIVE ... LESS' [implies]¹⁰ even [if the assignment remained a mere] stipulation.¹¹ Thus it follows that he¹² is of the opinion that the man's stipulation is void and that the woman receives [her full *Kethubah*];¹³ yet since¹⁴ the man had said to her¹⁵ 'You will have but a *Maneh*',¹⁶ her mind is not at ease¹⁷ and his intercourse is regarded as an act of prostitution.¹⁸ But, surely, R. Meir was heard to rule that any stipulation¹⁹ which is contrary to what is written in the Torah is²⁰ null and void, [from which it may be inferred,²¹ may it not, that if it is] but against a law of the Rabbis it is²⁰ valid?²² — R. Meir holds the view that the *Kethubah* is a Pentateuchal institution.

It was taught: R. Meir ruled, If any man assigns to a virgin²³ a sum less than two hundred *Zuz* or to a widow less than a *Maneh* his marriage is regarded as²⁴ an act of prostitution. R. Jose ruled: One is permitted [to contract such a marriage].²⁵ R. Judah

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ruled: If the man wished he may write out for a virgin a bond for two hundred Zuz while she writes²⁶ for him, 'I have received from you a Maneh'; and [he may write a bond] for a widow for a *Maneh* while she writes²⁶ for him, 'I have received from you fifty Zuz'.²⁷

Is R. Jose then of the opinion that 'one is permitted [to contract such a marriage]'?²⁸ This surely is contrary [to the following:] A woman's *Kethubah* may not be made [a charge on] movable property as a social measure.²⁹ Said R. Jose: What social measure is this?³⁰ Their³¹ price, surely, is not fixed and they deteriorate in value.³² Now, did not the first Tanna also say that [a *Kethubah*] may not be made [a charge on movable property]?³³ Must he³⁴ not, consequently, have meant to say: This³⁵ applies only where he³⁶ accepted no responsibility;³⁷ but where he accepted responsibility³⁷ [the *Kethubah*] may be made [a charge upon them].³⁸

Thereupon came R. Jose to question: Even if he³⁶ did accept responsibility how [could the *Kethubah* be] made [a charge upon them]³⁹ when their price, surely, is not fixed and they deteriorate in value.⁴⁰ Now, if there,⁴¹ where the diminution in value [of the movables] is only a possibility,⁴² R. Jose provides against it, would he not even more so [adopt a similar course] here⁴³ where the diminution [of the *Kethubah*] is a certainty? — How now! There⁴⁴ she did not know it⁴⁵ to think of surrendering her rights;⁴⁶ but here she was well aware [of the fact]⁴⁷ and has definitely surrendered her rights.

The sister of Rami b. Hama was married to R. Iwia

1. In R. Judah's statement.
2. Lit., 'what writes? says'. Which proves that, according to R. Judah no restrictions were made even in the case of a Rabbinical law.
3. About whose imported produce it is uncertain whether it has been tithed (v. [Glos.](#) s.v. *Demai*). Such produce is only Rabbinically forbidden.
4. I.e., it had not been duly tithed.
5. *Demai* IV, 7, v. *supra* p. 131 notes. Which shows that, according to R. Judah, no

restriction was imposed even on a Rabbinically forbidden produce. (Cf. *supra* note 8).

6. Lit., 'a certainty of their words'.
7. As in the case of *Demai* where the prohibition is due to the uncertainty whether or not the produce had been tithed.
8. The Rabbis, though they applied restriction even in cases where their prohibition was due merely to an uncertainty.
9. V. [Glos.](#) The uncertainty here is so great, since most people even among the 'Amme ha-'arez (v. [Glos.](#) s.v. 'Am ha-'arez) do give tithe, that no restrictions were applied to it.
10. Since the expression used is not 'if the virgin received less'.
11. While the woman in fact receives the full amount of her *Kethubah*.
12. R. Meir.
13. Cf. *supra* n. 2. Lit., 'and there is to her'.
14. [Lit., 'and since'. The text is not smooth. MS.M. preserves a better reading 'but since she had (a full *Kethubah*) what is the reason (of R. Meir)?' — Since he said to her, etc.].
15. The virgin who is entitled to two hundred Zuz.
16. One hundred Zuz (v. [Glos.](#)).
17. [Lit., 'her mind does not rest, rely upon', i.e., she contracted her marriage on the expectation of a *Kethubah* of a smaller amount than the prescribed minimum.]
18. [Since the marriage was not performed in accordance with the requirements of the law, it is regarded as an act of prostitution.]
19. Lit., 'whoever makes a stipulation'.
20. Lit., 'his stipulation'.
21. Since he mentions the Torah only.
22. As a *Kethubah* is an enactment of the Rabbis (v. R. Judah's view *supra* 56a), why is the stipulation void?
23. As her *Kethubah*.
24. Lit., 'behold this'.
25. The stipulation being valid even if the woman's surrender of her right was only verbal.
26. Contrary to the opinion of R. Jose, R. Judah maintains that a verbal stipulation or undertaking against a Rabbinical measure is of no validity.
27. Half a *Maneh*.
28. I.e., one where the *Kethubah* amounts to less than the prescribed minimum.
29. Lit., 'because of making the world right'. Movable objects may be easily lost and do not provide a reliable security for the *Kethubah*.
30. Lit., 'there is in this'.
31. Movable objects.
32. While a *Kethubah* must always amount to a legally fixed minimum.
33. Wherein, then, does R. Jose differ from him?
34. The first Tanna.

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35. That movable property provides no security for a *Kethubah*.
36. The husband.
37. For the loss of the movable property.
38. The possibility of deterioration in value being disregarded by the first Tanna.
39. Movable objects.
40. R. Jose is consequently of the opinion that it is not only against loss but also against a diminution in value that provision must be made.
41. Where movable objects are assigned as a security.
42. Lit., 'perhaps they diminish'.
43. Where the husband definitely assigned no more than half of the legal maximum.
44. V. *supra* note 14.
45. That the value would be diminished.
46. Lit., 'that she shall forgive' or 'surrender'.
47. That her husband has contracted for a sum less than her due.

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and her *Kethubah*¹ was lost. When they came before R. Joseph² he said to them, Thus said Rab Judah in the name of Samuel: This³ is the opinion of R. Meir,⁴ but the Sages ruled that a man may live with his wife without a *Kethubah* for two or three years.⁵ Said Abaye to him:⁶ But did not R. Nahman state in the name of Samuel that the *Halachah* is in agreement with R. Meir in his preventive measures?⁷ — If so, [the other replied] go and write one⁸ for her.

When R. Dimi came⁹ he stated in the name of R. Simeon b. Pazzi in the name of R. Joshua b. Levi who had it from Bar Kappara: The dispute¹⁰ refers to the beginning,¹¹ but at the end¹¹ she cannot, according to the opinion of all, surrender¹² [any portion of her *Kethubah*].¹³ R. Johanan, however stated that their dispute extended to both cases.¹⁴ Said R. Abbahu: [The following] was explained to me by R. Johanan: 'I and R. Joshua b. Levi do not dispute with one another. The "beginning" of which R. Joshua b. Levi spoke means¹⁵ the beginning of [the meeting in] the bridal chamber, and by the "end" was meant¹⁵ the termination of the intercourse;¹⁶ and when I stated that the dispute extended to both cases [I meant] the beginning [of the

meeting in] the bridal chamber and the end of that meeting which is the beginning of the intercourse.'¹⁷

When Rabin came¹⁸ he stated in the name of R. Simeon b. Pazzi in the name of R. Joshua b. Levi who had it from Bar Kappara. The dispute refers only to the end, but at the beginning she may, so is the opinion of all, renounce¹⁹ [any portion of her *Kethubah*].²⁰ R. Johanan, however, stated that their dispute extended to both cases. Said R. Abbahu: This was explained to me by R. Johanan: 'I and R. Joshua b. Levi do not dispute with one another. The "end" of which R. Joshua b. Levi spoke meant the end of [the meeting in] the bridal chamber, and by the "beginning" was meant the beginning of [the meeting in] the bridal chamber; and when I stated that the dispute extended to both cases [I meant] the beginning,²¹ and the termination of the intercourse.'

Said R. Papa: Had not R. Abbahu stated, 'This was explained to me by R. Johanan: "I and R. Joshua b. Levi do not dispute with one another"' I would have submitted that R. Johanan and R. Joshua b. Levi were in dispute while R. Dimi and Rabin²² were not in dispute. The 'end' of which Rabin spoke might mean²³ the end of [the meeting in] the bridal chamber, and the 'beginning' of which R. Dimi spoke might mean²³ the beginning of the intercourse.²¹ What does he²⁴ teach us thereby?²⁵ — It is this that he teaches us: [It is preferable to assume]²⁶ that two Amoraim differ in their own opinions²⁷ rather than that two Amoraim should differ as to what was the view of another Amora.²⁸

MISHNAH. A VIRGIN IS ALLOWED TWELVE MONTHS FROM THE [TIME HER INTENDED] HUSBAND CLAIMED HER,²⁹ [IN WHICH] TO PREPARE HER MARRIAGE OUTFIT.³⁰ AND, AS [SUCH A PERIOD] IS ALLOWED FOR THE WOMAN, SO IS IT ALLOWED FOR THE MAN FOR HIS OUTFIT.³¹ FOR A WIDOW³² THIRTY DAYS [ARE ALLOWED]. IF THE RESPECTIVE PERIODS EXPIRED³³ AND THEY WERE NOT MARRIED³⁴ THEY³⁵ ARE

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ENTITLED TO MAINTENANCE OUT OF THE MAN'S ESTATE³⁶ AND [IF HE IS A PRIEST] MAY ALSO EAT *TERUMAH*. R. TARFON SAID: ALL [THE SUSTENANCE] FOR SUCH A WOMAN MAY BE GIVEN OF *TERUMAH*.³⁷ R. AKIBA SAID: ONE HALF OF UNCONSECRATED FOOD³⁸ AND ONE HALF OF *TERUMAH*.³⁹ A LEVIR⁴⁰ [WHO IS A PRIEST] DOES NOT CONFER [UPON HIS SISTER-IN-LAW]⁴¹ THE RIGHT OF EATING *TERUMAH*.⁴² IF SHE⁴³ HAD SPENT SIX MONTHS⁴⁴ WITH⁴⁵ HER HUSBAND AND SIX MONTHS WITH⁴⁵ THE LEVIR,⁴⁶ OR EVEN [IF SHE SPENT] ALL OF THEM⁴⁷ WITH HER HUSBAND LESS ONE DAY WITH⁴⁵ THE LEVIR,⁴⁶ OR ALL OF THEM⁴⁷ WITH⁴⁵ THE LEVIR⁴⁶ LESS ONE DAY WITH HER HUSBAND,⁴⁸ SHE IS NOT PERMITTED TO EAT *TERUMAH*.⁴⁹ THIS⁵⁰ [WAS THE RULING ACCORDING TO] AN EARLIER⁵¹ *MISHNAH*.⁵² THE COURT, HOWEVER, THAT SUCCEEDED⁵³ RULED:

1. I.e., the written marriage contract. V. [Glos.](#)
2. To obtain his ruling on the question whether she may continue to live with her husband without the *Kethubah*.
3. That living with a wife whose *Kethubah* is less than the prescribed minimum, and much more so with one who has no *Kethubah* at all, is regarded as mere prostitution, even though the woman remained legally entitled to collect the full amount of her *Kethubah*.
4. Who holds that since the woman is not absolutely certain that she will obtain the full amount of her *Kethubah* (either in the case, *supra*, because she believes the man's stipulation to be valid or, in this case, because she has no document to prove her claim) it can only be regarded as an act of prostitution (v. *supra* p. 333, n. 8).
5. I.e., for any length of time. V. Tosaf. s.v. [H] a.l.
6. R. Joseph.
7. The Rabbinical restrictions he added to those of the Torah.
8. A new marriage contract.
9. From Palestine to Babylon.
10. Between R. Judah and R. Jose on the question whether a verbal renouncement of the woman is valid (*supra* 56b).
11. This is explained *infra*.
12. By a mere verbal statement.
13. Since she has already acquired it. Only by means of a written quittance may her rights then be surrendered.
14. I.e., to the 'beginning' and 'end'.
15. Lit., 'what'.
16. R. Judah and R. Jose dispute only in respect of the period between the beginning and the conclusion of the meeting in the bridal chamber but agree that after intercourse the man's stipulation is invalid unless the woman has surrendered her rights in writing. It was, therefore, quite correct for R. Joshua b. Levi to state that 'at the end (i.e., of the intercourse), she cannot, according to the opinion of all, surrender (i.e., verbally) any part of her *Kethubah*'.
17. To which the dispute indeed refers (cf. *supra* p. 335, n. 14).
18. From Palestine to Babylon.
19. V. *Supra* p. 335, nn. 8-10.
20. Since she has not yet legally acquired it.
21. Which corresponds to the termination of the meeting in the bridal chamber.
22. Whose reports appear contradictory.
23. Lit., 'what'.
24. R. Papa.
25. In view of R. Abbahu's definite statement R. Papa's remark seems pointless.
26. Unless there is proof to the contrary.
27. It is natural and legitimate for opinions to differ.
28. In which case one of the two must be definitely wrong since the view of the Amora which both of them claim to represent could not possibly have agreed with what both of them submit. Had not R. Abbahu's statement been authoritative, coming as it did from R. Johanan himself, R. Papa's submission would have been preferred to his.
29. After their betrothal.
30. Jewels and similar ornaments (v. Rashi).
31. The preparations for the wedding dinner and the bridal chamber (v. *ibid.*).
32. Who is presumed to be in the possession of some trinkets and jewelry from her first marriage.
33. Lit., 'the time arrived'.
34. Owing to the man's delay (v. *supra* 2b).
35. The women.
36. Lit., 'they eat of his'.
37. Out of the proceeds of which she may buy unconsecrated food for consumption during the days of her Levitical uncleanness.
38. For consumption during her period of uncleanness.
39. For her use in her clean state.
40. [H], the brother of a deceased childless husband, whose duty it is to marry the widow.
41. Who became a widow while still betrothed.
42. Prior to their marriage (v. *supra* n. 12).

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43. As a betrothed virgin.
44. Of the period of twelve months that is granted to her.
45. Lit., 'in the presence of'.
46. I.e., in awaiting his marriage.
47. The twelve months.
48. [Isaiah Trani preserves a better reading, 'even if (she spent) all of them with the husband, less one day, or all of them with the levir].
49. By virtue of her husband whose obligation to maintain her does not begin until the end of the twelve months, and even then terminates with his death.
50. That after THE RESPECTIVE PERIODS EXPIRED ... THEY ARE ENTITLED ... EAT *TERUMAH*.
51. Lit., 'first'.
52. Cf. Sanh. Sonc. ed. p. 163, n. 7.
53. The authors of the earlier Mishnah.

Kethuboth 57b

A WOMAN¹ MAY NOT EAT *TERUMAH* UNTIL SHE HAS ENTERED THE BRIDAL CHAMBER.²

GEMARA. Whence is this³ derived? — R. Hisda replied: From Scripture which states, And her brother and her mother said: 'Let the damsel abide with us Yamim,⁴ at the least ten.⁵ Now, what could be meant by Yamim? If it be suggested 'two days',⁶ do people, [it might be retorted,] speak in such a manner? [If when] they suggested to him⁷ two days he said no, would they then suggest ten days? Yamim must consequently mean⁸ a year, for it is written, Yamim⁹ shall he have the right of redemption.¹⁰ But might it not be said [that Yamim means] a month,¹¹ for it is written, But a month of Yamim?¹² —

I will tell you: [The meaning of] an undefined [expression of] Yamim may well be inferred from another undefined expression of Yamim, but no undefined expression of Yamim may be inferred from one in connection with which month was specifically mentioned.

R. Zera stated that a Tanna taught: In the case of a minor,¹³ either she herself or her father is empowered to postpone¹⁴ [her marriage].¹⁵ One can well understand why

she is empowered to postpone [the marriage], but [why also her] father? If she is satisfied, what matters it to her father? — He might think this: Now she does not realize [what marriage implies] but to-morrow¹⁶ she will rebel [against her husband], leave him and come back to, and fall [a burden] upon me.¹⁷

R. Abba b. Levi stated: No arrangements may be made for marrying a minor while she is still in her minority. Arrangements¹⁸ may, however, be made while she is a minor for marrying her when she becomes of age. Is not this obvious? — It might have been suggested that [this should not be allowed] as a precaution against the possibility of her beginning to feel anxiety at once¹⁹ and so becoming ill. Hence we were taught [that no such possibility need be considered].

R. Huna stated: If on the day she became adolescent²⁰ she was betrothed, she is allowed thirty days²¹ like a widow.²² An objection was raised: One who has attained adolescence is like one who has been claimed [by her intended husband in marriage]. Does not this imply, 'Like a Virgin who was claimed'?²³ — No, like a widow who was claimed.

Come and hear: If a woman who is adolescent had waited for twelve months²⁴ her husband, said R. Eliezer, since he is liable for her maintenance, may also annul [her vows].²⁵ — Read: A woman who is adolescent²⁶ or one²⁷ who waited twelve months.²⁸

Come and hear: If a man betrothed a virgin, whether he²⁹ claimed her and she held back or whether she claimed him and he²⁹ held back, she is allowed twelve months³⁰ from the time of the claim but not from the time of the betrothal; and one who is adolescent is like one who has been claimed. How [is this to be understood]? If she was betrothed on the day she became adolescent,³¹ she is allowed twelve months; while one betrothed [is sometimes allowed] thirty days.³² Is not this a refutation against R. Huna? — It is a refutation.

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What [was meant by] 'while one betrothed [is sometimes allowed] thirty days'? — R. Papa replied, It is this that was meant: If an adolescent woman was betrothed after twelve months of her adolescence have elapsed, she is allowed³⁰ thirty days like a widow. **IF THE RESPECTIVE PERIODS EXPIRED AND THEY WERE NOT MARRIED.** 'Ulla stated: The daughter of an Israelite who is betrothed [to a priest] is, according to Pentateuchal law, permitted to eat *Terumah*, for it is written In Scripture, But if a priest buy any soul, the purchase of his money,³³ and that [woman] also is the purchase of his money.³⁴ What then is the reason why [the Rabbis] ruled that she is not permitted to eat [*Terumah*]?

Because it might happen that when a cup [of *Terumah*] will be offered³⁵ to her in the house of her father she might give her brother or sister³⁶ to drink [from it]. If so, [the same reason should apply] also where **THE RESPECTIVE PERIODS EXPIRED AND THEY WERE NOT MARRIED!** — In that case³⁷ he appoints for her a special place.³⁸ Now then, no [hired harvest] gleaner³⁹ [working] for an Israelite should be allowed to eat *Terumah*, since it is possible that [the household of the Israelite] would come to eat with him! If⁴⁰ they feed him from their own [victuals], Would they eat of his?⁴¹

R. Samuel son of Rab⁴² Judah explained:⁴³ Owing to a bodily defect⁴⁴ [that might subsequently be detected].⁴⁵ If so, [should not the same reason] also [be applicable to a woman who] had entered the bridal chamber, but intercourse with whom did not take place?⁴⁶ — In that case⁴⁷ he arranges for her to be first examined and only then takes her in.⁴⁸ Now then, the slave of a priest,⁴⁹ bought from an Israelite, should not be allowed to eat *Terumah* on account of a bodily defect⁴⁴ [that might be discovered].⁵⁰ — [The law of cancellation of a sale owing to a subsequent detection of a] bodily defect⁴⁴ does not apply to slaves. For if the defect is external [the buyer] has presumably seen it;⁵¹ and if it is internal, since [the buyer] requires [the slave] for work only he does not mind a

private defect.⁵² Were [the slave] to be found to have been a thief or

1. Who is not the daughter of a priest.
2. Huppah, v. [Glos.](#)
3. Lit., 'whence these words', that A VIRGIN IS ALLOWED TWELVE MONTHS.
4. [H], E.V., a few days.
5. Gen. XXIV, 55, referring to the period the relatives of Rebekah wished her to remain with them after consenting to her marriage with Isaac.
6. The minimum of the plural.
7. Abraham's servant.
8. Lit., 'but what'.
9. E.V., for a full year.
10. Lev. XXV, 29. As here Yamim means 'a year' so it does in Gen. XXIV, 55, while [H] means 'ten months'.
11. And [H], 'ten days'.
12. Num. XI, 20. E.V. a full month.
13. Who was claimed by the man who betrothed her.
14. Lit., 'prevent'.
15. Beyond the period given in our Mishnah; until she is of age. V. Tosef. Keth. V.
16. After the marriage, when she finds her connubial duties distasteful.
17. He would then have to provide for her a new marriage outfit (v. Rashi). It is the privilege of a minor to leave her husband at any moment by the mere making of a formal declaration that she does not like him (v. [Glos.](#) s.v. *Mi'un*).
18. Without legal betrothal.
19. Lit., 'bring in fear from now'.
20. A Bogereth (v. [Glos.](#)). Lit., 'she became adolescent one day'.
21. In which to prepare her marriage outfit.
22. Not the longer period of twelve months. It is assumed that on approaching adolescence a woman begins to prepare her marriage outfit, and the shorter period of one month is regarded as sufficient for completing it.
23. Who (v. our Mishnah) is allowed a period of twelve months!
24. From the time she was claimed by the man who betrothed her.
25. Ned. 70b, 73b. There is no need for her father to consent to the annulment. (Cf. Num. XXX, 4ff). From here it follows that even one who is adolescent is not entitled to maintenance until after the expiry of twelve months, which is an objection against R. Huna.
26. Who waited thirty days.
27. A Na'arah (v. [Glos.](#)).
28. The difference between the two readings is represented in the original by the addition of a mere *waw*.
29. Lit., 'the (intended) husband'.

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30. For the preparation of her outfit.
31. Lit., 'she became of age one day'.
32. V. *infra* for further explanation.
33. Lev. XXII, 11. The conclusion of the verse is he may eat of it, i.e., of *Terumah*.
34. The money, or the object of value, which the man gives to the woman as her token of betrothal, and whereby she is acquired as his wife.
35. Rt. [H] lit., 'to mix', sc. wine with water or spices.
36. Who are Israelites to whom the eating or drinking of *Terumah* is forbidden.
37. Lit., 'there', where the priest is legally liable to maintain her.
38. Away from her father's household; thus preventing her from giving away his victuals to her relatives.
39. Who is a priest.
40. Lit., 'now'.
41. Obviously not. Hence the permissibility for the gleaner to eat his *Terumah*.
42. Wanting in MS.M.
43. The reason why the daughter of an Israelite who was betrothed to a priest is not permitted to eat *Terumah* before the time her husband becomes liable to maintain her.
44. [H] 'an implied condition the non-fulfillment of which annuls the agreement', whence 'a bodily defect ... not stated in the contract' (Jast.) Cf. [G].
45. In the woman. This might be discovered before the marriage and, as a result, the betrothal would be annulled retrospectively.
46. In this case also, should a bodily defect be discovered before the consummation of the marriage the betrothal would be annulled retrospectively. Why then does our Mishnah permit the eating of *Terumah* in such a case?
47. Lit., there'.
48. Into the bridal chamber. After entering into the chamber it may be safely assumed that he has satisfied himself that she was not suffering from any bodily defects.
49. Who eats *Terumah* by virtue of being the slave of a priest.
50. And that would retrospectively annul the purchase. The slave would consequently retain the status of an Israelite's slave to whom the eating of *Terumah* was all the time forbidden.
51. And since he nevertheless consented to the purchase he must have been content to overlook it.
52. The sale, therefore, cannot thereby be annulled.

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a gambler¹ the sale is still valid.² What else is there?³ [Only that the slave might be found to have been] an armed robber or one proscribed by the government;⁴ but such characters are generally known.⁵

Consider! Whether according to the [explanation of the one] Master⁶ or according to that of the other Master⁷ she⁸ is not permitted to eat [*Terumah*], what then is the practical difference between them? — The difference between them [is the case where her intended husband] accepted [her defects,⁹ or where her father] delivered [her to the intended husband's agents]¹⁰ or went¹¹ [with them].¹⁰

R. TARFON SAID: ALL [THE SUSTENANCE] FOR SUCH A WOMAN MAY BE GIVEN OF *TERUMAH*, etc. Abaye stated: The dispute¹² applies only to the daughter of a priest¹³ who was betrothed to a priest but with respect to the daughter of an Israelite¹⁴ who was betrothed to a priest all¹⁵ agree [that she is supplied with] one half of unconsecrated food¹⁶ and one half of *Terumah*.

Abaye further stated: Their dispute¹² relates to one who¹⁷ was only betrothed,¹⁸ but in respect of a married woman¹⁹ all¹⁵ agree [that she is supplied with] one half of unconsecrated food²⁰ and one half of *Terumah*.²⁰ So it was also taught: R. Tarfon said, All [the sustenance] for such a woman is given of *Terumah*. R. Akiba said, One half of consecrated food and one half of *Terumah* — This²¹ applies only to the daughter of a priest who was betrothed to a priest, but with respect to the daughter of an Israelite who was betrothed to a priest all²² agree [that she is supplied with] one half of unconsecrated food and one half of *Terumah*. This,²¹ furthermore, applies only to one who²³ was only betrothed but in respect of a married woman²⁴ all²² agree [that she is supplied with] one half of unconsecrated food²⁵ and one half of *Terumah*.²⁵

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R. Judah b. Bathyra said, She is supplied with two thirds²⁶ of *Terumah* and one third of unconsecrated food. R. Judah said, All [her sustenance] is given to her in *Terumah*²⁷ and she sells it and purchases unconsecrated food out of the proceeds.²⁸ R. Simeon b. Gamaliel said, Wherever *Terumah* was mentioned²⁹ [the woman] is to be given [a supply equal to] twice the quantity of unconsecrated victuals.³⁰ What is the practical difference between them?³¹ — The difference between them [is the question of the woman's] trouble.³²

A LEVIR [WHO IS A PRIEST] DOES NOT CONFER [UPON HIS SISTER-IN-LAW] THE RIGHT OF EATING *TERUMAH*. What is the reason? — The All-Merciful said, The purchase of his money³³ while she is the purchase of his brother.³⁴

IF SHE HAD SPENT SIX MONTHS WITH HER HUSBAND. Now that you stated [that even if she spent the full twelve months less one day] WITH THE HUSBAND [she is] not [permitted to eat *Terumah*] is there any need [to mention also] WITH THE LEVIR?³⁵ — This is a case³⁶ [of anti-climax:]

'This, and there is no need to say that'.³⁷ **THIS [WAS THE RULING ACCORDING TO] AN EARLIER MISHNAH,** etc. What is the reason?³⁸ — 'Ulla, or some say R. Samuel b. Judah, replied: Owing to a bodily defect [that might subsequently be detected].³⁹ According to 'Ulla⁴⁰ one can well understand [the respective rulings of the earlier,⁴¹ and the later rulings],⁴² the former⁴¹ being due to the possibility that a cup [of *Terumah*] might be offered⁴³ to her in the house of her father,⁴⁴ and the latter to [the possibility of] the detection of a bodily defect.⁴⁵

1. So Tosaf. s.v. [H], and cf. [G], 'gambler'; [G]; 'a crafty person' (contra Rashi's interpretation, 'kidnapper').
2. Lit., 'he reached him'. Slaves being known to possess such characters a buyer of a slave is presumed to have accepted the inevitable.
3. That might be given as a reason for the cancellation of the sale.

4. Sentenced to death.
5. Lit., 'they have a voice', and the buyer must have known the circumstances before he bought him and must have consented to have him despite his unsavory character.
6. 'Ulla.
7. R. Samuel.
8. The daughter of an Israelite who was betrothed to a priest.
9. Once he consented to overlook them he cannot again advance them as a reason for the annulment of the betrothal. In such a case R. Samuel's explanation is not applicable while that of 'Ulla is.
10. Cf. *supra* 48b. As she does not any longer live with her father's family 'Ulla's reason does not apply while that of R. Samuel does.
11. Himself or his agents.
12. That of R. Tarfon and R. Akiba.
13. Who is familiar with the restrictions of *Terumah* and would, therefore, abstain from eating it during the days of her Levitical uncleanness when consecrated food is forbidden to her.
14. Who may be ignorant of the restrictions appertaining to *Terumah*.
15. Even R. Tarfon.
16. For consumption during the days of her uncleanness.
17. Being the daughter of a priest.
18. Her father with whom she lives during the period of her betrothal might well be relied upon that, as a priest, he would duly supervise her observance of the laws of *Terumah* and would, during her uncleanness, himself, or through her brothers, sell her *Terumah* and purchase for her with the proceeds unconsecrated food.
19. Who does not live with her husband (cf. *infra* 64b).
20. Being alone she might not be able to arrange for the sale of her *Terumah* during her uncleanness, and might consequently be apt to consume the consecrated food forbidden to her.
21. The difference of opinion.
22. V. p. 342, n. 10.
23. Being the daughter of a priest.
24. V. p. 342, n. 14.
25. V. p. 342, n. 15.
26. Lit., 'portions'.
27. But, unlike R. Tarfon who allows only as much *Terumah* as if it were unconsecrated victuals, R. Judah allows a larger quantity of *Terumah* (which is cheaper) so that its proceeds should suffice for the purchase of the required quantity of ordinary food.
28. Lit., 'money'.
29. In the subject under discussion.
30. Tosef. Keth. V. ab. init.

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31. R. Judah and R. Simeon b. Gamaliel.
32. In the selling of her *Terumah*. It is difficult to sell *Terumah* (the buyers of which, being priests only, are naturally few) and it must be offered at a very low price. To save the woman trouble R. Gamaliel allows her *Terumah* double the quantity of unconsecrated victuals so that by reducing the price of the former by a half she would easily dispose of it and be able to acquire with the proceeds her required ordinary victuals. R. Judah, however, makes no provision for saving her trouble, and allows her only a slight margin of *Terumah* above that of ordinary food estimated at the current prices.
33. Lev. XXII, 11, v. also *supra* p. 340, n. 5; only such may eat *Terumah*.
34. She does not become his own wife before he acquired her through the levirate marriage.
35. I.e., OR ALL OF THEM WITH THE LEVIR LESS ONE DAY WITH HER HUSBAND, etc. If when one day only of the twelve months was not spent with the husband she does not acquire the privilege of eating *Terumah*, how much less would such a privilege be acquired when all the period less one day was not spent with the husband!
36. Lit., 'he taught'.
37. Lit., 'this, and he need not tell this'.
38. Of the later *Beth Din*.
39. V. *supra* p. 341, nn. 3-4.
40. Who (*supra* 75b) gave as the reason for the ruling of the earlier Mishnah that the woman might allow her relatives to drink of her cup of *Terumah*.
41. Forbidding *Terumah* during the first twelve months also permitting it after the expiration of that period.
42. Which extends the prohibition until the entry into the bridal chamber.
43. V. *supra* p. 340, n. 6.
44. And she might allow her relatives to drink from it (v. *supra* note 6). As this would not happen after the twelve months when the intended husband, becoming liable for her maintenance and desirous of preventing her from giving away his victuals to her relatives in her father's house, provides for her an abode of her own, the woman was permitted to eat *Terumah*.
45. V. *supra* p. 341, n. 3. Hence the extension of the prohibition until the entry into the bridal chamber.

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According to R. Samuel b. Judah, however, the earlier [ruling of the] Mishnah is due to [the possible detection of] a bodily defect and

the later is also due to [the possible detection of] a bodily defect, what then is [the reason for] their difference? — [The principle underlying] the difference is the [efficacy of an] examination by outsiders. One Master¹ is of the opinion that an examination by others² is regarded as effective,³ while the other Master⁴ holds the opinion that an examination by others is not regarded as effective.⁵

MISHNAH. IF A MAN CONSECRATED HIS WIFE'S HANDIWORK,⁶ SHE MAY NEVERTHELESS CONTINUE TO WORK AND TO CONSUME [THE PROCEEDS HERSELF].⁷ [IF, HOWEVER, HE CONSECRATED] THE SURPLUS⁸ [ONLY]. R. MEIR RULED: IT IS DULY CONSECRATED.⁹ R. JOHANAN HANDELAR RULED: IT REMAINS UNCONSECRATED.⁹

GEMARA. R. Huna stated in the name of Rab:¹⁰ A woman is entitled to say to her husband, 'I do not wish either to be maintained by you or to work for you'. He holds the opinion that when the Rabbis regulated [the relations of husband and wife] her maintenance was fundamental¹¹ while [the assignment of the proceeds of] her handiwork [to her husband] was due [only to their desire for preventing] ill-feeling.¹² If, therefore, she said, 'I do not wish either to be maintained by you or to work for you', she is entitled to do so.¹³

An objection was raised: Maintenance [for a wife] was provided in return for her handiwork!¹⁴ — Read: Her handiwork was assigned [to her husband] in return for her maintenance.

May it be suggested that [our Mishnah] provides support for his¹⁵ view? [It stated,] IF A MAN CONSECRATED HIS WIFE'S HANDIWORK SHE MAY NEVERTHELESS CONTINUE TO WORK AND TO CONSUME [THE PROCEEDS HERSELF]. Does not [this refer to a wife for whom her husband is able¹⁶ to] provide maintenance?¹⁷ — No; [it is a case where the

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husband is unable to] provide her maintenance. If, however, [her husband is unable to] provide her maintenance, what need was there to state [such an obvious case]?¹⁸ Even according to him who holds that a master has the right to say to his slave, 'Work for me but I will not maintain you,'¹⁹ such a rule applies only to a Canaanite slave concerning whom Scripture has not written 'with thee', but not to a Hebrew slave concerning whom it is written in Scripture. With thee,²⁰ how much less then [would this apply to] his wife?²¹ — It²² was necessary [as an introduction to] the final clause: [IF, HOWEVER, HE CONSECRATED] THE SURPLUS [ONLY]. R. MEIR RULED: IT IS DULY CONSECRATED.²³ R. JOHANAN HA-SANDELAR RULED: IT REMAINS UNCONSECRATED.

Now [R. Huna's ruling] is in disagreement with that of Resh Lakish. For Resh Lakish stated: You must not assume that R. Meir's reason²⁴ is because he is of the opinion that a man may consecrate that which has not yet come into existence²⁵ but this is R. Meir's reason: Since [a husband] has the right to compel her to work, his consecration is regarded as if he had said to her, 'May your hands²⁶ be consecrated to Him who created them'. But, surely, he²⁷ did not use such an expression!²⁸ —

Since R. Meir was heard to state that a man does not utter his words to no purpose,²⁹ [the expression the husband used here]³⁰ may be regarded as if he had actually said to her, 'May your hands be consecrated to Him who created them'. But is R. Meir of the opinion that a man cannot consecrate anything that is not yet in existence? Surely it was taught: If a man said to a woman, 'Be thou betrothed unto me after I shall have become a proselyte' or 'After thou shalt have become a proselyte'. 'After I shall have been set free', 'After thou shalt have been set free', 'After thy husband will have died', 'After thy sister will have died', or 'After thy brother-in-law shall have submitted to *Halizah*³¹ from thee', she, R. Meir ruled, is legally betrothed!³² —

From that [Baraita] the inference³³ may indeed be drawn;³⁴ from this, [our Mishnah], however, it cannot be inferred.³⁵

[IF, HOWEVER, HE CONSECRATED] THE SURPLUS [ONLY]. R. MEIR RULED: IT IS DULY CONSECRATED. When does it become consecrated? — Both Rab and Samuel stated: The surplus becomes consecrated only after [the wife's] death.³⁶ R. Adda b. Ahabah stated: The surplus is consecrated while she is still alive.³⁷ [In considering this statement] R. Papa argued: In what circumstances?³⁸ If it be suggested: Where [the husband] allows her maintenance³⁹ and also allows her⁴⁰ a silver *Ma'ah*⁴¹ for her other requirements,⁴² what [it may be retorted] is the reason of those who stated that it 'becomes consecrated only after [the wife's] death'?⁴³ If, however, it is a case where [the husband] does not allow her maintenance and does not allow her a silver *Ma'ah* for her other requirements, what [it may be objected] is the reason of him who stated that 'it is consecrated while she is still alive'? — This is a case indeed⁴⁴ where he does allow her maintenance; but does not allow her a silver *Ma'ah* for her other requirements. Rab and Samuel are of the opinion that [the Rabbis] have ordained

1. The author of the earlier Mishnah.
2. Lit., 'outside'. Which the man would naturally arrange at the expiry of the twelve months when he becomes liable for her maintenance.
3. I.e., after such an examination a man can no longer refuse to marry the woman on the ground of the subsequent detection in her of some bodily defect. Hence his ruling (v. *supra* p. 344. n. 7).
4. I.e., the authorities of the latter ruling.
5. And the man may cancel the engagement. Hence the prohibition to eat *Terumah* until the entry into the bridal chamber when the man himself has the opportunity of ascertaining the condition of her body.
6. Which partly belongs to him (v. *infra* 64b).
7. The reason is given *infra*.
8. Of the proceeds in excess of the sum required for her maintenance.
9. The reason is given *infra*.
10. The Hebrew equivalent of the last five words is wanting in the corresponding passage in B.K. 8b.

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11. Since a woman cannot always earn sufficient for her maintenance.
12. Between husband and wife.
13. As the Rabbinical enactment aimed at the benefit of the woman only, she may well decline that favor if she is so minded.
14. Which belongs to her husband (*supra* 47b). This implies that the assignment of a wife's handiwork to her husband was the original provision.
15. R. Huna's.
16. And, indeed, also desires to do so. Cf. Rashi and Tosaf. s.v. [H].
17. And since he is nevertheless precluded from consecrating her handiwork it follows, as R. Huna ruled, that a wife is entitled to refuse maintenance and to retain her right over her work.
18. That he has no right to consecrate her handiwork which does not belong to him!
19. B.K. 87b, *supra* 43a, Git. 12a.
20. Deut. XV, 16.
21. What need then was there to state the obvious?
22. The first clause which is indeed self-evident.
23. Though he does not maintain her.
24. For giving a husband the right of consecrating his wife's handiwork.
25. Such as the woman's work before she has performed it.
26. Which, of course, were in existence at the time of the consecration. Thus it has been shown that according to Resh Lakish it is the opinion of R. Meir that a husband has the right to compel his wife to work.
27. The husband.
28. He did not say 'Your hands', but 'Your handiwork'.
29. V. 'Ar. 5a.
30. Since it would serve no purpose at all in the form he used it.
31. V. Glos.
32. When the respective conditions are fulfilled, though at the time of the betrothal they were still unfulfilled (Yeb. 92b, 93b, B.M. 16b). This then shows that a man can legally dispose even of that which is not yet in existence.
33. V. n. 7 final clause.
34. Lit., 'yes'.
35. Since the reason may well be the one given *supra* by Resh Lakish.
36. When her husband inherits her estate.
37. As soon as it is produced.
38. Could the two opposing views be justified.
39. Whereby he acquires the right to her earnings.
40. Every week.
41. V. [Glos.](#)

42. Whereby he acquires the right to the surplus of her earnings in excess of the sum required for her maintenance, cf. *infra* 64b.
43. Since the husband is entitled to both her earnings and the surplus the consecration should take effect even while she is alive.
44. Lit., 'for ever'; 'always'.

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maintenance [for a wife] in return for her handiwork,¹ and a silver *Ma'ah*² in return for the surplus;³ and since the husband does not give her the silver *Ma'ah*, the surplus remains hers.⁴ R. Adda b. Ahabah, however, is of the opinion that maintenance was ordained in return for the surplus,³ and the silver *Ma'ah* in return for her handiwork; and since [the husband] supplies her maintenance, the surplus is his. On what principle do they⁵ differ? — The Masters hold that the usual⁶ is for the usual,⁷ and the Master holds that the fixed [sum]⁸ is for the fixed [quantity].⁹

An objection was raised: Maintenance [for a wife] was provided in return for her handiwork!¹⁰ — Read: In return for the surplus of her handiwork.

Come and hear: If he does not give her a silver *Ma'ah* for her other requirements, her handiwork belongs to her!¹¹ — Read: The surplus of her handiwork belongs to her. But, surely, in connection with this statement it was taught: What [is the quantity of work that] she¹² must do for him?¹³ The weight of five Sela's¹⁴ of warp in Judea [etc.].¹⁵ — It is this that was meant: What is the quantity of work [that she must do] in order that we might determine how much is her surplus? The weight of five Sela's of warp in Judea which is ten Sela's¹⁶ in Galilee.

Samuel stated: The *Halachah* is in agreement with R. Johanan ha-Sandalar.¹⁷ But could Samuel have made such a statement? Have we not learned: [If a woman said to her husband],¹⁸ if I do aught for your mouth',¹⁹ he²⁰ need not annul her vow.²¹ R. Akiba, however, said: He²⁰ must annul it, since she

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might do more work than is due to him.²² R. Johanan b. Nuri said: He²⁰ must annul her vow²³ since he might happen to divorce her²⁴ and she would [owing to her vow] be forbidden to return²⁵ to him.²⁶ And Samuel stated: The *Halachah* is in agreement with R. Johanan b. Nuri?²⁷ —

When Samuel stated, 'The *Halachah* is in agreement with R. Johanan b. Nuri' [he referred only] to the surplus.²⁸ Then let him²⁹ specifically state, 'The *Halachah* is in agreement with R. Johanan b. Nuri in respect of the surplus', or else 'The *Halachah* is not in agreement with the first Tanna',³⁰ or else, 'The *Halachah* is in agreement with R. Akiba!³¹ —

But, replied R. Joseph, you speak of Konamoth?³² Konamoth are different. For, as a man may³³ forbid to himself the fruit of his fellow³⁴ so may he also consecrate³⁵ that which is not yet in existence.³⁶ Said Abaye to him:³⁷ It is quite logical that a man should be entitled to forbid the use of the fruit of his fellows to himself,³⁸ since he may also forbid his own fruit³⁹ to his fellow;⁴⁰ should he, however, have the right to forbid something that is not yet in existence,⁴¹ seeing that no man has the right⁴² to forbid the fruit of his fellow to his fellow?⁴³ —

But, replied R. Huna son of R. Joshua, [that⁴⁴ is a case] where the woman said, 'My hands shall be consecrated to Him who created them', [such consecration being valid] since her hands are in existence.⁴⁵ But even if she had said so, could she consecrate them? Are they not mortgaged to him?⁴⁶ — [This is a case] where she said,⁴⁷ 'When I shall have been divorced'.⁴⁸ But is there a consecration that could not take effect now⁴⁹ and would nevertheless become effective later?⁵⁰ — And why not? retorted R. Elai. Were a man to say to his friend, 'This field that I am selling you shall be consecrated as soon as I shall have re-purchased it from you', would it not⁵¹ become consecrated?⁵²

R. Jeremiah demurred: What a comparison? There⁵³ [the seller] has the right to consecrate [his field];⁵⁴ here,⁵⁵ however, [the woman] has no power to divorce herself!⁵⁶ This⁵⁵ is rather similar⁵⁷ to the case of a man who said to another, 'This field which I have sold to you shall become consecrated after I shall have re-purchased it from you', where it does not become consecrated.⁵⁸ R. Papa demurred: Are the two cases at all similar? There⁵⁹ both the field itself and its produce are in the possession of the buyer, but here⁶⁰ the wife's person is in her own possession. This⁶⁰ is rather similar⁶¹ to the case of a man who said to another,

1. Which belongs to the husband.
2. Every week.
3. V. *supra* p. 347. n. 14.
4. And cannot consequently be consecrated by him until after her death when he inherits it.
5. Rab and Samuel on the one hand and R. Adda b. Ahabah on the other.
6. Maintenance.
7. The proceeds of the woman's handiwork. A surplus, however, in excess of the sum required for her maintenance, is unusual.
8. The silver *Ma'ah*.
9. A wife's handiwork the quantity of which is prescribed (v. *infra* 64b).
10. *Supra* 47b, 58b. An objection against R. Adda b. Ahabah.
11. *Infra* 64b; which proves that the *Ma'ah* is in return for her handiwork not for the surplus. An objection against Rab and Samuel,
12. A wife.
13. Her husband.
14. V. *Glos.* s.v. *Sela'*.
15. *Infra* 64b. This 'handiwork', not the surplus. How then could the insertion of 'surplus' be justified?
16. The Galilean *Sela'* being equal to half that of Judea.
17. In our Mishnah.
18. [H], (Konam) one of the expressions of a vow. V. *Glos.*
19. I.e., that her husband shall be forbidden to eat anything prepared by her or purchased from the proceeds of her work.
20. The husband who is empowered to annul his wife's vows. V. Num. XXX, 7f.
21. As a wife's work belongs to her husband she has no right to dispose of it by vow or in any other way. Her vow is, therefore, null and void and requires no invalidation.
22. More than the quantity to which he is entitled (v. *infra* 64b). Any work in excess of that

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- quantity remains at the disposal of the wife who is entitled to forbid it to her husband by a vow. Hence the necessity for annulment.
23. Not only on account of the surplus as stated by R. Akiba.
 24. When he loses all claim to her work, and her vow becomes effective.
 25. He would not be able to remarry her because her vow would prevent her from performing for him any of the services which a wife must do for her husband. [R. Johanan b. Nuri is of the opinion that the surplus belongs to the husband and the woman has thus no right to forbid it to him by vow.]
 26. V. Ned. 85a and *infra* 66a and 70a.
 27. According to whom the woman's vow becomes valid after her divorce though at the time the vow was made the work she will do afterwards has not yet come into existence. From this it follows that a person may similarly consecrate anything that is not yet in existence. How, then, could Samuel who adopts this view as the *Halachah* also state that the *Halachah* is in agreement with R. Johanan ha-Sandelar according to whom a thing which is not yet in existence cannot be consecrated? [For this can be the only reason for R. Johanan ha-Sandelar's view in the Mishnah according to Samuel who explained the reference in the Mishnah to be to the surplus after the wife's death (v. *supra* p. 347) which R. Johanan ha-Sandelar will regard as unconsecrated because, at the time when the husband consecrated his wife's handiwork, it was not yet in existence (Rashi).
 28. And not to all her work which has not yet come into existence. This answer could be easily refuted, since the same objection that has been raised against the 'handiwork' may equally be raised against the 'surplus' which also was not in existence when the vow was made. This had been waived, however, in view of the more general objection that follows (Rashi). [Tosaf: Samuel's statement that the *Halachah* is like R. Johanan b. Nuri is limited to his view that the surplus belongs to the husband v. *supra* p. 349. n. 14].
 29. Samuel.
 30. From which it would be inferred that annulment of the vow is necessary only on account of the surplus.
 31. Who specifically mentioned the surplus. Since none of these expressions was used it is obvious that Samuel could not have referred to the surplus only.
 32. Plural of Konam, a general term for vows which are usually introduced by Konam.
 33. In making a vow.
 34. Though he could not consecrate such fruit to the Sanctuary.
 35. I.e., prohibit to himself by a vow.
 36. I.e., seeing that he can, by means of a vow, prohibit to himself a thing which is not in his possession, he can also prohibit a thing which is not yet in existence. Hence the validity of the vow. In our Mishnah, however, where the subject is ordinary consecration to the sanctuary, *Halachah* is indeed in agreement with R. Johanan ha-Sandelar that the consecration is invalid.
 37. R. Joseph. 'To him' is wanting in MS.M.
 38. By a vow.
 39. To any particular person, by means of a vow, or to everybody by a general consecration to the Sanctuary.
 40. He may forbid his fellow's fruit to himself as the master of his own body; and he may forbid his fruit to his fellow as the owner of his fruit.
 41. The woman's work. Neither her work (which has not yet been done) nor her right to it (which she will regain only after divorce) is yet in existence.
 42. Even by a vow.
 43. Certainly not. As a person has no right to do the latter, he being neither master of his fellow's body nor owner of his fruit, so he should not be entitled to do the former (v. *supra* note 1.)
 44. R. Johanan b. Nuri's ruling which Samuel adopted as the *Halachah*.
 45. Whereas our Mishnah deals with the case where she consecrated her handiwork, and this is not yet in existence.
 46. Her husband. How then could she consecrate that which is not hers?
 47. The consecration shall take effect.
 48. At that time she is again independent of her husband.
 49. As in the case under discussion where the woman while living with her husband is ineligible to dispose of her work.
 50. Obviously not. How then could the *Halachah* be in agreement with R. Johanan b. Nuri?
 51. When it is re-purchased.
 52. It certainly would. Similarly in the case of a woman's work after she is divorced.
 53. The case of the field one is about to sell.
 54. Since at the time of the consecration it is still to his possession. Hence also the effectiveness of his present consecration after he had re-purchased that field.
 55. In the case of the consecration of a wife's work while she is still with her husband.
 56. How then could she have the power to consecrate her work even for the future?
 57. Lit., 'this is not equal but',
 58. Because at the time of the consecration it was no longer in his possession.
 59. The case of the sold field,

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60. V. *supra* p. 351, n. 15.

61. V. p. 351, n. 17.

Kethuboth 59b

'This field which I have mortgaged to you shall be consecrated after I have redeemed it,' where it is consecrated. R. Shisha son of R. Idi demurred: Are these cases similar? There it¹ is in his² power to redeem it; but here she has no power to divorce herself. This is rather similar to the case of a man who said to his fellow, 'This field which I have mortgaged to you for ten years³ shall be consecrated when I shall have redeemed it', where it becomes consecrated. R. Ashi demurred: Are these cases similar? There⁴ he² has the power to redeem it at least after ten years, but here she has never the power to divorce herself!⁵ —

But, replied R. Ashi, you speak of Konamoth! Konamoth are different [from ordinary vows] since they effect the consecration of the body⁶ itself;⁷ and [the reason here⁸ is the same] as that of Raba, for Raba stated: Consecration,⁹ leavened food¹⁰ and manumission¹¹ cancel a mortgage.¹² They¹³ should then¹⁴ become consecrated forthwith!¹⁵ — The Rabbis have imparted force to a husband's rights¹⁶ [over his wife] so that they¹³ shall not become consecrated forthwith.¹⁷

MISHNAH. THE FOLLOWING ARE THE KINDS OF WORK WHICH A WOMAN MUST PERFORM FOR HER HUSBAND: GRINDING CORN, BAKING BREAD, WASHING CLOTHES, COOKING, SUCKLING HER CHILD, MAKING READY HIS BED AND WORKING IN WOOL. IF SHE BROUGHT HIM ONE BONDWOMAN¹⁸ SHE NEED NOT DO ANY GRINDING OR BAKING OR WASHING. [IF SHE BROUGHT] TWO BONDWOMEN,¹⁹ SHE NEED NOT EVEN COOK OR SUCKLE HER CHILD. IF THREE, SHE NEED NEITHER MAKE READY HIS BED NOR WORK IN WOOL. IF FOUR, SHE MAY LOUNGE²⁰ IN AN EASY CHAIR.²¹ R. ELIEZER SAID: EVEN IF SHE BROUGHT HIM²² A HUNDRED

BONDWOMEN HE MAY²³ COMPEL HER TO WORK IN WOOL; FOR IDLENESS LEADS TO UNCHASTITY. R. SIMEON B. GAMALIEL SAID: EVEN²⁴ IF A MAN FORBADE HIS WIFE UNDER A VOW TO DO ANY WORK HE MUST DIVORCE HER AND GIVE HER *KETHUBAH*²⁵ TO HER FOR IDLENESS LEADS TO IDIOCY.²⁶

GEMARA. GRINDING CORN! How could you imagine this?²⁷ — Read: Attending to²⁸ the grinding.²⁹ And if you prefer I might say: With a hand mill.

Our Mishnah³⁰ does not agree with the view of R. Hiyya. For R. Hiyya taught: A wife [should be taken] mainly for the sake³¹ of her beauty; mainly for the sake³² of children.³³ And R. Hiyya further taught: A wife is mainly for the wearing³² of a woman's finery. And R. Hiyya further taught: He who wishes his wife to look graceful³⁴ should clothe her in linen garments. He who wishes his daughter to have a bright complexion,³⁵ let him, on the approach of her maturity, feed her with young fowls and give her milk to drink.

SUCKLING HER CHILD. Must it be assumed that our Mishnah³⁶ does not agree with the View of Beth Shammai? For was it not taught: If a woman vowed not to suckle her child she must, said Beth Shammai, pull the breast out of its mouth,³⁷ and Beth Hillel said: [Her husband] may compel her to suckle it.³⁸ If she was divorced he cannot compel her; but if [the child] knows her³⁹ [her husband] pays her the fee and may compel her to suckle it in order [to avert] danger?⁴⁰ — It may be said to be in agreement even with the view of Beth Shammai, but here⁴¹ we are dealing with such a case, for instance, where the woman made a vow and her husband confirmed it; Beth Shammai being of the opinion that he has thereby put his finger between her teeth,⁴² while Beth Hillel hold that it is she that has put her finger between her teeth.⁴³ Then⁴⁴ let them⁴⁵ express their disagreement as regards a *Kethubah* generally.⁴⁶ Furthermore, it was taught:⁴⁷ Beth Shammai

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said: She need not suckle [her child]!⁴⁸ —
But, clearly, our Mishnah is not in agreement
with the view of Beth Shammai.

'If [the child] knows her'.

1. The mortgaged field.
2. The man who consecrated the field.
3. During which period he has no power to redeem it, as a wife has no power to divorce herself.
4. The ten years' mortgage.
5. The two cases, therefore, cannot be compared.
6. Of the animal or object consecrated.
7. In relation to the man concerned; and unlike other consecrations to the Temple Treasury, can never be redeemed.
8. For the validity of the consecration of the wife's work.
9. Of a pledged animal for the altar.
10. Which is pledged to a non-Israelite but kept in the possession of an Israelite when the time for its destruction on the Passover Eve arrives. No leaven or leavened food though pledged to a non-Jew may be kept in Jewish possession from the mid-day of Passover Eve until the conclusion of the Passover festival.
11. Of a mortgaged slave,
12. Similarly here, the consecration cancels the husband's claim upon the body or work of his wife. Hence the validity of her consecration.
13. The wife's hands.
14. V. *supra* n. 15.
15. Why then has it been stated that the consecration becomes effective only after her divorce.
16. [H] lit., 'the subjection or pledging to the husband'.
17. His rights, as long as she lives with him, are not merely those of a creditor to whom an object has been mortgaged or pledged but the fuller rights of a buyer. For further notes on the whole of this passage, v. Ned. Sonc. ed. pp. 265ff.
18. Or a sum that would purchase one.
19. Or their value. V. *supra* n. 1.
20. Lit., 'sit'.
21. I.e., she need not perform even minor services for him. She is under no obligation to leave her chair to bring him any object even from the same house (cf. Rashi). [H], cf. [G], 'an easy chair', 'soft seat'.
22. Her husband.
23. Or, according to another interpretation, 'should'.
24. I.e., precautions must be taken against idleness not only in the case mentioned by R. Eliezer but also in the following where the husband himself forbade the work.
25. Thus enabling her to engage in work again.
26. [H], 'stupefaction', 'dullness'.
27. A woman, surely, could not be expected to turn the sails or the wheels of a mill.
28. Lit., 'causing'.
29. She performs the accompanying services only.
30. Which imposes duties of work upon a wife.
31. Lit., 'a woman is not but'.
32. V. p. 353, n. 14.
33. Not as a bondwoman for her husband. R. Hiyya agrees, however, that a wife is expected to work in wool in return for the maintenance her husband allows her. His only objection is to menial work such as the grinding of corn which has an injurious effect upon her womanly grace. V. Tosaf. s.v. [H].
34. Lit., 'to nurse', 'to make pliant', 'to make graceful'.
35. Lit., 'that he may make white'.
36. Which imposes upon a wife the duty of suckling her children.
37. I.e., her vow is valid, because she is under no obligation to suckle her child.
38. According to their view it is a mother's duty to suckle her child and her vow is, therefore, null and void.
39. And refuses to be nursed by any other woman (Rashi). [Isaiah Trani: Even if it does not refuse to be suckled by another woman, its separation from its mother, whom it has learnt to recognize, may prove injurious to the infant].
40. Tosef. Keth. V. Since Beth Shammai maintain here that a wife is under no obligation to suckle her children (cf. *supra* n. 6) out Mishnah (cf. *supra* n. 5) obviously cannot be in agreement with their view.
41. In the cited Baraitha.
42. I.e., it is the husband's fault that the vow remained valid. He could easily have annulled it had he wished to do so. (V. Num. XXX, 7ff).
43. She should not have vowed (cf. *supra* note 7).
44. If, as now suggested, the husband has confirmed the vow the woman had made.
45. Beth Shammai and Beth Hillel.
46. Where a woman vowed that her husband was to have no benefits from her. According to Beth Shammai she would be entitled to her *Kethubah* because it is the man's fault that her vow remained valid (cf. *supra* p. 354, n. 11), while according to Beth Hillel she would receive no *Kethubah* because the making of the vow was her fault (cf. p. 354, n. 12).
47. In respect of any woman, even one who made no vow.
48. How then could it be suggested that our Mishnah is in agreement with the view of Beth Shammai?

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At what age?¹ — Raba in the name of R. Jeremiah b. Abba who had it from Rab replied: Three months. Samuel, however, said: Thirty days; while R. Isaac stated in the name of R. Johanan: Fifty days. R. Shimi b. Abaye stated: The *Halachah* is in agreement with the statement of R. Isaac which was made in the name of R. Johanan. One can well understand [the respective views of] Rab and R. Johanan since they are guided by the child's keenness of perception.² According to Samuel, however, is such [precocity]³ at all possible? — When Rami b. Ezekiel came⁴ he said, 'Pay no regard to those rules which my brother Judah laid down in the name of Samuel; for this said Samuel: As soon as [the child]⁵ knows her'.⁶

A [divorced woman] once came to Samuel [declaring her refusal to suckle her son]. 'Go', he said to R. Dimi b. Joseph, 'and test her case'.⁷ He went and placed her among a row of women and, taking hold of her child, carried him in front of them. When he came up to her [the child]⁸ looked at her face with joy,⁹ but she turned her eye away from him. 'Lift up your eyes'. he called to her, 'come, take away your son'. How does a blind child know [its mother]? R. Ashi said: By the smell and the taste.¹⁰

Our Rabbis taught: A child must be breast fed for¹¹ twenty-four months. From that age onwards¹² he is to be regarded as one who sucks an abominable thing; these are the words of R. Eliezer. R. Joshua said: [He may be breast fed] even for four or five years. If, however, he ceased¹³ after the twenty-four months and started again¹⁴ he is to be regarded as sucking an abominable thing.¹⁵

The Master said, 'From that age onwards he is to be regarded as one who sucks an abominable thing'. But I could point out a contradiction: As it might have been presumed that human¹⁶ milk is forbidden¹⁷ since such [prohibition may be deduced from the following] logical argument: If in the case

of a beast¹⁸ in respect of which the law of contact¹⁹ has been relaxed²⁰ [the use of] its milk has nevertheless been restricted,²¹ how much more should the use of his milk be restricted in the case of a human being in respect of whom the law of contact has been restricted;²² hence it was specifically stated, The camel because it²³ cheweth the cud [... it is unclean unto you],²⁴ only 'it' is unclean; human milk, however, is not unclean but clean. As it might also have been presumed that only [human] milk is excluded²⁵ because [the use of milk] is not equally [forbidden] in all cases²⁶ but that [human] blood is not excluded²⁷ since [the prohibition of eating blood] is equally applicable in all cases,²⁸ hence it was specifically stated, it,²⁹ only 'it' is forbidden; human blood, however, is not forbidden but permitted.³⁰

And [in connection with this teaching] R. Shesheth has stated: Even [a Rabbinical] ordinance of abstinence is not applicable to it!³¹ — This is no difficulty. The latter³² [refers to milk] that has left [the breast]³³ whereas the former³⁴ [refers to milk] which has not left [the breast]. [This law, however], is reversed in the case of blood,³⁵ as it was taught: [Human] blood which [is found] upon a loaf of bread must be scraped off and [the bread] may only then be eaten; but that which is between the teeth³⁶ may be sucked without any scruple.³⁷

The Master stated, 'R. Joshua said: [He may be breast fed] even for four or five years'. But was it not taught that R. Joshua said: Even when [he carries] his bundle on his shoulders?³⁸ — Both represent the same age.³⁹ R. Joseph stated: The *Halachah* is in agreement with R. Joshua.

It was taught: R. Marinus said, A man suffering from an attack on the chest⁴⁰ may suck milk⁴¹ [from a beast] on the Sabbath.⁴² What is the reason? — Sucking is an act of unusual⁴³ unloading⁴⁴ against which, where pain⁴⁵ is involved, no preventive measure has been enacted by the Rabbis. R. Joseph stated:

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The *Halachah* is in agreement with R. Marinus.

It was taught: Nahum the Galatian⁴⁶ stated, If rubbish⁴⁷ was collected⁴⁸ in a gutter⁴⁹ it is permissible to crush it with one's foot quietly⁵⁰ on the Sabbath, and one need have no scruples about the matter. What is the reason? — Such repair is carried out in an unusual manner⁵¹ against which, when loss is involved,⁵² the Rabbis enacted no preventive measure. R. Joseph stated: The *Halachah* is in agreement with the ruling of Nahum the Galatian.

'If he ceased, however, after the twenty-four months and started again he is to be regarded as one who sucks an abominable thing'. And for how long?⁵³ — R. Judah b. Habiba replied in the name of Samuel: For three days. Others read: R. Judah b. Habiba recited⁵⁴ before Samuel: 'For three days'.

Our Rabbis taught: A nursing mother whose husband died within twenty-four months [of the birth of their child] shall neither be betrothed nor married again

1. Lit., 'until how much?' i.e., at what age is a child assumed to know its mother, and to refuse in consequence to be suckled by another woman?
2. Lit., 'every one according to his sharpness'; the former fixing it at the age of three months and the latter at that of fifty days.
3. That a child should know its mother at the age of thirty days.
4. From Palestine to Babylon, v. *infra* 111b.
5. Whatever its age.
6. May a mother be compelled to suckle it, even after she has been divorced. She is only entitled to a fee from the child's father.
7. To ascertain whether the child knew its mother.
8. Cur. edd. [H], (fem.). Read with Bomb. ed. [H] (masc.).
9. Af. of [H], 'to look up with joy' (Jast.). 'to gaze longingly'.
10. Of the milk.
11. Lit., 'a baby sucks and continues until'.
12. If he is still breast fed.
13. Lit., 'he separated'.
14. Lit., 'and returned'.
15. Cf. Tosef. Nid. II.

16. Lit., 'those who walk on two (legs)'.
17. V. Rashi; lit., 'unclean'.
18. Of the unclean classes enumerated in Lev. XI, 4ff and Deut, XIV, 7ff.
19. By a human being.
20. Contact with a live animal, even of the unclean classes (v. *supra* n. 10), does not cause uncleanness.
21. It is forbidden for human consumption (v. Bek, 6b).
22. Contact with a menstruant, for instance, causes uncleanness.
23. Emphasis on 'it' ([H]) (v. *infra* n. 20).
24. Lev. XI, 4.
25. Lit., 'I take out', sc. from the prohibition of consuming it.
26. The milk of a clean beast being permitted.
27. From the restriction of consuming it.
28. Even the blood of a clean beast is forbidden.
29. The second 'it' ([H]) in Lev. IV, 11. Cf. *supra* n. 14. According to another interpretation the exclusion of blood is derived from the expression [H] (E.V. these) at the beginning of the verse (Rashi).
30. Cf. Ker. 22a and v. *infra* n. 6.
31. I.e., human milk is not only Pentateuchally, but also Rabbinically permitted. How then is this ruling to be harmonized with the previous Baraitha cited from *Niddah* which regards human milk as an 'abominable thing'?
32. Lit., 'that', the last mentioned Baraitha which permits the consumption of human milk.
33. And is collected in a utensil.
34. Which, regarding the milk as an 'abominable thing', forbids it to one older than twenty-four months.
35. As long as it remains within the body it is permitted; but as soon as it leaves it is forbidden as a preventive measure against the eating of animal blood.
36. I.e., which has not been separated from the body.
37. Ker. 21b.
38. I.e., even at an age when the child is capable of carrying small loads he may still be breast fed. How then is this to be reconciled with the Baraitha cited from *Niddah* (V. *supra* note 5)?
39. Lit., 'one size' or 'limit'.
40. [H] (rt. [H] 'to groan'), one sighing painfully under an attack angina pectoris. V. Jast.
41. Goat's milk which has a curative effect (v. Rashi).
42. Though the release of the milk from the animal's breast resembles the plucking of a plant from its root, or the unloading of a burden, which is forbidden on the Sabbath,
43. [H], lit., 'as if by the back of the hand'.
44. [H] (rt. [H] Piel, 'break down', 'detach'). Milking an animal with one's hands is regarded as direct unloading (or detaching)

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which on the Sabbath is Pentateuchally forbidden (cf. Shab. 95a); releasing the milk by sucking is an unusual or indirect unloading or detaching which is only Rabbinically forbidden.

45. V. *supra* p. 357, n. 11.
46. Of Galatia or Gallia in Asia Minor,
47. Lit., 'small pieces of straw',
48. Lit., 'that went up'.
49. And thus prevents the proper flow of the water.
50. [H] lit., 'privately'.
51. V. *supra* p. 357, n. 14.
52. Were the gutter to remain choked up the overflow of the water would cause damage.
53. Must the break last for the child to be regarded as having ceased to suck.
54. A Baraitha, His statement was not merely the report of a ruling of Samuel who was but an Amora.

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until [the completion of the] twenty-four months;¹ so R. Meir. R. Judah however, permits [remarriage] after eighteen months.² Said R. Nathan³ b. Joseph: Those⁴ surely, are the very words of Beth Shammai and these⁵ are the very words of Beth Hillel; for Beth Shammai ruled: Twenty-four months,⁶ while Beth Hillel ruled: Eighteen months!⁶ R. Simeon b. Gamaliel replied, I will explain:⁷ According to the view⁸ [that a child must be breast fed for] twenty-four months⁹ [a nursing mother] is permitted to marry again after twenty-one months,¹⁰ and according to the view¹¹ [that it is to be breast fed for] eighteen months¹² she may marry again after fifteen months;¹³ because a [nursing mother's] milk deteriorates only three months after [her conception].¹⁴

'Ulla stated: The *Halachah* is in agreement with the ruling of R. Judah;¹⁵ and Mar 'Ukba stated: R. Hanina permitted me to marry [a nursing woman] fifteen months after [the birth of her child].¹⁶

Abaye's metayer once came to Abaye and asked him: Is it permissible to betroth [a nursing woman] fifteen months after [her child's birth]? — The other answered him: In the first place¹⁷ [whenever there is

disagreement] between R. Meir and R. Judah the *Halachah* is in agreement with the view of R. Judah;¹⁵ and, furthermore, [in a dispute between] Beth Shammai and Beth Hillel the *Halachah* is in agreement with the view of Beth Hillel;¹⁸ and while 'Ulla said, 'The *Halachah* is in agreement with R. Judah',¹⁵ Mar 'Ukba stated, 'R. Hanina permitted me to marry [a nursing woman] fifteen months after [the birth of her child]', how much more then [is there no need for you to wait the longer period] since you only intend betrothal. When he¹⁹ came to R. Joseph²⁰ the latter told him, 'Both Rab and Samuel ruled that [a nursing woman] must wait twenty-four months exclusive of the day on which her child was born and exclusive of the day on which she is betrothed'.²¹ Thereupon he²² ran²³ three parasangs²⁴ after him, (some say, one *parasang* along sand mounds), but failed to overtake him.

Said Abaye: The statement made by the Rabbis that 'Even [a question about the permissibility of eating] an egg²⁵ with kutha²⁶ a man shall not²⁷ decide²⁸ in a district [which is under the jurisdiction] of his Master' was not due [to the view that this might] appear as an act of irreverence²⁹ but to the reason that [a disciple] would have no success in dealing with the matter. For I have in fact learned the tradition of Rab and Samuel and yet I did not get the opportunity of applying it.³⁰

Our Rabbis taught: [If a nursing mother] gave her child to a wet nurse or weaned him, or if he died, she is permitted to marry again forthwith.³¹ R. Papa and R. Huna son of R. Joshua intended to give a practical decision in accordance with this Baraitha, but an aged woman said to them, 'I have been in such a position³² and R. Nahman forbade me [to marry again].³³ Surely, this could not have been so;³⁴ for has not R. Nahman in fact permitted [such remarriage]³⁵ in the Exilarch's family?³⁶ — The family of the Exilarch was different [from ordinary people] because no nurse would break her agreement³⁷ with them.³⁸

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Said R. Papi to them:³⁹ Could you not have inferred it⁴⁰ from the following? It has been taught: [A married woman] who was always anxious⁴¹ to spend her time⁴² at her paternal home,⁴³ or who has some angry quarrel at her husband's home,⁴⁴ or whose husband was in prison,⁴⁴ or had gone to a country beyond the sea,⁴⁵ or was old or infirm,⁴⁴ or if she herself was barren, old,⁴⁶ incapable of procreation or a minor,⁴⁶ or if she miscarried after the death of her husband, or was in any other way incapacitated for propagation, must⁴⁷ wait three months.⁴⁸ These are the words of R. Meir. R. Jose,⁴⁹ however, permits betrothal or marriage forthwith.⁵⁰ And [in connection with this] R. Nahman stated in the name of Samuel: The *Halachah* is in agreement with R. Meir in respect of his restrictive measures!⁵¹ —

'This', they⁵² answered him, 'did not occur to us'. The law is [that if the child] died [remarriage by his mother] is permitted [forthwith], but if she has weaned him [her remarriage] is⁵³ forbidden. Mar son of R. Ashi ruled: Even if the child died [the remarriage of the mother] is forbidden, it being possible that she has killed it so as to be in a position⁵⁴ to marry. It once actually happened that a mother strangled her child. This incident, however, is no proof.⁵⁵ That woman⁵⁶ was an imbecile, for it is not likely that [sane] women would strangle their children.

Our Rabbis taught: If a woman was given a child to suckle⁵⁷ she must not suckle together with it either her own child or the child of any friend of hers. If she agreed to a small allowance for board she must nevertheless eat much.⁵⁸ Whilst in charge of the child⁵⁹ she must not eat things which are injurious for the milk. Now that you said [that she must] not [suckle] 'her own child' was there any need [to state] 'nor the child of any friend of hers'? — It might have been assumed that only her own child [must not be suckled] because owing to her affection for it she might supply it with more [than the other child] but that the child of a friend of hers

[may well be suckled] because if she had no surplus [of milk] she would not have given any at all. Hence we were taught [that even the child of a friend must not be suckled].

'If she agreed to a small allowance for board she must nevertheless eat much'. Wherefrom? — R. Shesheth replied: From her own.⁶⁰

'Whilst in charge of the child she must not eat things which are injurious'. What are these? — R. Kahana replied: For instance, cuscuta,⁶¹ lichen, small fishes and earth.⁶² Abaye said: Even pumpkins and quinces. R. Papa said: Even a palm's heart⁶³ and unripe dates.⁶⁴ R. Ashi said: Even kamak⁶⁵ and fish-hash. Some of these cause the flow of the milk to stop while others cause the milk to become turbid.

A woman who couples in a mill will have epileptic children. One who couples on the ground will have children with long necks. [A woman] who treads⁶⁶ on the blood⁶⁷ of an ass will have scabby⁶⁸ children. One who eats⁶⁶ mustard will have intemperate children.⁶⁹ One who eats⁶⁶ cress will have blear-eyed children. One who eats⁶⁶ fish brine⁷⁰ will have children with blinking eyes.⁷¹ One who eats⁷² clay⁷³ will have ugly children. One who drinks⁷² intoxicating liquor will have ungainly⁷⁴ children. One who eats⁷² meat and drinks wine will have children

1. Were she to marry sooner and happen to become pregnant, the child would have to be taken from her breast before the proper time.
2. The shorter period is in his opinion quite sufficient for the suckling of a child.
3. *Var. lec.* 'Jonathan' (v. Tosef. Nid. II).
4. The words of R. Meir.
5. R. Judah's words.
6. As the period during which a child must be breast fed. What then was the object of the repetition of the same views?
7. Read [H] (v. She'iltot, Wayera, III). *Cur. edd.* [H] (rt. [H], Hif. 'to over-balance', 'compromise').
8. *Lit.*, 'the words of him who says'.
9. Beth Shammai.
10. Not, as R. Meir ruled, twenty-four.
11. *Lit.*, 'the words of him who says'.

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12. Beth Hillel.
13. And not, as R. Judah ruled, eighteen.
14. For three months, at least, after her remarriage the child's breast feeding need not be interrupted. The views of Beth Shammai and Beth Hillel thus differ from those of R. Meir and R. Judah respectively.
15. That a nursing mother need not wait more than eighteen months.
16. In agreement with the view of Beth Hillel as interpreted by R. Simeon b. Gamaliel.
17. Lit., 'one'.
18. Who, according to R. Simeon b. Gamaliel's interpretation, require a nursing mother to postpone remarriage for no longer a period than fifteen months.
19. Abaye, who was a disciple of R. Joseph.
20. To consult him on the question his metayer addressed to him.
21. Yeb. 43a.
22. Abaye.
23. In an attempt to stop his metayer from acting on his decision.
24. V. [Glos.](#)
25. That was found in a slaughtered fowl (v. Tosaf. s.v. [H] a.l.). The question of eating a properly laid egg with milk (v. next note) could of course never arise.
26. A preserve containing milk.
27. Though the answer is simple and obvious.
28. Lit., 'solve'.
29. Against the Master.
30. When the question was addressed to him. MS.M. adds; 'because at that time I forgot it'.
31. After her husband's death. She need not wait until the period for suckling mentioned above has expired.
32. Lit., 'with me was (such) an event'.
33. Before the expiration of the period prescribed for the breast feeding of the child.
34. Lit., 'Is it so'?
35. V. *supra* n. 12.
36. The children having been entrusted to hired nurses. This actually happened in the case of his own wife Yaltha (v. She'iltot, Wayera, XIII and cf. Golds. a.l.).
37. Lit., 'return', 'retract'.
38. Hence it was safe to allow their widows to remarry (note 12). In the case of ordinary people, however, the nurse might well change her mind at any moment and the child would consequently have to fall back upon the nursing of his own mother. Should she then happen to be in a state of pregnancy the child would be in danger of starvation.
39. R. Papa and R. Huna.
40. The decision of R. Nahman reported by the woman,
41. Pass. particip. of [H] 'to pursue', 'be anxious'.
42. Lit., 'to go'.
43. And she was there when her husband died.
44. At the time of his death.
45. And there he died.
46. When her husband's death occurred.
47. Though in all such cases it is obvious that the woman cannot be pregnant.
48. Before remarriage or betrothal. This is a precaution against a similar marriage or betrothal on the part of a normal woman who might be pregnant.
49. This is also the reading of She'iltot. The reading of Tosaf. Yeb. VI, 6 and 'Erub. 47a is 'R. Judah'.
50. After the husband's death. Cf. Yeb, and 'Erub. l.c.
51. It is consequently forbidden for any widow to marry again before the prescribed period of three months has elapsed even where the cause of the prohibition, i.e., that of possible pregnancy, does not apply. Similarly in the case of a nursing mother remarriage would obviously be forbidden even where the child died or is otherwise independent of his mother's nursing. Why then had R. Papa and R. Huna to rely solely upon the aged woman's report?
52. R. Papa and R. Huna.
53. Since it is possible that her action was due to her desire to marry.
54. Lit., 'and went'.
55. Lit., 'and this is not'.
56. Who strangled her child.
57. Lit., 'behold that they gave her a son to give (him) suck'.
58. Of her own (v. *infra*) in order to maintain a healthy supply of milk.
59. Lit., 'with it'.
60. Cf. *supra* n. 2.
61. [H], v. Jast., hops (Rashi).
62. Cf. *infra* p. 363, n. 4.
63. Read [H] (cf. Rashi). Cur. edd. [H] (gourd).
64. Lit., 'palm branch'.
65. [H], 'curdled milk', 'an appetizing sauce made of milk', (cf. Fleischer to Levy, and Jast.).
66. During her pregnancy.
67. Read [H] (Aruk.). Cur. edd., [H].
68. Or 'bald', reading [H] (cf. Rashi). Var. [H] 'gluttons', 'bibbers'.
69. Or 'gluttons'.
70. Or 'small fish' (Rashi) in brine (Jast.).
71. Aruk (s.v. [H]), 'small eyes'.
72. During her pregnancy.
73. [H], a certain kind of reddish clay was believed to possess medicinal qualities as an astringent. Cf. Smith, *Dict. Gk. Rom. Ant.* s.v. *creta*, v. Jast.
74. Lit., 'black'. Cf. Jast.

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Kethuboth 61a

of a robust constitution. One who eats eggs will have children with big eyes. One who eats fish will have graceful children. One who eats parsley¹ will have beautiful children. One who eats coriander will have stout² children. One who eats ethrog³ will have fragrant children. The daughter of King Shapur, whose mother had eaten ethrog³ [while she was pregnant] with her, used to be presented before her father as his principal perfume.

R. Huna⁴ related: R. Huna b. Hinena tested us [with the following question:] If she⁵ says that she wishes to suckle her child and he⁶ says that she shall not suckle it her wish is to be granted,⁷ for she would be the sufferer.⁸ What, [however, is the law] where he says that she shall suckle the child and she says that she will not suckle it? Whenever this⁹ is not the practice in her family we, of course, comply with her wish; what, [however, is the law] where this is the practice in her family but not in his? Do we follow the practice of his family or that of hers? And we solved his problem from this: She¹⁰ rises with him¹¹ but does not go down with him.¹² What, said R. Huna, is the Scriptural proof?¹³ — For she is a man's wife,¹⁴ [she is to participate] in the rise of her husband but not in his descent. R. Eleazar said, [The proof is] from here: Because she¹⁵ was the mother of all living¹⁶ she was given [to her husband]¹⁷ to live but not to suffer pain.

IF SHE BROUGHT HIM ONE BONDWOMAN, etc. Her other duties, however, she must obviously perform; [but why?] Let her say to him, 'I brought you a wife in my place!'¹⁸ — Because he might reply, 'That bondwoman works for me and for herself, who will work for you!'

[IF SHE BROUGHT] TWO BONDWOMEN, SHE NEED NOT EVEN COOK OR SUCKLE, etc. Her other duties, however, she must obviously perform; [but why?] Let her say to him, 'I brought you another wife who

will work for me and for her, while the first one [will work] for you and for herself!' — Because he might reply, 'Who will do the work for our guests¹⁹ and occasional visitors!'²⁰

IF THREE, SHE NEED NEITHER MAKE READY HIS BED. Her other duties, however, she must perform; [but why?] Let her say to him, 'I brought you a third one²¹ to attend upon our guests and occasional visitors!' — Because he might reply, 'The more the number of the household the more the number of guests and occasional visitors'. If so,²² [the same plea could also be advanced] even [when the number of bondwomen was] four! — [In the case of] four bondwomen, since their number is considerable they assist one another.

R. Hana, or some say R. Samuel b. Nahmani, stated: **[SHE BROUGHT]** does not mean that she had actually brought; but: Wherever she is in a position to bring,²³ even though she has not brought any. A Tanna taught: [A wife is entitled to the same privileges] whether she brought [a bondwoman] to him²⁴ or whether she saved up for one out of her income.

IF FOUR, SHE MAY LOUNGE IN AN EASY CHAIR. R. Isaac b. Hanania²⁵ stated in the name of R. Huna: Although it has been said, **SHE MAY LOUNGE IN AN EASY CHAIR** she should²⁶ nevertheless fill²⁷ for him his cup, make ready his bed and wash his face, hands and feet.²⁸

R. Isaac b. Hanania²⁹ further³⁰ stated in the name of R. Huna: All kinds of work which a wife performs for her husband a menstruant also may perform for her husband, with the exception of filling³¹ his cup, making ready his bed and washing his face, hands and feet.³² As to 'the making ready of his bed' Raba explained that [the prohibition] applies only in his presence but [if it is done] in his absence it does not matter.³³ With regard to 'the filling of his cup'. Samuel's wife made a change³⁴ [by serving] him with her left hand.

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[The wife of] Abaye placed it³⁵ on the edge³⁶ of the wine cask. Raba's [wife placed it] at the head-side of his couch, and R. Papa's [wife put it] on his foot-stool.³⁷

R. Isaac b. Hanania³⁸ further³⁹ stated: All [foodstuffs] may be held back from the waiter⁴⁰ except meat and wine.⁴¹ Said R. Hisda: [This applies only to] fat meat and old wine. Raba said: Fat meat⁴² throughout the year but old wine only in the Tammuz⁴³ season.⁴⁴

R. Anan b. Tahlifa related: I was once standing in the presence of Samuel when they brought him a dish of mushrooms, and, had he not given me [some of it], I would have been exposed to danger.⁴⁵ I, related R. Ashi, was once standing before R. Kahana when they brought him slices⁴⁶ of turnips in vinegar, and had he not given me some, I would have been exposed to danger.

R. Papa said: Even a fragrant date [if not tasted may expose one to danger].⁴⁵ This is the rule: Any foodstuff that has a strong flavor or an acrid taste [will expose a man to danger⁴⁵ if he is not allowed to taste of it].

Both Abbuha⁴⁷ b. Ihi and Minjamin b. Ihi [showed consideration for their waiter] the one giving [him a portion] of every kind of dish⁴⁸ while the other gave [him a portion]⁴⁹ of one kind only.⁵⁰ With the former Elijah⁵¹ conversed, with the latter he did not.

[It was related of] two pious men, and others say of R. Mari and R. Phinehas the sons of R. Hisda, that one of them⁵² gave [a share to his waiter]⁵³ first⁵⁴ while the other gave him last.⁵⁵ With the one who gave [the waiter his share] first, Elijah⁵⁶ conversed; with the one, however, who gave his waiter last, Elijah did not converse.⁵⁷

Amemar, Mar Zutra and R. Ashi were once sitting at the gate of King Yezdegerd⁵⁸ when the King's table-steward⁵⁹ passed them by. R. Ashi, observing that Mar Zutra

1. [H] = [H], celery, parsley, or other green vegetables.
2. Or 'fleshy', cf. [H], 'flesh'.
3. [H], a fruit of the citrus family used (a) as one of the 'four kinds' constituting the ceremonial wreath on Tabernacles and also (b) as a preserve.
4. *Var. lec.* 'Papa' (Asheri and MS.M.).
5. The mother of a child.
6. The father.
7. Lit., '(we) listen to her'.
8. Through the accumulation of the milk in her breast. Lit., 'the pain is hers'.
9. The breast feeding of a child by its mother.
10. A wife.
11. Her husband.
12. *Supra* 48a. A wife enjoys the advantages of her husband but not his disadvantages.
13. For the statement cited.
14. Gen. XX, 3 [H] of the rt. [H] 'to go up', 'rise'.
15. Eve, symbolizing all married women.
16. Gen. III, 20.
17. Adam, mentioned earlier in the verse.
18. [H], abs. [H], lit., 'gap'. As the bondwoman takes her place she should be exempt altogether from domestic duties,
19. [H], guests that spend a month or a week.
20. [H] ([H] 'flying'), visitors who pay only a short visit.
21. Lit., 'another'.
22. If an increase in the number of bondwomen causes a corresponding increase in that of guests and visitors.
23. I.e., if she has the means.
24. Her husband.
25. MS.M., 'Hanina'.
26. She is not compelled but is advised (v. Rashi s.v. [H] a.l.).
27. [H], rt. [H] 'to mix', sc. wine with water or spices.
28. Such personal services are calculated to nurse a husband's affections (Rash. l.c.).
29. MS.M. 'Hanina'.
30. Read (v. marg. note, a.l.) [H]. Cur. edd. omit the *Waw*,
31. Cf. *supra* n. 3.
32. In order to prevent undue intimacy between husband and wife during her period of Levitical uncleanness.
33. Lit., 'we have nothing in it'.
34. During her 'clean days', after menstruation and prior to ritual immersion, when marital relations are still forbidden.
35. V. *supra* note 10.
36. Lit., mouth'.
37. Cf. Golds. Others: (v. Jast.) 'chair'.
38. MS.M. 'Hanina'.
39. V. *supra* note 6.
40. Until he has finished serving the meal.

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41. Which excite his appetite and any delay in satisfying it causes him extreme pain.
42. Must not be held back.
43. [H], the fourth month of the Hebrew calendar corresponding to July-August.
44. When the weather is extremely hot and spicy wine is tempting.
45. Of faintness due to the extreme pangs of hunger excited by the flavor of the dish,
46. [H] the 'upper portions'.
47. Bomb. ed., 'Abuth'.
48. As it was served.
49. At the beginning of the meal, of the first dish.
50. Keeping back the others until the conclusion of the meal.
51. The immortal prophet, the maker of peace and herald of the Messianic era.
52. Lit., 'master'.
53. Of every dish he served.
54. Before he tasted of it himself.
55. After he himself and his guests had finished their meal.
56. V. *supra* note 7.
57. By failing to give the waiter a share as soon as the various dishes were served he caused him unnecessary pain of unsatisfied desire and hunger.
58. Or Yezdjird, one of the Kings of Persia.
59. [H] compound word: 'table' and 'maker'.

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turned pale in the face, took up with his finger [some food from the dish and] put it to his mouth. 'You have spoilt the King's meal' [the table-steward]¹ cried. 'Why did you do such a thing?' he was asked [by the King's officers].¹ 'The man who prepared that dish',² he³ replied, 'has rendered the King's food objectionable'. 'Why?' they asked him. 'I noticed', he replied, 'a piece of leprous swine⁴ flesh in it'. They examined [the dish] but did not find [such a thing]. Thereupon he took hold of his finger and put it on it,⁵ saying, 'Did you examine this part?' They examined it and found it [to be as R. Ashi had said]. 'Why did you rely upon a miracle?' the Rabbis asked him. 'I saw', he replied, 'the demon of leprosy hovering over him'.⁶

A Roman once said to a woman, 'Will you marry me?' — 'No,' she replied. Thereupon⁷ he brought some pomegranates, split them open and ate them in her presence. She kept

on swallowing all the saliva⁸ that irritated her, but he did not give her [any of the fruit] until [her body] became swollen.⁹ Ultimately he said to her, 'If I cure you, will you marry me?' — 'Yes', she replied. Again⁷ he brought some pomegranates, split them and ate them in her presence. 'Spit out at once, and again and again',¹⁰ he said to her, all saliva that irritated you'. [She did so] until [the matter] issued forth from her body in the shape of a green palm-branch; and she recovered.

AND WORKING IN WOOL. Only IN WOOL but not in flax. Whose [view then is represented in] our Mishnah? — It is that of R. Judah. For it was taught: [Her husband] may not compel her to wait¹¹ upon his father or upon his son, or to put straw before his beast;¹² but he may compel her to put straw before his herd.¹³ R. Judah said: Nor may he compel her to work in flax because flax causes one's mouth to be sore¹⁴ and makes one's lips stiff.¹⁵ This refers, however, only to Roman flax.

R. ELIEZER SAID: EVEN IF SHE BROUGHT HIM A HUNDRED BONDWOMEN. R. Malkio stated in the name of R. Adda b. Ahabah: The *Halachah* is in agreement with R. Eliezer. Said R. Hanina the son of R. Ika: [The rulings concerning] a spit,¹⁶ bondwomen¹⁷ and follicles¹⁸ [were laid down by] R. Malkio; [but those concerning] a forelock,¹⁹ wood-ash²⁰ and cheese²¹ [were laid down by] R. Malkia. R. Papa, however, said: [If the statement is made on] a Mishnah or a Baraitha [the author is] R. Malkia [but if on] a reported statement²² [the author is] R. Malkio. And your mnemonic²³ is, 'The Mishnah²⁴ is queen'.²⁵ What is the practical difference between them?²⁶ — [The statement on] Bondwomen.²⁷ R. SIMEON B. GAMALIEL SAID, etc. Is not this the same view as that of the first Tanna?²⁸ — The practical difference between them [is the case of a woman] who plays with little cubs²⁹ or [is addicted to] checkers.³⁰

MISHNAH. IF A MAN FORBADE HIMSELF BY VOW TO HAVE INTERCOURSE WITH HIS

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WIFE³¹ BETH SHAMMAI RULED: [SHE MUST CONSENT TO THE DEPRIVATION FOR] TWO WEEKS;³² BETH HILLEL RULED: [ONLY FOR] ONE WEEK.³² STUDENTS MAY GO AWAY³³ TO STUDY THE TORAH, WITHOUT THE PERMISSION [OF THEIR WIVES FOR A PERIOD OF] THIRTY DAYS; LABORERS [ONLY FOR] ONE WEEK. THE TIMES FOR CONJUGAL DUTY PRESCRIBED IN THE TORAH³⁴ ARE: FOR MEN OF INDEPENDENCE,³⁵ EVERY DAY; FOR LABORERS, TWICE A WEEK; FOR ASS-DRIVERS,³⁶ ONCE A WEEK; FOR CAMEL-DRIVERS,³⁷ ONCE IN THIRTY DAYS; FOR SAILORS,³⁸ ONCE IN SIX MONTHS. THESE ARE THE RULINGS OF R. ELIEZER.

GEMARA. What is the reason of Beth Shammai?³⁹ — They derive their ruling from [the law relating to] a woman who bears a female child.⁴⁰ And Beth Hillel? — They derive their ruling from [the law relating to] one who bears a male child.⁴¹ Why should not Beth Hillel also derive their ruling from [the law relating to] a woman who bears a female child?⁴² — If they had derived their ruling from [the law relating to] a woman who bears a child they should indeed have ruled thus, but [the fact is that] Beth Hillel derive their ruling from [the law of] the menstruant.⁴³ On what principle do they⁴⁴ differ? — One⁴⁵ is of the opinion that the usual⁴⁶ [is to be inferred] from the usual,⁴⁷ and the other⁴⁸ is of the opinion that what a husband has caused⁴⁹ should be derived from that which he has caused.⁵⁰

Rab stated: They⁴⁴ differ only in the case of one who specified [the period of abstention] but where he did not specify the period it is the opinion of both that he must divorce her forthwith and give her the *Kethubah*. Samuel, however, stated: Even where the period had not been specified the husband may delay [his divorce],⁵¹ since it might be possible for him to discover some reason⁵² for [the remission of] his vow.⁵³ But surely, they⁵⁴ once disputed this question; for have we not learned: If a man forbade his wife by vow to have any benefit from him he may, for thirty

days, appoint a steward,⁵⁵ but if for a longer period he must divorce her and give her the *Kethubah*.

And [in connection with this] Rab stated: This ruling applies only where he specified [the period] but where he did not specify it he must divorce her forthwith and give her the *Kethubah*, while Samuel stated: Even where the period had not been specified the husband may also postpone [his divorce],⁵¹ since it might be possible for him, to discover some grounds⁵² for [the annulment of his vow]?⁵⁶ — [Both disputes are] required. For if [their views] had been stated in the former⁵⁷ only it might have been assumed that only in that case did Rab maintain his view, since [the appointment] of a steward is not possible but that in the second case⁵⁸ where [the appointment] of a steward is possible he agrees with Samuel. And if the second case⁵⁸ only had been stated it might have been assumed that only in that case did Samuel maintain his view⁵⁹ but that in the former case⁶⁰ he agrees with Rab. [Hence both statements were] necessary.

STUDENTS MAY GO AWAY TO STUDY, etc. For how long [may they go away] with the permission [of their wives]? — For as long as they desire.

1. V. Rashi.
2. Lit., 'thus'.
3. R. Ashi.
4. [H], lit., 'another thing', sc. 'something unnamable', e.g., swine, leprosy, idolatry and sodomy.
5. One of the pieces of meat.
6. Mar Zutra (v. Rashi).
7. Lit., 'he went',
8. That welled up in her mouth as a result of the acrid flavor of the fruit.
9. Lit., 'it became (transparent) like glass' (v. Rashi).
10. Lit., 'spit (and) eject' (bis).
11. Lit., 'to stand', v. Rashi.
12. Such as a horse or an ass or (according to another interpretation) 'male beasts' (v. Rashi and cf. BaH a.l.).
13. Cattle or (according to the second interpretation in n. 9) 'female beasts'.
14. Or 'swollen', v. next note.

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15. Because the spinner must frequently moisten the thread, with his saliva (v. Jast.). Aliter: 'the flax causes an offensive smell in the mouth and distends the lips' (cf. Rashi and Golds.).
16. That has been used for the roasting of meat on a festival, may at the time be put aside (v. Bezah 28b).
17. Whom a woman brought to her husband at her marriage (v. our Mishnah).
18. That these, even without the pubic hairs, are sufficient indication of pubes (v. Nid. 52a).
19. Belorith [H] (cf. Sanh, Sonc. ed. p. 114, n. 5). An Israelite trimming the hairs of a heathen must withdraw his hand at a distance of three finger's breadth on every side of the forelock (A.Z. 29a).
20. [H], is forbidden to be spread on a wound because it gives the appearance of an incised imprint (v. Mak. 21).
21. Forbidden, if made by a heathen, because it is smeared over with lard.
22. [H], an opinion or dictum of Rabbis, not recorded in a Mishnah or Baraitha, reported by their disciples or colleagues.
23. An aid to the recollection as to which statements were made by R. Malkia and R. Malkio respectively.
24. [H], a general term for Mishnah and Baraitha in contradiction to [H] (v. *supra* note 7).
25. I.e., more authoritative than a reported statement. Malkia [H] whose name closely resembles (queen) [H] (and not Malkio) is to be associated with the Mishnah and the Baraitha that are designated queen.
26. R. Hanina and R. Papa.
27. Which is recorded in our Mishnah. According to R. Papa the comment on it must be that of R. Malkia (cf. *supra* note 10) while according to R. Hanina it is included among the statements attributed to R. Malkio, v. A.Z. 29a, and Mak. 21a.
28. R. Eliezer. What difference is there for all practical purposes whether the reason for the ruling is unchastity or idiocy?
29. V. Jast. Or 'wooden cubs', counters in a game (cf. Levy).
30. [H] or [H] *nardeshir*, the name of a game played on a board; 'chess' (Rashi). [So named after its inventor Ardeshir Babekan, v. Krauss T.A. III, p. 113]. A woman who spends her time in this manner may be exposed to the temptation of unchastity but is in no danger of falling into idiocy.
31. Lit., 'IF A MAN FORBADE BY VOW HIS WIFE FROM INTERCOURSE'.
32. After this period it is the duty of the husband either to have his vow disallowed or to release his wife by divorce.
33. From their homes,
34. Ex. XXI, 10.
35. [H] ([rt. [H]], *Piel*, 'to walk about'), men who have no need to pursue an occupation to earn their living and are able 'to walk about' idly.
36. Who carry produce from the villages to town and whose occupation requires their absence from their home town during the whole of the week.
37. Who travel longer distances from their homes.
38. Whose sea voyages take them away for many months at a time.
39. Who allow TWO WEEKS.
40. Intercourse with whom is forbidden for two weeks (v. Lev. XII, 5),
41. In whose case the prohibition is restricted to one week (ibid. 2).
42. The fact that the longer period of two weeks has Pentateuchal sanction should entitle a husband to vow abstention for a similar length of time.
43. The period of whose uncleanness is only seven days (v. Lev. XV, 19).
44. Beth Shammai and Beth Hillel.
45. Lit., 'Master', sc. Beth Hillel.
46. Such as a quarrel between husband and wife resulting in a vow of abstention.
47. Menstruation which is a monthly occurrence. Births are not of such regular occurrence.
48. Beth Shammai.
49. Abstention on account of his vow.
50. Birth. Menstruation is not the result of a husband's action.
51. For two weeks according to Beth Shammai or one week according to Beth Hillel.
52. [H], lit., 'a door'; some ground on which to justify his plea that had he known it he would never have made that vow; v. Ned, 21.
53. A competent authority, if satisfied with the reason, may under such conditions disallow a vow.
54. Rab and Samuel.
55. To supply his wife's needs.
56. Cf. *supra* n. 11. Why then should Rab and Samuel unnecessarily repeat the same arguments?
57. The vow against marital duty.
58. A vow forbidding other benefits.
59. Since the appointment of a steward is feasible.
60. The vow against marital duty.

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What should be the usual periods?¹ — Rab said: One month at the college² and one month at home; for it is said in the Scriptures, In any matter of the courses which came in and went out month by month throughout all the months of the year.³ R.

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Johanán, however, said: One month at the college and two months at home; for it is said in the Scriptures, A month they were in Lebanon and two months at home.⁴ Why does not Rab also derive his opinion from this text?⁴ — The building of the holy Temple is different [from the study of the Torah] since it could be carried on by others.⁵ Then why does not R. Johanán derive his opinion from the former text?³ — There [the conditions were] different because every man was in receipt of relief.⁶

Rab said:⁷ A sigh breaks down half of the human constitution,⁸ for it is said in Scripture, Sigh, therefore, thou son of man; with the breaking of thy loins⁹ and with bitterness shalt thou sigh.¹⁰ R. Johanán, however, said: Even all the human constitution, for it is said in Scripture, And it shall be when they say unto thee: Wherefore sighest thou? that thou shalt say: Because of the tidings, for it cometh; and every heart shall melt, and all hands shall be slack, and every spirit shall faint, and all knees shall drip with water.¹¹ As to R. Johanán, is it not also written, 'With the breaking of thy loins'? — [The meaning of] this is that when [the breaking] begins it does so from the loins. And as to Rab, is it not also written, 'And every heart shall melt, and all hands shall be slack, and every spirit shall be faint'? — The report of the holy Temple is different since [the calamity] was very severe.

An Israelite and an idolater were once walking together on the same road and the idolater could not keep pace with the Israelite. Reminding him of the destruction of the holy Temple [the latter] grew faint and sighed; but still the idolater was unable to keep pace with him. 'Do you not say', the idolater asked him, 'that a sigh breaks half of the human body'? — 'This applies only', the other replied, 'to a fresh calamity but not to this one with which we are familiar. As people say: A woman who is accustomed to bereavements is not alarmed [when another occurs]'.

MEN OF INDEPENDENCE EVERY DAY. What is meant by tayyalin?¹² — Raba replied: Day students.¹³ Said Abaye to him: [These are the men] of whom it is written in Scripture, It is vain for you¹⁴ that ye rise early, and sit up late, ye that eat of the bread of toil; so He giveth¹⁵ unto those who chase their sleep away;¹⁶ and 'these',¹⁷ R. Isaac explained, 'are the wives of the scholars,¹⁸ who chase the sleep from their eyes¹⁹ in this world and achieve thereby the life of the world to come',²⁰ and yet you Say. Day students'!²¹ — [The explanation]. however, said Abaye, is in agreement [with a statement] of Rab who said [a man of independence is one.] for instance, like R. Samuel b. Shilath²² who eats of his own, drinks of his own and sleeps in the shadow of his mansion²³ and a king's officer²⁴ never passes his door.²⁵ When Rabin came²⁶ he stated: [A man of independence is one]. for instance, like the pampered men of the West,²⁷

R. Abbahu²⁸ was once standing in a bath house, two slaves supporting him, when [the floor of] the bath house collapsed under him.²⁹ By chance he was near a column [upon which] he climbed³⁰ taking up the slaves with him.³¹ R. Johanán was once ascending a staircase, R. Ammi and R. Assi supporting him, when the staircase collapsed under him. He himself climbed up and brought them up with him. Said the Rabbis to him, 'Since [your strength is] such, why do you require support?'³² — 'Otherwise', he replied. what [strength] will I reserve for the time of my old age?'

FOR LABORERS TWICE A WEEK. Was it not, however, taught: Laborers, once a week? — R. Jose the son of R. Hanina replied: This is no difficulty; the former³³ [speaks of laborers] who do their work in their own town while the latter [speaks of those] who do their work in another town — So it was also taught: Laborers [perform their marital duties] twice a week. This applies only [to those] who do their work in their own town,

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but for those who do their work in another town [the time is only] once a week

FOR ASS-DRIVERS ONCE A WEEK. Rabbah son of R. Hanan³⁴ said to Abaye: Did the Tanna³⁵ go to all this trouble³⁶ to teach us [merely the law relating to] the man of independence³⁷ and the laborer?³⁸ — The other replied: No;

1. That students should (a) be permitted to be away from their wives even with their consent, and (b) remain at home (v. Rashi). According to one opinion the restrictions spoken of here apply to laborers only. Students are allowed greater freedom. (V. Tosaf. s.v. [H], a.l.).
2. Lit., 'here'.
3. I Chron. XXVII, emphasis on 'month by month'.
4. I Kings V, 28.
5. Solomon had sufficient men for the work and required each group for no longer than one month out of every three. The study of the Torah demands more time.
6. The stipend allowed by the king. This allowance enabled a husband to provide a comfortable living for his wife who, in return, consented to his absence from home every alternate month. In the case of students, however, whose study brings no worldly reward to their wives, the period of absence from home should not exceed one month in every three.
7. The following discussion is introduced here on account of the difference of opinion between Rab and R. Johanan on the application of Scriptural texts, which is characteristic of this as of the previous discussion.
8. Lit., 'body'.
9. The loins are in the middle of the body.
10. Ezek. XXI, 11.
11. Ibid. 12. The prophet's sigh is accompanied by shattering effects on all parts of the body.
12. Cf. *supra* p. 369, n. 5.
13. [H], lit., 'sons of the lesson', i.e., students domiciled in the college town who are able to live in their own homes and to attend the college for lessons only.
14. This admonition is addressed to those who pursue worldly occupations.
15. Without toiling for it.
16. Ps. CXXVII, 2. E.V., unto his beloved. לִי יִדָּוּ is homiletically treated as coming from the rt.[H] 'to shake', 'chase away'.
17. 'Those who chase their sleep away'.
18. [H]. V. [Glos.](#) s.v. *Talmid Hakam*.

19. In sitting up all night waiting for the return of their husbands from the house of study.
20. As a reward for the consideration they show to their studious husbands. Since the wives of students who come from other towns would not be expecting their husbands to return home every day, the reference must obviously be to those who live in the college town, i.e., the day students, which proves that even these remain all night at the college.
21. How could men who spend their nights in study be expected to perform the marital duty daily?
22. A teacher of children (v. *supra* 50a) who made an unostentatious but comfortable living.
23. [H] 'mansion', 'palace', i.e., his own home (cf. 'the Englishman's home is his castle').
24. [H], MS.M. [H] 'a detachment of soldiers',
25. To exact from him service or money. As his wants were moderate, he had no need to be under obligation to anyone for his food or drink and had no need to go far to seek his livelihood. A man in such a position might well be described as a man of independence.
26. From Palestine to Babylon.
27. Palestine, which lay to the west of Babylon where this statement was made,
28. This is told in illustration of the physical strength enjoyed by the Palestinians,
29. And the three were in danger of falling into the pool of water over which the floor was built,
30. Grasping it with one hand,
31. With his other hand.
32. Lit., 'to support him'.
33. Lit., 'here'. Our Mishnah.
34. MS.M., R. Hanin b. Papa.
35. The author of the first clause of our Mishnah, which deals with the ease of a vow.
36. Lit., 'fold himself up'.
37. V. *supra* p. 369. n. 5.
38. Whose times only could be affected by an abstinence of ONE WEEK (Beth Hillel) or TWO WEEKS (Beth Shammai). The other classes of persons enumerated, whose times are once in thirty days or at longer intervals, would not thereby be affected.

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to all.¹ But was it not stated ONCE IN SIX MONTHS?² — One who has bread in his basket is not like one who has no bread in his basket.³

Said Rabbah⁴ son of R. Hanan to Abaye: What [is the law where] an ass-driver becomes a camel-driver?⁵ — The other

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replied: A woman prefers one *Kab*⁶ with frivolity to ten *Kab*⁶ with abstinence.⁷

FOR SAILORS, ONCE IN SIX MONTHS. THESE ARE THE WORDS OF R. ELIEZER. R. Beruna⁸ stated in the name of Rab:² The *Halachah* follows R. Eliezer. R. Adda b. Ahabah, however, stated in the name of Rab: This is the view of R. Eliezer only. but the Sages ruled: Students may go away to study Torah without the permission [of their wives even for] two or three years.¹⁰

Raba stated: The Rabbis¹¹ relied on R. Adda b. Ahabah¹² and act accordingly at the risk of [losing] their lives.¹³ Thus R. Rehummi who was frequenting [the school] of Raba at Mahuza¹⁴ used to return home on the Eve of every Day of Atonement. On one occasion¹⁵ he was so attracted by his subject [that he forgot to return home]. His wife was expecting [him every moment, saying.] 'He is coming soon,¹⁶ he is coming soon'¹⁶ As he did not arrive she became so depressed that tears began to flow from her eyes. He was [at that moment] sitting on a roof. The roof collapsed under him and he was killed.¹⁷

How often¹⁸ are scholars to perform their marital duties? — Rab Judah in the name of Samuel replied: Every Friday night.¹⁹ That bringeth forth its fruit in its season,²⁰ Rab Judah, and some say R. Huna, or again, as others say. R. Nahman, stated: This [refers to the man] who performs his marital duty every Friday night.²¹

Judah²² the son of R. Hiyya and son-in-law of R. Jannai was always spending his time²³ in the school house but every Sabbath eve²⁴ he came home. Whenever he arrived the people saw²⁵ a pillar of light moving before him. Once he was so attracted by his subject of study [that he forgot to return home]. Not Seeing²⁶ that Sign. R. Jannai said to those [around him], 'Lower²⁷ his bed,²⁸ for had Judah been alive he would not have neglected the performance of his marital duties'. This [remark] was like an error that proceedeth

from the ruler,²⁹ for [in consequence] Judah's³⁰ soul returned to its eternal rest.

Rabbi was engaged in the arrangements for the marriage of his son into the family of R. Hiyya,³¹ but when the *Kethubah*³² was about to be written the bride passed away.³³ 'Is there, God forbid', said Rabbi, 'any taint [in the proposed union]?'³⁴ An enquiry was instituted³⁵ into [the genealogy of the two] families [and it was discovered that] Rabbi descended from Shephatiah³⁶ the son of Abital³⁷ while R. Hiyya descended from Shimei a brother of David.³⁸

Later³⁹ he⁴⁰ was engaged in preparations for the marriage of his son into the family of R. Jose b. Zimra. It was agreed that he⁴¹ should spend twelve years at the academy.⁴² When the girl was led before him⁴¹ he said to them, 'Let it⁴³ be six years'. When they made her pass before him [a second time] he said, 'I would rather marry [her first] and then proceed [to the academy]'. He felt abashed⁴⁴ before his father, but the latter said to him. 'My son, you⁴⁵ have the mind of your creator;⁴⁶ for in Scripture it is written first, Thou bringest them in and plantest them⁴⁷ and later it is written, And let them make Me a sanctuary. that I may dwell among them.⁴⁸ [After the marriage] he departed and spent twelve years at the academy. By the time he returned his wife⁴⁹ had lost the power of procreation. 'What shall we do?', said Rabbi. 'Should we order him to divorce her, it would be said: This poor soul waited in vain! Were he to marry another woman, it would be said: The latter is his wife and the other his mistress.' He prayed for mercy to be vouchsafed to her, and she recovered.

R. Hanania b. Hakinai was about to go away to the academy towards the conclusion of R. Simeon b. Yohai's wedding. 'Wait for me', the latter said to him, 'until I am able to join you'.⁵⁰ He, however, did not wait for him but went away alone and spent twelve years at the academy. By the time he returned the streets of the town were altered and he was unable to find the way⁵¹ to his home. Going

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down to the river bank and sitting down there he heard a girl being addressed thus: 'Daughter of Hakinai, O, daughter of Hakinai, fill up your pitcher and let us go!' 'It is obvious',⁵² he thought, 'that the girl is ours', and he followed her. [When they reached the house] his wife was sitting and sifting flour. She⁵³ lifted up her eyes and seeing him, was so overcome with joy⁵⁴ that she fainted.⁵⁵ 'O, Lord of the universe', [the husband] prayed to Him, 'this poor soul; is this her reward?'⁵⁶ And so he prayed for mercy to be vouchsafed to her and she revived.

R. Hama b. Bisa went away [from home and] spent twelve years at the house of study. When he returned he said, 'I will not act as did b. Hakina',⁵⁷ He therefore entered the [local] house of study and sent word to his house. Meanwhile his son, R. Oshaia⁵⁸ entered, sat down before him and addressed to him a question on [one of the] subjects of study. [R. Hama]. seeing how well versed he was in his studies, became very depressed. 'Had I been here,'⁵⁹ he said, 'I also could have had such a child'.- [When] he entered his house his son came in, whereupon [the father] rose before him, believing that he wished to ask him some [further] legal questions. 'What⁶⁰ father', his wife chuckled,⁶¹ 'stands up before a son!' Rami b. Hama applied to him [the following Scriptural text:] And a threefold cord is not quickly broken⁶² is a reference to R. Oshaia, son of R. Hania. son of Bisa.⁶³

R. Akiba was a shepherd of Ben Kalba Sabua.⁶⁴ The latter's daughter. seeing how modest and noble [the shepherd] was, said to him, 'Were I to be betrothed to you. would you go away to [study at] an academy?' 'Yes', he replied. She was then secretly betrothed to him and sent him away. When her father heard [what she had done] he drove her from his house and forbade her by a vow to have any benefit from his estate. [R. Akiba] departed. and spent twelve years at the academy. When he returned home he brought with him twelve thousand disciples.

[While in his home town] he heard an old man saying to her, 'How long

1. Even in respect of the other classes a vow may be made for the specified periods only.
2. In the case of sailors. How could these be affected by an abstention of ONE WEEK or TWO WEEKS?
3. Proverb (Yoma 18b. Yeb. 32b). The latter experiences the pangs of hunger much more than the former who can eat the bread should he decide to use it up. A sailor's wife may partially satisfy her desires by the hope that her husband may at any moment return. A vow extinguishes all her hope; and she must not, therefore, be allowed to suffer longer than the periods indicated.
4. Var. 'Raba' (MS.S. and Asheri).
5. I.e., may an ass-driver become a camel-driver without the permission of his wife, in view of the longer absence from home which the new occupation will involve.
6. V. [Glos.](#)
7. Proverb, (Sotah 20a, 21b). A woman prefers a poor living in the enjoyment of the company of her husband to a more luxurious one in his absence. She would, therefore, rather have her husband for a longer period at home, though as a result he would be earning less, than be deprived of his company for longer periods. though as a result he would be earning more.
8. Var. lec. 'Mattena' (Alfasi).
9. Var. lec. 'Raba' (Asheri).
10. And the *Halachah* would be in agreement with the Sages who ate the majority.
11. I.e., his (Raba's) contemporaries.
12. According to whose statement the Sages permitted students to leave their homes for long periods (v. *supra* n. 3).
13. I.e., they die before their time as a penalty for the neglect of their wives (v. Rashi).
14. A town on the Tigris, noted for its commerce and its large Jewish population.
15. Lit., 'one day'.
16. Lit., 'now',
17. Lit., 'his soul rested', sc, came to its eternal rest.
18. Lit., 'when'.
19. Lit., 'from the eve of Sabbath to the eve of Sabbath'.
20. Ps. 1, 3.
21. Cf. B.K. 82a.
22. MS.M., 'R. Judah'.
23. Lit., 'was going and sitting'.
24. [H] 'twilight', sc, of the Sabbath eve.
25. Read with MS.M., [H] Cur. edd., [H] ... [H] (sing.) may refer to R. Jannai.
26. Cf. *supra* p' 375' n. 18,

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27. Lit., 'bend', a mark of mourning for the dead,
28. [H]
29. Cf. Eccl, X, 5'
30. So MS.M., reading [H].
31. He was about to marry R. Hiyya's daughter (Rashi).
32. V. Glos,
33. Lit., 'the soul of the girl rested'. V. *supra* p' 375, n. 10.
34. The unexpected death of the bride being due to providential intervention to prevent an undesirable union,
35. Lit., 'they sat and looked in',
36. David's son (II Sam, III, 4).
37. One of David's wives (ibid.).
38. As the latter was not a descendent of the anointed king's family it was not proper for his daughter to be united in marriage with one who was.
39. Lit., 'he went'.
40. Rabbi,
41. Rabbi's son.
42. The marriage to be celebrated at the end of this period.
43. The period of study prior to the marriage.
44. On account of his apparent fickleness,
45. In being influenced by affection to shorten the courting interval and to hasten the marriage day.
46. Who also hastened the day of His union with Israel,
47. Ex, XV, 17, i.e., only after settlement in the promised land was the sanctuary (the symbol of the union between God and Israel) to be built.
48. Ex. XXV, 8, i.e., while still in the wilderness. (V. p. 376, n. 22).
49. Having been separated from him for more than ten years (Rashi, cf. Yeb. 34b).
50. At the conclusion of the marriage festivities.
51. Lit., 'did not know (how) to go'.
52. Lit., 'infer from this'.
53. Read with MS.M., [H] Cut. edd., [H] may be rendered 'he lifted up her eye' i.e., he attracted her attention. (v. Jast. s.v. [H]).
54. Cf. *supra* p' 355, n. 12.
55. Lit., 'her spirit fled'.
56. For depriving herself of her husband so many years for the sake of the Torah.
57. Who entered his house unexpectedly and thereby neatly caused the death of his wife.
58. Who was unknown to his father.
59. I.e., had he remained at home and attended to the education of his son.
60. Lit., is 'there'.
61. Lit., 'said'.
62. Eccl. IV, is.
63. Three generations of scholars all living at the same time, v. B.B. Sonc. ed. p. 237. n. 8.

64. One of the three richest men of Jerusalem at the time of the Vespasian siege. V. Git. 56a.

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will you lead the life of a living widowhood?' 'If he would listen to me,' she replied. 'he would spend [in study] another twelve years'. Said [R. Akiba]: 'It is then with her consent that I am acting'. and he departed again and spent another twelve years at the academy. When he finally returned he brought with him twenty-four thousand disciples. His wife heard [of his arrival] and went out to meet him, when her neighbors said to her, 'Borrow some respectable clothes and put them on', but she replied: A righteous man regardeth the life of his beast.¹ On approaching him she fell upon her face and kissed his feet.

His attendants were about to thrust her aside, when [R. Akiba] cried to them, 'Leave her alone, mine and yours are hers'.² Her father, on hearing that a great man had come to the town, said, 'I shall go to him; perchance he will invalidate my vow',³ When he came to him [R. Akiba] asked, 'Would you have made your vow if you had known that he was a great man?' '[Had he known]' the other replied. 'even one chapter or even one Single *Halachah* [I would not have made the vow]'. He then said to him, 'I am the man'.⁴ The other fell upon his face and kissed his feet and also gave him half of his wealth.⁵

The daughter of R. Akiba acted in a similar way⁶ towards Ben Azzai. This is indeed an illustration of the proverb:⁷ 'Ewe follows ewe; a daughter's acts are like those of her mother.'

R. Joseph the son of Raba [was] sent [by] his father to the academy under⁸ R. Joseph. and they arranged for him [to stay there for] six years. Having been there three years and the eve of the Day of Atonement approaching. he said, 'I would go and see my family'. When his father heard [of his premature arrival] he took up a weapon and went out to meet him. 'You have remembered', he said to him,

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'your mistress!'⁹ Another version: He said to him, 'You have remembered your dove!'¹⁰ They got involved in a quarrel and neither the one nor the other ate of the last meal before the fast.¹¹

MISHNAH. IF A WIFE REBELS¹² AGAINST HER HUSBAND. HER *KETHUBAH*¹³ MAY BE REDUCED BY SEVEN *DENARII*¹⁴ A WEEK.¹⁵ R. JUDAH SAID: SEVEN TROPAICS.¹⁶ FOR HOW LONG MAY THE REDUCTION CONTINUE TO BE MADE? UNTIL [A SUM] CORRESPONDING TO HER *KETHUBAH* [HAS ACCUMULATED].¹⁷ R. JOSE SAID: REDUCTIONS MAY BE MADE CONTINUALLY UNTIL [SUCH TIME] WHEN, SHOULD AN INHERITANCE FALL TO HER FROM ELSEWHERE, [HER HUSBAND] WILL BE IN A POSITION TO COLLECT FROM HER THE [FULL AMOUNT DUE]. SIMILARLY, IF A HUSBAND REBELS AGAINST HIS WIFE, AN ADDITION OF THREE¹⁸ *DENARII* A WEEK IS MADE TO HER *KETHUBAH*. R. JUDAH SAID: THREE TROPAICS.

GEMARA. REBELS in what [respect]? — R. Huna replied: [In respect] of conjugal union. R. Jose the son of R. Hanina replied: [In respect] of work.

We learned, SIMILARLY, IF A HUSBAND REBELS AGAINST HIS WIFE. Now according to him who said, '[In respect] of conjugal union [this ruling] is quite logical and intelligible;¹⁹ but according to him who said, '[In respect] of work', is he²⁰ [it may be objected] under any obligation [at all to work] for her?²¹ — Yes,²² [rebellion being possible] when he declares 'I will neither sustain nor support [my wife]' — But did not Rab state: If a man says. 'I will neither sustain nor support [my wife]', he must divorce her and give her the *Kethubah*?²³ — Is it not necessary to consult him [before ordering him to divorce her]?²⁴

An objection was raised: The same²⁵ [law²⁶ is applicable to a woman] betrothed²⁷ or married, even to a menstruant, even to a sick woman and even to one who was awaiting the

decision of the levir.²⁸ Now,²⁹ according to him who said, '[In respect] of conjugal union' it is quite correct to mention the sick,

1. A quotation from Prov. XII, 10.
2. I.e., it is thanks to her suggestion and encouragement that he and, through him, his disciples, were able to acquire their knowledge.
3. Which a competent authority may under certain conditions do.
4. Lit., 'he'.
5. Lit., 'money'.
6. As her mother had done towards R. Akiba
7. Lit., 'and this it is that people say'.
8. Lit., 'before'.
9. [H] Lit., 'your harlot'. *Var. lec.* 'thy mate', 'thy beloved'.
10. [H] This version is obtained by the slight interchange of a h for a z (cf. *Supra* n. 8).
11. [H] (rt. [H], 'to separate', 'sever', 'cease') i.e., did not eat the [H], the 'meal which, so to speak, causes one to cease' the eating of food until the conclusion of the Day of Atonement after nightfall on the following day.
12. The term is explained in the Gemara *infra*.
13. V. [Glos.](#)
14. Plural of *Dinar*. V. [Glos.](#)
15. This is regarded as the equivalent of the value of the seven kinds of work (*supra* 59b) a woman is expected to perform for her husband. (Cf. M.R. Gen. LII).
16. Half a *Dinar*.
17. Then she may be divorced, and cannot claim her *Kethubah*.
18. Corresponding to the three obligations of a husband, prescribed in Ex. XXI, 10.
19. Since a husband, like a wife, might sometimes decide to rebel in this respect.
20. A husband.
21. Surely not. How then, in this respect, is rebellion applicable to him?
22. I.e., his duty to maintain and support his wife corresponds to her duty to work for him.
23. *Infra* 77a. presumably at once, while according to Out Mishnah every week AN ADDITION ... IS MADE TO HER *KETHUBAH*.
24. Of course it is; since he may quite possibly be persuaded to resume his obligations. It is during this period of negotiation that the weekly additions are made to the *Kethubah*.
25. Lit., '(it is) one to me'.
26. Relating to the rebellion of a wife against her husband.
27. When she declares that she will refuse to marry.
28. *Infra* 64a. [H], the widow of a man who died childless, who must either be taken in

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marriage by her deceased husband's brother or submit to *Halizah* (v. [Glos.](#)) from him.

29. Cut. edd. insert in parentheses: 'This is correct according to him who said "(In respect) of work"; but according to him who said (In respect) of conjugal union", is a menstruant capable of conjugal union? — He can answer you: One who has bread in his basket is not like one who has none'. Others say, v, *infra* p. 382.

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but according to him who said, '[In respect] of work', is a sick woman [it may be objected] fit to do work?¹ — The fact, however, is that² [in respect] of conjugal union all³ agree that [a wife who refuses] is regarded as a rebellious woman.⁴ They³ differ only in respect of work. One Master is of the opinion that [for a refusal] of work [a wife] is not to be regarded as rebellious and the other Master holds the opinion [that for a refusal] of work also [a wife] is regarded as rebellious.

[To turn to] the main text,⁵ If a wife rebels against her husband, her *Kethubah* may be reduced by seven *Dinarii* a week. R. Judah said: Seven tropaics. Our Masters, however, took a second vote⁶ [and ordained] that an announcement regarding her shall be made on four consecutive Sabbaths and that then the court shall send her [the following warning]: 'Be it known to you that even if your *Kethubah* is for a hundred *Maneh*⁷ you have forfeited it'.⁸ The same [law is applicable to a woman] betrothed or married, even to a menstruant, even to a sick woman, and even to one who was awaiting the decision of the levir.² Said R. Hiyya b. Joseph to Samuel: Is a menstruant capable of conjugal union?¹⁰ — The other replied: One who has bread in his basket is not like one who has no bread in his basket¹¹

Rami b. Hama stated: The announcement concerning her¹² is made only in the Synagogues and the houses of study. Said Raba: This may be proved by a deduction,¹³

it having been taught, 'Four Sabbaths consecutively'.¹⁴ This is decisive.¹⁵

Rami b. Hania further stated: [The warning] is sent to her¹⁶ from the court twice, once before the announcement and once after the announcement.

R. Nahman b. R. Hisda stated in his discourse: The *Halachah* is in agreement with our Masters.¹⁷ Raba remarked: This is senseless.¹⁸ Said R. Nahman b. Isaac to him, 'Wherein lies¹⁹ its senselessness? I, in fact, told it to him, and it was in the name of a great man that I told it to him. And who is it? R. Jose the son of R. Hanina!' Whose view then is he²⁰ following? — The first of the undermentioned.²¹ For it was stated: Raba said in the name of R. Shesheth, 'The *Halachah* is that she¹⁶ is to be consulted',²² while R. Huna b. Judah stated in the name of R. Shesheth, 'The *Halachah* is that she is not to be consulted'.²³

What is to be understood by 'a rebellious woman'?²⁴ — Amemar said: [One] who says. 'I like him²⁵ but wish to torment him'.²⁶ If she said, however, 'He is repulsive to me', no pressure is to be brought to bear upon her.²⁷ Mar Zutra ruled: Pressure is to be brought to bear upon her.²⁸ Such a case once occurred, and Mar Zutra exercised pressure upon the woman and [as a result of the reconciliation that ensued] R. Hanina of Sura²⁹ was born from the re-union. This, however,³⁰ was not [the right thing to do]. [The successful] result] was due to the help of providence.³¹

R. Zebid's daughter-in-law rebelled [against her husband]³² and took possession of her silk [cloak].³³ Amemar, Mar Zutra and R. Ashi were sitting together³⁴ and R. Gamda sat beside them; and in the course of the session they laid down the law: [If a wife] rebels she forfeits her worn-out³⁵ clothing that may still be in existence. Said R. Gamda to them, 'Is it because R. Zebid is a great man that you would flatter him? Surely R. Kahana stated that Raba had only raised this question³⁶ but had not solved it'. Another

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version:³⁷ In the course of their session they decided: [If a wife] rebels she does not forfeit her worn-out clothing³⁸ that may still be in existence. Said R. Gamda to them,

1. Naturally not. How then could she in this respect be guilty of rebellion?
2. Lit., 'but'.
3. R. Huna and R. Jose.
4. And the Baraitha cited deals with conjugal union.
5. Of the quotation, 'the same law, etc.' cited *supra* 63a ad fin.
6. Lit., 'they (i.e., their votes) were counted again'.
7. V. [Glos.](#)
8. At the end of the four weeks.
9. Cf. Tosef. Keth. V., and *supra* notes 1 and 2.
10. Obviously not; she being forbidden to her husband until the conclusion of the days of her Levitical uncleanness and the seven subsequent 'clean days'.
11. Cf. *supra* p. 374. n. 9 The woman's declared rebellion and the man's knowledge that even during her cleanness she will remain forbidden. aggravate the pain of the deprivation and entitle him to immediate redress.
12. A woman who rebelled against her husband
13. From the very text of the ordinance.
14. Emphasis on Sabbaths' days of test when everybody is free from work and able to attend Synagogue and the houses of study.
15. Lit., 'Infer from this'.
16. A woman who rebelled against her husband.
17. Whose ruling is recorded in the Baraitha just cited (v. *supra* p. 381. n. 12 and text).
18. [H] (cf. [H] 'empty'. uncultivated). 'a hollow, senseless statement'. The addition of the [H] is on the analogy of words like [H] (Levy). Others derive it from [H] 'cave out' (v. Jast.)
19. Lit., 'what'.
20. Raba who regarded the statement as senseless.
21. Lit., 'like that'
22. With a view to inducing her to resume her duties, and during the negotiations. contrary to the view of our Masters, only the weekly sum mentioned is deducted from her *Kethubah*. [On this interpretation which follows Rashi, Raba decides in accordance with our Mishnah against our Masters. Tosaf. explains differently R Nahman, In stating that the *Halachah* is with our Masters, meant to exclude thereby the view of Rami B Hama regarding the two warnings. He maintained that the words of our masters had to be taken as they stand, with no mention of any warning before the proclamation. This is however rejected by Raba, who declares, on the

authority of R. Shesheth, the *Halachah* to be that a warning is given prior to the proclamation The warning will, In this case, be that she will lose the while of her *Kethubah* should she still prove recalcitrant after the proclamation].

23. [On Tosaf. interpretation. (Previous note) the meaning is she is not warned before but only after the proclamation, agreeing with R. Nahman b. R. Hisda].
24. Heb. *Moredeth*, whose divorce is to be delayed and deductions are in the meantime to be made from her *Kethubah*.
25. Her husband.
26. In this case divorce is delayed in the hope that the weekly reductions of her *Kethubah* and the persuasions used by the court will induce her to change her attitude.
27. [The husband can, if he wishes, divorce her forthwith without giving her *Kethubah*; v. Rashi and Tosaf. s.v. [H].]
28. V. *Supra* note 4.
29. *Supra* was the seat of the famous school of Rab, in the South of Babylonia.
30. Though the pressure in this case resulted to the birth of a great man.
31. Lit., 'assistance of heaven'
32. [She said, 'He is repulsive to me' (Rashi) v. *infra* p. 384, n. 5].
33. Which she had brought with her when she married, and which was assessed and entered to her *Kethubah*.
34. Lit., 'sat'.
35. V *supra* n. 11
36. As to the forfeiture of worn-out clothes.
37. Lit., 'there are who say'.
38. V. *supra* p. 383, n. 21.

Kethuboth 64a

'Is it because R. Zebid is a great man¹ that you turn the law against him? Surely R. Kahana stated that Raba had only raised the question but had not solved it'. Now that it has not been stated what the law is,² [such clothing] is not to be taken away from her if she has already seized them, but if she has not yet seized them they are not to be given to her. We also make her wait twelve months, a [full] year. for her divorce,³ and during these twelve months she receives no maintenance from her husband.⁴

R. Tobi b. Kisna stated in the name of Samuel: A certificate of rebellion may be written against a betrothed woman but no

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such certificate may be written against one who is awaiting the decision of the levir.⁵ An objection was raised: The same [law⁶ is applicable to a woman] betrothed or married, even to a menstruant, even to a sick woman and even to one who was awaiting the decision of the levir!⁷ — This is no contradiction. The one⁸ refers to the case where the man claimed her;² the other¹⁰ to that where she claimed him.¹¹ For R. Tahlifa b. Abimi stated in the name of Samuel: If he claimed her² he is attended to;¹² if she claimed him she is not attended to.¹³ To what case did you explain the statement of Samuel¹⁴ as referring? To the one where she claimed him?¹⁵ [But if so] instead of Saying¹⁶ 'A certificate of rebellion may be written against a betrothed woman' it should have been said, 'On behalf of a betrothed woman'!¹⁷ — This is no difficulty. Read, 'On behalf of a betrothed woman'.¹⁸

Wherein does a woman awaiting the decision of the levir differ [from the man] that no [certificate of rebellion should be issued on her behalf]? Obviously because we tell her, 'Go, you are not commanded [to marry]';¹⁹ [but. then.] a betrothed woman also should be told, 'Go, you are not commanded [to marry]'.¹⁹ Again should [it be explained to be one] where she comes with the plea Saying, 'I wish to have a staff in my hand and a spade for my burial',²⁰ [this then should] also apply to a woman awaiting the decision of the levir if she comes with such a plea! —

[The proper explanation] then [must be this]: Both statements²¹ [refer to the case] where the man claimed,²² and yet there is no difficulty. since one²³ may refer²⁴ to the performance of *Halizah* and the other²⁵ to that of the levirate marriage. For R. Pedath stated in the name of R. Johanan: [If the levir] claimed her for the performance of *Halizah* his request is to be attended to,²⁶ but if he claimed her for the levirate marriage his request is disregarded.²⁷ Why [is he] not [attended to when he claims her] for the levirate marriage? Naturally because we tell him, 'Go and marry another woman'; [but

then even when he claims her] for the performance of *Halizah* could we not also tell him, 'Go and marry another woman'? Again should the answer be: [Because] he can plead. 'As she is bound to me²⁸ no other wife will be given me'. Here also²⁹ [could he not plead] 'As she is bound to me no other wife will be given to me'? —

[The proper explanation] then [is this]: Both statements³⁰ [deal with one] who claimed her for the levirate marriage. but there is really no difficulty. one³¹ being³² in agreement with the earlier Mishnah while the other is³² in agreement with the latter Mishnah. For we have learned: The commandment of the levirate marriage must take precedence over that of *Halizah*.³³ [This was the case] in earlier days when [levirs] had the intention of observing the commandment — Now, however, when their intention is not the fulfillment of the commandment, it has been ruled that the commandment of *Halizah* takes precedence over that of the levirate marriage.³⁴

FOR HOW LONG MAY THE REDUCTION CONTINUE TO BE MADE?, etc. What [is meant by] TROPAICS? R. Shesheth replied: [one tropaic is] an *istira*. And how much is an *istira*? — Half a *Zuz*.³⁵ So it was also taught: R. Judah said: Three tropaics which [amount to] nine *Ma'ah*³⁵ [the reduction being at the rate of] one *Ma'ah* and a half per day.³⁶

R. Hiyya b. Joseph asked Of Samuel: In what respect is he³⁷ different [from his wife] that he is allowed [a reduction] for the Sabbath,³⁸ and in what respect is she different [from him] that she is not allowed [an addition] for the Sabbath?³⁹ — In her case,⁴⁰ since it is a reduction that is made, [the seventh tropaic the husband gains] does not have the appearance of Sabbath pay. In his case, however,⁴¹ since it is additions that are made,

1. And would humbly accept the ruling.
2. Lit., 'neither thus nor thus'.
3. To afford her an opportunity of changing her attitude.

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4. [Rashi and Adreth among others restrict this procedure to a rebellion out of repulsion, a case illustrated in their view by the daughter-in-law of R. Zebid (v. *Supra* p. 383, n. 10). Where the rebellion was out of malice she loses her *Kethubah* and dowry completely after the warning at the end of four weeks. Maim., on the other hand, applies it to rebellion out of malice. In the case of rebellion out of repulsion, she is granted a divorce immediately because 'she is not a captive to her husband that she should be forced to have intercourse with him', and though she forfeits her *Kethubah*, she loses none of her dowry (v. Maim. Yad. Ishuth XIV, 8, and commentaries a.l.). In his view the case of R. Zebid's daughter-in-law was one of rebellion out of malice].
5. Shomereth Yabam, v. Glos,
6. Of. 'a rebellious 'woman'.
7. *Supra* 63a, notes.
8. The Baraitha cited (v. *supr* n. 8).
9. And she refused him.
10. Samuel's ruling reported by R. Tobi.
11. And he refused to marry her.
12. And he is awarded a certificate of rebellion against her.
13. She is not entitled to a certificate of rebellion against him, which should enable her to obtain the weekly additions to her *Kethubah* (v. our Mishnah). The reason is given infa. Thus it has been shown that there is a legal difference between the case where he makes the claim and between the case where she makes the claim.
14. V. p. 384, n. 11.
15. V. p. 384, n. 12.
16. Lit., 'that'.
17. Against her husband.
18. The emendation involving only the slight change of [H] to [H].
19. A woman is under no obligation to propagate the race (v. Yeb. 65b).
20. I.e., a son who will provide for her while she is alive and arrange for her burial when she dies.
21. Lit., 'these and these', the statement reported in the name of Samuel as well as the other cited from 63a *Supra*.
22. And she refused him.
23. The Baraitha cited (v. *supra* p. 384, n. 8).
24. Lit., 'here'.
25. Samuel's ruling reported by R. Tobi.
26. V. *supra* p. 384, n. 13.
27. The reason is given anon in the latter Mishnah cited.
28. By the marital bond which only *Halizah* can sever.
29. When he claims her for levitate marriage.
30. V. *supra* p. 385. n. 8.

31. V. *supra* p. 385. n. 10.
32. Lit., 'here'.
33. A woman who refused the levir's claim was, therefore, guilty of rebellion, and a certificate against her was issued to the levit.
34. No certificate of rebellion may, therefore, be issued against a woman who refuses such a marriage.
35. V. [Glos.](#)
36. The week consisting of six working days.
37. The husband.
38. Seven tropaics corresponding to all the days of the week including the Sabbath day.
39. The nine *Ma'ah* at the rate of one and a half per day corresponding to six days only (cf. *supra* n. 9).
40. I.e., when the woman rebels.
41. When the man rebels against his wife.

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[another addition for the seventh day] would have the appearance of Sabbath pay. R. Hiyya b. Joseph [further] asked of Samuel: What [is the reason for the distinction] between a man who rebels [against his wife] and a woman who rebels [against her husband]?¹ — The other replied. 'Go and learn it from the market of the harlots; who hires whom?'² Another explanation: [The manifestation of] his passions is external; hers is internal.

MISHNAH. IF A MAN³ MAINTAINS HIS WIFE THROUGH A TRUSTEE, HE MUST GIVE HER [EVERY WEEK] NOT LESS THAN TWO *KABS*⁴ OF WHEAT OR FOUR *KABS* OF BARLEY. SAID R. JOSE: ONLY R. ISHMAEL WHO LIVED NEAR EDMON⁵ GRANTED HER A SUPPLY OF BARLEY.⁶ HE MUST ALSO GIVE HER HALF A KAB OF PULSE AND HALF A LOG⁴ OF OIL; AND A KAB OF DRIED FIGS OR A *MANEH*⁴ OF PRESSED FIGS,⁷ AND IF HE HAS NO [SUCH FRUIT] HE MUST SUPPLY HER WITH A CORRESPONDING QUANTITY OF OTHER⁸ FRUIT. HE MUST ALSO PROVIDE HER WITH A BED, A MATTRESS⁹ AND¹⁰ A RUSH MAT. HE MUST ALSO GIVE HER [ONCE A YEAR] A CAP FOR HER HEAD AND A GIRDLE FOR HER LOINS; SHOES [HE MUST GIVE HER] EACH MAJOR FESTIVAL;¹¹ AND CLOTHING [OF THE VALUE] OF FIFTY *ZUZ* EVERY YEAR. SHE IS

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NOT TO BE GIVEN NEW [CLOTHES]¹² IN THE SUMMER OR WORN-OUT CLOTHES IN THE WINTER, BUT MUST BE GIVEN THE CLOTHING [OF THE VALUE] OF FIFTY ZUZ DURING THE WINTER, AND SHE CLOTHES HERSELF WITH THEM WHEN THEY ARE WORN-OUT DURING THE SUMMER; AND THE WORN-OUT CLOTHES REMAIN HER PROPERTY.¹³ HE MUST ALSO GIVE HER [EVERY WEEK] A SILVER *MA'AH* FOR HER [OTHER] REQUIREMENTS¹⁴ AND SHE IS TO EAT WITH HIM ON THE NIGHT OF EVERY SABBATH.¹⁵ IF HE DOES NOT GIVE HER A SILVER *MA'AH* FOR HER OTHER REQUIREMENTS, HER HANDIWORK BELONGS TO HER.¹⁶ AND WHAT [IS THE QUANTITY OF WORK THAT] SHE MUST DO FOR HIM?¹⁷ THE WEIGHT OF FIVE SELA'S OF WARP IN JUDAEA, WHICH AMOUNTS TO TEN SELA'S IN GALILEE,¹⁸ OR THE WEIGHT OF TEN SELA'S OF WOOF¹⁹ IN JUDAEA, WHICH AMOUNTS TO TWENTY SELA'S IN GALILEE.¹⁸ IF SHE WAS NURSING [HER CHILD] HER HANDIWORK IS REDUCED AND HER MAINTENANCE IS INCREASED. ALL THIS APPLIES TO THE POOREST IN ISRAEL, BUT IN THE CASE OF A MEMBER OF THE BETTER CLASSES²⁰ ALL IS FIXED ACCORDING TO THE DIGNITY OF HIS POSITION.

GEMARA. Whose [view is represented in] our Mishnah?²¹ [It seems to be] neither that of R. Johanan b. Beroka nor that of R. Simeon. For we learned: And what must be its²² size? Food for two meals for each, [the quantity being] the food one eats on weekdays and not On the Sabbath; so R. Meir. R. Judah said: As on the Sabbath and not as on weekdays. And both intended to give the lenient ruling.²³ R. Johanan b. Beroka said:²⁴ A loaf that is purchased for a dupondiom²⁵ [when the cost of wheat is at the rate of] four *Se'ah*²⁵ for a *Sela'*.²⁵

R. Simeon said:²⁶ Two thirds of a loaf, three of which are made from a *Kab*.²⁷ Half of this [loaf is the size prescribed] for a leprous house,²⁸ and half of its half²⁹ renders one's body³⁰ unfit;³¹ and half of the half of its half

to be susceptible to Levitical uncleanness,³² Now, whose [view is that expressed in our Mishnah]?³³ If [it be suggested that it is that of] R. Johanan b. Beroka [the prescribed TWO *KABS* would only] be [sufficient for] eight [meals].³⁴ and if [the suggestion is that it is that of] R. Simeon [the TWO *KABS* would] be [sufficient even for] eighteen [meals].³⁵ —

[Our Mishnah may] in fact [represent the view of] R. Johanan b. Beroka but, as R. Hisda said elsewhere,³⁶ 'Deduct a third of them for the [profit of the] shopkeeper',³⁷ so here³⁸ also take a third³⁹ and add to them.⁴⁰ But [do not the meals] still amount only to twelve?⁴¹ — She eats with him on Friday nights — ⁴² This is satisfactory according to him who explained⁴³ [TO EAT In our Mishnah as] actual eating. What, however, can be said according to him who explained 'eating' [to mean] intercourse? Furthermore, [would not her total number of meals still] be only thirteen?⁴⁴ — The proper answer is really this:⁴⁵ As R. Hisda said elsewhere,⁴⁶ 'Deduct a half for the [profit of the] shopkeeper.⁴⁷ so here⁴⁸ also take a half⁴⁹ and add to them.⁵⁰ (Does not a contradiction arise between the two statements of R. Hisda?⁵¹ —

There is no contradiction. One statement refers⁵² to a place where [the sellers of the wheat] supply also wood⁵³ while the other refers⁵² to a place where they do not supply the wood.)⁵⁴ If so⁵⁵ [the number of meals] is sixteen.⁵⁶ With whose [view then would our Mishnah agree]? With R. Hidka who ruled: A man must eat on the Sabbath four meals?⁵⁷ — It may be said to represent even the view of the Rabbis, for one meal is to be reserved for guests and occasional visitors.⁵⁸ Now that you have arrived at this position [our Mishnah] may be said to represent even the view of R. Simeon,⁵⁹ for according to the Rabbis⁶⁰ three meals should be deducted⁶¹ for guests and occasional visitors⁶² and according to R. Hidka⁶³ two Only are to be deducted for guests and occasional visitors.⁶⁴

SAID R. JOSE: ONLY ... GRANTED A SUPPLY OF BARLEY, etc. Do they eat

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barley at Edom only and throughout the world none IS eaten? — It is this that he meant: ONLY R. ISHMAEL WHO LIVED NEAR EDOM GRANTED A SUPPLY OF BARLEY equal to twice the quantity of wheat, because the Idumean barley was of an inferior quality.

THE MAN MUST ALSO GIVE HER HALF A KAB OF PULSE. Wine, however, is not mentioned. This provides support for a view of R. Eleazar. For R. Eleazar stated:

1. I.e., why does the former lose only half a tropaic a day while the latter loses a full tropaic each day?
2. The man naturally hires the woman; which shows that the male feels the deprivation more than the female, His compensation, therefore, must be proportionately higher.
3. A husband who does not live with his wife.
4. V. [Glos.](#)
5. In the South of Palestine.
6. This is explained in the Gemara *infta*.
7. [H], a cake of pressed figs. The latter is sold by weight; the former by measure,
8. Lit., 'from another place'.
9. [H], a mat of bark or reeds,
10. The separate *edd.* of the Mishnah read, 'And if he has no mattress he gives her a rush mat'.
11. I.e., Passover, Pentecost and Tabernacles.
12. Which provide more warmth than outworn clothes.
13. Even after her husband had provided her with the new outfit. This is further discussed in the Gemara *infra*.
14. Smaller expenses.
15. I.e., Friday nights, the prescribed time for marital intercourse.
16. This is explained *supra* 59a as referring to the surplus.
17. Where he supplies her with the prescribed allowances.
18. The Galilean *Sela'* being equal in weight to half of the Judean *Sela'*.
19. It is twice as difficult to web the warp than the woof. Hence a larger Output is required of the latter than of the former.
20. [H] lit., 'honored', respected'.
21. Which prescribed for a wife a minimum of TWO KABS.
22. The loaf of bread required for an 'Erub Tehumin. (v. [Glos.](#)).
23. I.e., to reduce the prescribed minimum of the 'Erub. R. Meir used to consume at a weekday meal less bread than at a Sabbath meal at which the richness of the additional Sabbath dishes tempted him to eat more bread. R. Judah, however, consumed on Sabbath, when several satisfying courses ate served, less bread than he would on weekdays owing to the smaller number of courses.
24. In determining the quantity of bread required for two meals.
25. V. [Glos.](#)
26. V. p. 388, n. 12.
27. Of wheat.
28. If a person remained in such a house (v. Lev. XIV, 33ff) for a length of time during which the quantity of bread mentioned can be consumed his clothes become unclean and require ritual washing (cf. Neg. XIII, 9).
29. If it consists of Levitically unclean food.
30. Of the person who ate it,
31. To eat *Terumah* before he performs ritual immersion, v. 'Er. 82b.
32. [This latter passage does not occur in the Mishnah 'Er. but is introduced in the Gemara on 83a as a teaching by a Tanna].
33. Where a wife is allowed a minimum of TWO KABS of wheat for the week. Since she must have at least two meals a day, the two *Kabs* should provide fourteen (seven times two) meals, besides an additional one or two (respectively. according to the Rabbis or to R. Hidka, *infra*) for the Sabbath day.
34. According to R. Johanan b. Beroka a loaf that contains food for two meals (v. *supra* p. 388. n. 12) is one 'that is purchased for a dupondium when the cost of wheat is at the rate of four *Se'ah* for a *Sela'*, Each *Sela'* = four *Dinari*, each *Dinar* = six *Ma'ahs* and each *Ma'ah* = two *dupondia*. Consequently a *Sela'* = (4 X 6 X 2) forty eight dupondia. a *Se'ah* = six *Kabs* = twelve half-Kabs. Consequently four *Se'ahs* (4 X 12) forty-eight half-Kabs. For a dupondium, therefore, half a *Kab* of wheat is obtained; and since this quantity supplies two meals each quarter of a *Kab* provides one meal. The TWO KABS consequently provide only eight meals.
35. R. Simeon's minimum is 'two thirds of a loaf, three of which ate made of a *Kab*'. If two thirds represent two meals (v. *supra* p. 388, n. 12) each third represents one meal. If three loaves are made from one *Kab*, each *Kab* represents (3 X 3) nine meals. The TWO KABS, therefore, represent (6 X 9) = eighteen meals. Now since according to our Mishnah a wife must be allowed fourteen meals plus one additional meal or two for the Sabbath (v. *supra* note 9) neither the view of R. Johanan b. Beroka nor that of R. Simeon can be represented by it.
36. V. 'Er. 82b.
37. Though the shopkeeper buys at the rate of four *Se'ahs* for a *Sela'* = half a *Kab* for a

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dupondium (v. *supra* p. 389. n. 10) he sells at a higher price, leaving for himself a profit of one third of the purchase price. For each dupondium, therefore, he sells only two thirds of half a *Kab*. One third of half a *Kab* or one sixth of a *Kab* thus provides one meal. Two *Kabs* therefore, would produce (2 x 6) = twelve meals.

38. In our Mishnah.
39. The shopkeeper's profit which the husband saves by the supply of wheat instead of shop baked loaves.
40. To the presumed number of eight. Four is a third of twelve which is the number of meals two *Kabs* provide.
41. Cf. *supra* p. 389. n. 13 ad fin. As, however, she requires fourteen plus one or plus two meals for the week (v. *supra* p. 389. n. 9) she is still short of three or four meals.
42. Lit., 'the nights of the Sabbath'. Friday night belongs to the Sabbath, the day always beginning with the sunset of the previous day.
43. *Infra* 65b.
44. The twelve mentioned (v. *supra* p. 389. n. 13 ad fin.) plus the one she has on Friday night. She is thus still short of a meal or meals (v. *supra* p. 389. n. 9) for the Sabbath day.
45. Lit., 'but'.
46. V. 'Er. 82b.
47. Cf. *supra* p. 389, n. 13 mutatis mutandis.
48. In our Mishnah.
49. V. *supra* note 1.
50. Cf. *supra* note 2 mutatis mutandis. The woman thus obtains her full number of meals.
51. Lit., 'a difficulty of R. Hisda against R. Hisda'.
52. Lit., 'that'.
53. For the baking of the bread. In such a case the shopkeeper deducts only a third for his profit.
54. And the shopkeeper sells at a profit equal to half of his purchase price to compensate himself for the cost of the wood.
55. That a half is to be added.
56. Each half *Kab* producing four, instead of the presumed two meals, the two *Kabs* would produce (4 X 4) sixteen meals.
57. Shab. 117a. As R. Hidka is in the minority, would an anonymous Mishnah which usually represents the *Halachah* agree with the opinion of an individual against that of a majority?
58. Cf. *supra* p. 364. nn. 5-6. This leaves the woman with fifteen meals, twelve for the six weekdays and three for the Sabbath.
59. According to whom the TWO *KABS* would provide eighteen meals.
60. Who maintain that only three meals are prescribed for the Sabbath.
61. From the eighteen.
62. Cf. *supra* note 1.

63. Whose view is that for the Sabbath four meals are prescribed.

64. Leaving for the woman four Sabbath meals plus twelve for the week days.

Kethuboth 65a

No allowance for wine is made for a woman.¹ And should you point out the Scriptural text, I will go after my lovers, that give me my bread and my water, my wool and my flax. mine oil and my drink,² [it may be replied that the reference is to] things which a woman desires.³ And what are they? Jewelry.

R. Judah of Kefar Nabirya⁴ (others say: of Kefar Napor⁵ Hayil) made the following exposition: Whence is it derived that no allowance for wines is made for a woman? — [From Scripture in] which it is said, So Hannah rose up after she had eaten⁶ in Shiloh, and after drinking,⁷ only 'he had drunk' but she did not drink. Now, then, would you also [interpret:] 'She had eaten'⁸ that he⁶ did not eat? — What we say is [that the deduction may be made] because the text has deliberately been changed. For consider: It was dealing with her, why did it change [the form]?² Consequently it may be deduced that it was 'he who drank' and that she did not drink.

An objection was raised: If [a woman] is accustomed [to drink] she is given [an allowance of drink]! — Where she is accustomed to drink the case is different. For R. Hinena b. Kahana stated in the name of Samuel, 'If she was accustomed [to drink] she is given an allowance of one cup; if she was not accustomed [to it] she is given an allowance of two cups'. What does he mean?—

Abaye replied: It is this that he means: If she was in the habit [of drinking] two cups in the presence of her husband she is given one cup in his absence; if she is used [to drink] in the presence of her husband only one cup, she is given none at all in his absence. And if you

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prefer I might say: If she is used [to drink] she is allowed some wine for her puddings¹⁰ only. For R. Abbahu stated in the name of R. Johanan: It happened that when the Sages granted the daughter-in-law of Nakdimon¹¹ b. Gorion a weekly¹² allowance of two Se'ahs of wine for her puddings she¹³ said to them, 'May you grant such allowances to your daughters'. A Tanna taught: She was a woman awaiting the decision of the levir.¹⁴ Hence they did not reply Amen after her.¹⁵

A Tanna taught: One cup¹⁶ is becoming to a woman; two are degrading. [and if she has] three she solicits publicly.¹⁷ [but if she has] four she solicits even an ass in the street and cares not. Raba said: This was taught only [in respect of a woman] whose husband is not with her; but if her husband is with her [the objection to her drinks] does not arise.¹⁸ But, Surely. [there is the case of] Hannah whose husband was with her!¹⁹ — With a guest²⁰ it is different,²¹ for R. Huna stated Whence is it inferred that a guest is forbidden marital union? [From Scripture in] which it is said, And they rose up in the morning early and worshipped before the Lord, and returned, and came to their house to Ramah; and Elkanah knew Hannah his wife; and the Lord remembered her,²² only²³ then²⁴ but not before.

Homa, Abaye's wife, came to Raba²⁵ and asked him, 'Grant me an allowance of board', and he granted her the allowance. 'Grant me [she again demanded] an allowance of wine'. 'I know', he said to her, 'that Nahmani²⁶ did not drink wine'. 'By the life of the Master [I swear]'. she replied. 'that he gave me to drink²⁷ from horns²⁸ like this'.²⁹ As she was showing it to him her arm was uncovered and a light shone³⁰ upon the court. Raba rose, went home and solicited R. Hisda's daughter.³¹ 'Who has been to-day at the court?' enquired R. Hisda's daughter. 'Homa the wife of Abaye'. he replied. Thereupon she followed her, striking her with the straps³² of a chest³³ until she chased her out of all Mahuza.³⁴ 'You have', she said to her,

'already killed three [men].³⁵ and now you come to kill another [man]!'

The wife of R. Joseph the son of Raba came before R. Nehemiah the son of R. Joseph and said to him, 'Grant me an allowance of board', and he granted her. 'Grant me also an allowance of wine' [she demanded], and he granted her. 'I know', he said to her, 'that the people of Mahuza drink wine'. The wife of R. Joseph the son of R. Menashya of Dewil³⁶ came before R. Joseph and said to him, 'Grant me an allowance of board', and he granted her. 'Grant me', she said, 'an allowance of wine', and he granted her. 'Grant me', she said again. 'an allowance of silks'. 'Why silks?' he asked. 'For your sake', she replied. 'and for the sake of your friend and for the sake of your associates'.³⁷

HE MUST ALSO PROVIDE HER WITH A BED, A MATTRESS, etc. Why³⁸ should he give her A MATTRESS AND A RUSH MAT?³⁹ — R. Papa replied: [This is done only] in a place where it is the practice to girth the bed with ropes.⁴⁰ which would hurt⁴¹ her.

Our Rabbis taught: She⁴² is not given⁴³ a cushion and a bolster. In the name of R. Nathan it was stated: She is given a cushion and a bolster. How is this to be understood? If it is a case where she is used to it,⁴⁴ what [it may be objected] is the reason of the first Tanna?⁴⁵ And if it is a case where she is not used to it,⁴⁴ what [it may be asked] is the reason of R. Nathan?⁴⁶ — [The statement was] necessary only in the case where it⁴⁷ was his habit but not her habit.⁴⁸ The first Tanna⁴⁹ is of the opinion that [her husband] may say to her, 'When I go away⁵⁰ I take them and when I return I bring them back with me',⁵¹ while R. Nathan holds the opinion that she can tell him, 'It might sometimes happen [that you will return] at twilight⁵² when you will be unable to bring them⁵³ and so you will take mine⁵⁴ and make me sleep on the ground'.⁵⁵

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HE MUST ALSO GIVE HER [ONCE A YEAR] A CAP. Said R. Papa to Abaye:

1. Alcoholic drinks might lead her to unchastity (v. Rashi).
2. Hos. II, 7. And my drink, [H], presumably including wine.
3. [H] (cf. *supra* n. 9) being derived from the rt. [H] 'to long'. 'desire'.
4. MS.M., [H]. [Neburja. identified with en-Nebraten in upper Galilee].
5. [H] MS.M. [H]; marg., [H].
6. [H]. This is taken as perfect 3rd pers. fem; according to the accentuation of M.T. it is the inf. estr. with fem. termination.
7. I Sam. I, 9. E.V., They had drunk. M.T. [H], Inf. is taken as the equivalent of [H] (3rd masc. sing.), 'he (Elkanah) had drunk'.
8. The word [H] (ibid.) instead of [H], [H] or [H]
9. From the finite to the infinite.
10. [H] (v. Jast.). Others, 'as an ingredient or seasoning of a dish' (v. Rashi and Golds.).
11. Or 'Nicodemon', 'Nicodemus', one of the three wealthiest men in Jerusalem in the days of the siege by Vespasian and Titus (v. Git. 58a).
12. Lit., 'from the eve of the Sabbath to the eve of the Sabbath'.
13. In her annoyance at what she considered to be too small an allowance.
14. Shomereth Yabam. V. [Glos.](#)
15. They did not wish their daughters ever to be placed in the position of a widow who is, moreover, subject to the decision of the levir.
16. Of wine.
17. Lit., 'with the mouth'.
18. Lit., 'we have not (anything) against it'.
19. And she nevertheless, as stated *supra*. abstained from drink.
20. [H] (Cf. Gr. [G]). 'stranger', 'lodger', 'guest'.
21. Hannah at the time was not in her own home but at Shiloh.
22. I Sam. I, 19.
23. Lit., 'yes'.
24. When they had come to their own home.
25. After Abaye's death (cf. Yeb. 64b).
26. Lit., 'my comforter', a name by which Abaye was often referred to, v. Git. Sonc. ed. p. 140, n. 6.
27. [H], MS.M. Cur. edd., [H] 'gave him to drink'.
28. Plural of [H], 'a drinking horn' (v. Jast.) or 'deep cups' (cf. Rashi and Levy).
29. Pointing to her arm.
30. Lit., 'fell'.
31. His own wife.
32. Pl. of [H] (rt. [H], 'to peel') 'peeled or scrapped leather', 'a leather strap' (v. Jast.); 'a key' (Rashi).
33. [H] Aruk, [H], 'silk'; [H] 'with a silken strap'. Rashi: 'With the key of a chest'.
34. V. *supra* p. 319. n. 9.
35. Homa had already thrice married and each of her husbands had died (v. Yeb. 64b).
36. [Perhaps Debeile in the neighborhood of Hille (near Sura). There is also a Dabil in Armenia, v. Funk, Monuments Talmudica, p. 291].
37. To enable her to keep up her social standing in the company of her deceased husband's friends and associates.
38. Since beds were usually furnished with a skin girth (v. Rashi).
39. Which are much less comfortable for lying on than a skin girth. R. Tam (Tosaf. s.v. [H] a.l.) deletes MATTRESS since on account of its softness it is useful even where the bed is furnished with a skin spread.
40. Instead of the skin girth.
41. [H] (Af. of [H]) lit., 'which produce a roughness' (v. Jast.). According to Rashi [H] is to be taken in the sense of 'age'. The ropes cause her pain and 'age her' prematurely.
42. The wife spoken of to Our Mishnah.
43. By her husband.
44. To sleep on a cushion and a bolster.
45. Who ruled that she is not to be allowed these comforts.
46. Why should her husband be expected to provide for her more comforts than she habitually requires.
47. V. p. 394. n. 10.
48. [Yet on the principle that 'she rises with him' *supra* 61a, she is entitled to them when she is with him (Rashi)].
49. V. p. 394. n. 11.
50. From you.
51. Since she is not in the habit of using them she does not require them in his absence.
52. On Sabbath eve.
53. The carrying of objects is forbidden on the Sabbath, the prohibition beginning at twilight on the Friday evening.
54. The other bed clothes that he had given her or that she herself had purchased. (V. however, next note).
55. Hence R. Nathan's ruling that a husband must in all cases provide his wife with cushion and bolster. [Var. lec. (v. Tosaf.) omit 'so you will take mine'. On that reading the woman will argue that she would be made to sleep on the ground, even in his presence, when she is entitled to all the comfort to which he is accustomed, v. *supra* note 2].

Kethuboth 65b

This Tanna¹ [expects a person to be] 'stripped naked and to wear shoes!'² 'The Tanna,' the other replied. 'was dealing³ with

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a mountainous region where one cannot possibly manage with less than three pairs of shoes [a year].⁴ and indirectly he informed us that these should be given to her on the occasion of a major festival so that she might derive joy from them.

AND CLOTHING [OF THE VALUE] OF FIFTY ZUZ. Abaye said: Fifty small *Zuz*.⁵ Whence is this deduced? — From the statement:⁶ **ALL THIS APPLIES TO THE POOREST IN ISRAEL, BUT IN THE CASE OF A MEMBER OF THE BETTER CLASSES ALL IS FIXED ACCORDING TO THE DIGNITY OF HIS POSITION.** Now, should one imagine [that the reference is to] fifty real *Zuz*,⁷ whence [it could be objected] would a poor man obtain fifty *Zuz*? Consequently it must be concluded [that the meaning is] fifty small *Zuz*.

SHE IS NOT TO BE GIVEN NEW, etc. Our Rabbis taught: Any surplus of food⁸ belongs to the husband, while any Surplus of worn out clothes belongs to the woman. [You said:] 'Any surplus of worn out clothes belongs to the woman'; of what use are they to her? — Rehaba replied: For putting on during the days of her menstruation so that she may not [by the constant wearing⁹ of the same clothes] become repulsive to her husband. Abaye stated: We have a tradition that the surplus of the worn out clothes of a widow¹⁰ belongs to her husband's heirs. For the reason in the former case¹¹ is that she shall not become repulsive to her husband¹² but in this case¹³ let her be ever so repulsive.

HE MUST ALSO GIVE HER [EVERY WEEK] A SILVER MA'AH, etc. What [is meant by] **SHE IS TO EAT?** — R. Nahman replied: Actual eating. R. Ashi replied: Intercourse. We have learned: **SHE IS TO EAT WITH HIM ON THE NIGHT OF EVERY SABBATH.** Now, according to him¹⁴ who said, '[actual] eating' it is quite correct to use the expression **SHE IS TO EAT.** According to him,¹⁵ however, who said, 'intercourse', why [it may be asked] was the expression **SHE IS TO EAT** used?¹⁶ — It is a

euphemism.¹⁷ as it is written in Scripture. She¹⁸ eateth, and wipeth her mouth, and saith: 'I have done no wickedness'.¹⁹

An objection was raised: R. Simeon b. Gamaliel said, 'She is to eat with him on the night of the Sabbath and on the Sabbath [day]'. Now, according to him²⁰ who said, '[actual] eating', it is correct to state, 'and on the Sabbath [day]'.²¹ According to him,²² however, who said, 'intercourse', is there any intercourse on the Sabbath day? Did not R. Huna state, The Israelites are holy and do not have intercourse in the day-time'?²³ — But, Surely, Raba stated: It is permitted in a dark room.²⁴

IF SHE WAS NURSING [HER CHILD]. R. 'Ulla the Great made at the Prince's²⁵ door the following exposition: Although it was said:²⁶ 'A man is under no obligation to maintain his sons and daughters when they are minors', he must maintain them while they are very young.²⁷ How long?²⁸ — Until the age of six; in accordance [with the view of] R. Assi, for R. Assi stated: A child of the age of six is exempt²⁹ by the 'erub³⁰ of his mother. Whence [is this³¹ derived]? — From the Statement: **IF SHE WAS NURSING [HER CHILD] HER HANDIWORK IS REDUCED AND HER MAINTENANCE IS INCREASED.** What can be the reason?³² Surely because he³³ must eat together with her. But is it not possible [that the reason³² is] because she³⁴ ailing? — If that were the case it should have been stated, 'If she was ailing', why then [was it stated]. **IF SHE WAS NURSING?**³⁵ But is it not possible that it was this that we were taught:³⁶ That nursing mothers are commonly ailing?³⁷

It was stated: What is the addition³⁸ that he makes for her?³⁹ R. Joshua b. Levi said: She is given an additional allowance for wine, because wine is beneficial for lactation.

CHAPTER VI

MISHNAH. A WIFE'S FIND AND HER HANDIWORK BELONG TO HER HUSBAND.

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AND [OF] HER INHERITANCE⁴⁰ HE HAS THE USUFRUCT DURING HER LIFETIME.⁴¹ [ANY COMPENSATION FOR] AN INDIGNITY OR BLEMISH [THAT MAY HAVE BEEN INFLICTED UPON] HER BELONGS TO HER. R. JUDAH B. BATHYRA RULED: WHEN IN PRIVACY⁴² SHE RECEIVES TWO-THIRDS [OF THE COMPENSATION] WHILE HE⁴³ RECEIVES ONE-THIRD, BUT WHEN IN PUBLIC⁴⁴ HE RECEIVES TWO-THIRDS⁴⁵ AND SHE RECEIVES ONE-THIRD. HIS SHARE IS TO BE GIVEN TO HIM FORTHWITH, BUT WITH HERS LAND IS TO BE BOUGHT AND HE⁴³ ENJOYS THE USUFRUCT.⁴⁶

GEMARA. What does he⁴⁷ teach us? This surely was already learnt: A father has authority over his daughter in respect of her betrothal [whether it was effected] by money, by deed or by intercourse; he is entitled to anything she finds and to her handiwork; [he has the right] of invalidating her vows, and he receives her letter of divorce; but he has no usufruct during her lifetime. When she marries, the husband surpasses him [in his rights] in that he has usufruct during her lifetime!⁴⁸ — He⁴⁹ regarded this⁵⁰ as necessary [on account of the law relating to] INDIGNITY OR BLEMISH [THAT MAY HAVE BEEN INFLICTED UPON] HER, [which is the subject of] a dispute between R. Judah b. Bathyra and the Rabbis.⁵¹

A tanna recited in the presence of Raba: A wife's find belongs to herself; but R. Akiba ruled: [It belongs] to her husband. The other⁵² said to him: Now that [in respect of the] surplus⁵³

1. Who imposes upon a husband the duty of giving his wife shoes three times a year and clothing only once a year.
2. Proverb. By the time the woman will receive her second or third pair of shoes her clothes will be worn to tatters and yet she would be wearing new shoes; a toilet more ludicrous than one uniformly shabby and worn out.
3. Lit., 'stands'.
4. Though clothes may conveniently last for the same period.

5. Provincial *Zuz* (Rashi). A provincial, or country *Zuz* was equal in value to an eighth of the town, Or Tyrian *Zuz*.
6. Lit., 'since it was taught'.
7. I.e., of the Tyrian standard (cf. p. 395, n. 14).
8. I.e., if the woman did not consume all her allowance of food prescribed in our Mishnah.
9. During her clean and unclean periods.
10. Whose allowance for clothes is made by her deceased husband's heirs.
11. Lit., 'there'.
12. Lit., 'in his presence'.
13. Lit., 'here'.
14. R. Nahman.
15. R. Ashi.
16. Cf. BaH. a.l.
17. [H], lit., 'a perfect or appropriate expression'. MS.M. adds, [H], 'he took up (used)'.
18. The adulterous woman.
19. Prov. XXX, 20.
20. R. Nahman.
21. Since one has to eat in the day time also.
22. R. Ashi.
23. Shab. 86a, Nid. 17a.
24. V. Ibid.
25. The Exilarch.
26. Lit., 'that they (sc. the Rabbis) said'.
27. Lit., 'the small of the small'.
28. Must he maintain them.
29. [H], i.e., he does not require one specially prepared for himself (v. Golds.). Rashi takes [H] in the literal sense, 'he goes out'. i.e., should his father place an 'Erub in one direction and his mother to the opposite direction he would be allowed to move only in the direction his mother had chosen. In any case it follows that a child of the age of six is entirely attached to and dependent upon his mother and, consequently, just as a man must provide for his wife so must he provide for the child who is entirely dependent upon her.
30. V. [Glos.](#)
31. That a father is at all liable to maintain his young children,
32. For the increase of the maintenance.
33. The child.
34. During lactation.
35. The conclusion, therefore, must be that she was not ailing.
36. By the use of the expression. NURSING, and not 'ailing'.
37. As this is quite possible no positive proof is available that it is a father's legal duty to maintain his young children.
38. For the Increase of the maintenance.
39. So BaH. Cur. edd. omit.
40. Which she inherited from a relative (Rashi's first interpretation supported by R. Tam., Tosaf. s.v. [H] a.l.).
41. The capital, however, remains hers.

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42. I.e., if the indignity was imposed in the absence of onlookers or the blemish inflicted upon a concealed part of her body.
43. Her husband.
44. I.e., if people witnessed the indignity or if the blemish was inflicted on a part of the body that is exposed.
45. Since he not only shares her indignity and degradation but, in addition, must also put up with a woman who has become disfigured. V. Rashi.
46. As is the case with all property that comes into a wife's possession after her marriage. The capital remains hers and after his death or on divorce she recovers also the right of usufruct.
47. The author of our Mishnah.
48. V. *supra* 46b, notes, from which it follows that a husband is entitled to all his wife's possessions enumerated in our Mishnah. Why then were the same rulings repeated here?
49. The author of our Mishnah.
50. Our Mishnah.
51. And could not have been inferred from the statement quoted.
52. Raba.
53. Of a woman's work above the amount required for her maintenance.

Kethuboth 66a

which is her handiwork¹ R. Akiba ruled [that it belongs] to herself, how much more so her find? For we learned: [If a woman said to her husband,] 'Konam, if I do aught for your mouth', he need not invalidate her vow;² R. Akiba, however, said: He must invalidate it, since she might do more work than is due to him!³ — Reverse then: A wife's find belongs to her husband, but R. Akiba ruled [that it belonged] to herself. But surely, when Rabin came⁴ he stated in the name of R. Johanan: In respect of a surplus⁵ obtained through no undue exertion all⁶ agree that [it belongs to the] husband, and they only differ in respect of a surplus⁵ obtained through undue exertion; the first Tanna being of the opinion [that even this belongs] to her husband while R. Akiba maintains [that it belongs] to herself!⁷ — R. Papa replied: A find is like a surplus gained through undue exertion,⁸ [concerning which there is] a difference of opinion between R. Akiba and the Rabbis.

R. Papa raised the question: What is the law where she performed for him two [kinds of work] simultaneously?⁹ Rabina raised the question: What is the ruling where she did three or four [kinds of work]¹⁰ simultaneously? — These must remain undecided.¹¹

[ANY COMPENSATION FOR] INDIGNITY OR BLEMISH [THAT MAY HAVE BEEN INFLICTED UPON] HER. Raba son of R. Hanan demurred:¹² Now then,¹³ if a man insulted his fellow's mare would he also have to pay him [compensation for the] indignity? But is a horse then susceptible to insult?¹⁴ — This, however, [is the objection:] If a man spat on his fellow's garment would he¹⁵ also have to pay him [compensation for this] indignity? And should you say that [the ruling] is really so,¹⁶ surely [it can be retorted] we have learned: If a man spat so that the spittle fell upon another person, or uncovered the head of a woman, or removed a cloak from a person he must pay four hundred *Zuz*;¹⁷ and R. Papa explained: This has been taught [to apply] only [where it touched] him¹⁸ but if it touched his garment only [the offender] is exempt!¹⁹ — [An insult] to his garment involves no indignity to him, [but an insult to] his wife does involve an indignity to him.²⁰

Said Rabina to R. Ashi: Now then,²¹ If a man insulted a poor man of a good family where all the members of the family are involved in the indignity, must he also pay [compensation for] indignity to all the members of the family?²² — The other replied: There²³ it is not their own persons [that are insulted]. Here, however, one's wife is [like] one's own body.

MISHNAH. IF A MAN UNDERTOOK TO GIVE A FIXED SUM OF MONEY TO HIS SON-IN-LAW AND HIS SON-IN-LAW DIED,²⁴ HE²⁵ MAY, THE SAGES RULED, SAY²⁶ 'I WAS WILLING TO GIVE [THE MENTIONED SUM] TO YOUR BROTHER BUT I AM UNWILLING TO GIVE IT TO YOU'.²⁷ IF A WOMAN UNDERTOOK TO BRING HER HUSBAND²⁸

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ONE THOUSAND *DENARII* HE MUST ASSIGN TO HER²⁹ A CORRESPONDING SUM OF FIFTEEN *MANEH*.³⁰ AS A CORRESPONDING SUM FOR APPRAISED GOODS,³¹ HOWEVER, HE ASSIGNS²⁹ ONE FIFTH LESS.³² [IF A HUSBAND IS REQUESTED TO ENTER IN HIS WIFE'S *KETHUBAH*:] 'GOODS ASSESSED AT ONE *MANEH*', AND THESE ARE IN FACT WORTH A *MANEH*,³³ HE CAN HAVE [A CLAIM FOR] ONE *MANEH* ONLY.³⁴ [OTHERWISE,³⁵ IF HE IS REQUESTED TO ENTER IN THE *KETHUBAH*:] 'GOODS ASSESSED AT A *MANEH*', HIS WIFE MUST GIVE HIM [GOODS OF THE ASSESSED VALUE³⁵ OF] THIRTY-ONE SELA'S AND A *DENAR*,³⁶ AND IF 'AT FOUR HUNDRED [ZUZ]', SHE MUST GIVE [HIM GOODS VALUED³⁵ AT] FIVE HUNDRED [ZUZ].³⁷ WHATEVER

1. And should belong to her husband. A husband is entitled to his wife's handiwork (v. our Mishnah) in, return for the maintenance he provides for her (v. *supra* 58b).
2. Since a wife's work, and even its surplus (v. *supra* note 6), belongs to her husband, (v. *supra* note 7) she has no right to dispose of it without his consent. Her vow, therefore, is null and void and no invalidation is required.
3. And of this surplus being her own property, she may well dispose. (For further notes v. *supra* 59a). How then, Raba argued, could the opinion be entertained that, according to R. Akiba, a wife's find (to which she has a greater claim than to the surplus mentioned) should belong to her husband?
4. From Palestine to Babylon.
5. V. *supra* note 6.
6. Lit., 'all the world', sc. R. Akiba and the Rabbis.
7. A find should naturally be regarded as a 'surplus obtained through no undue exertion', about which there is no difference of opinion. How then could it be said that the find of a wife is a point in dispute?
8. Most finds are not easily obtained, and before one finds anything valuable among the deposits of the sea, for instance, many hours and days might have to be spent.
9. Acting as watchman, for instance, and spinning at the same time.
10. While doing the former (v. *supra* n. 2) she was also teaching, for instance. a lesson and hatching eggs. Are such performances regarded as ordinary. or undue exertion?
11. Teku, v. [Glos.](#)
12. Against R. Judah b. Bathyra (v. our Mishnah).
13. If a man is to receive compensation for an indignity or injury which he himself has not sustained.
14. Surely not Raba's objection does not, consequently, arise.
15. Cf. *supra* n. 6
16. That he must pay compensation.
17. Cf. B.K. 90a.
18. The body of the offended party.
19. Which proves conclusively that for such an offence, since it was not committed on one's person, no compensation is paid. Why then should a husband receive compensation for his wife's sufferings which he himself has not experienced?
20. Read [H] (MS.M.). Cur. edd., read [H], and the rendering (rather unsatisfactory) would be as follows: His garment feels no shame but his wife feels the indignity.
21. If indirect insult also entitles one to compensation.
22. certainly not. Why then should the husband receive compensation for indignity to his wife?
23. The case of indirect insult to the family.
24. Childless; so that his widow should now be married to, or perform *Halizah* (v. [Glos.](#)) with his surviving brother (v. Deut. XXV, 5ff) who, in the case of his marriage with the widow, is entitled to the deceased brother's estate (v. Yeb. 40a).
25. The father-in-law.
26. To the surviving brother who by virtue of his right to the estate of the deceased now claims also the slim his father-in-law had promised him.
27. And the brother must, nevertheless, either submit to *Halizah* from the widow or marry her.
28. On marriage.
29. As her *Kethubah* (v. [Glos.](#))
30. V. [Glos.](#) He must, in return for the profits he will be able to derive from his trading with her money, add fifty per cent to the amount his wife brought him. A *Maneh* = a hundred *Dinari* (or *Zuz*), and fifteen *Maneh* = fifteen hundred *Dinari*.
31. I.e., if she brought to him, on marriage, goods instead of cash. This kind of dowry is designated *Shum* (appraisal).
32. Than the appraised value. This refers to an appraisal made during the wedding festivities when the tendency is to over-assess whatever goods the bride brings to her husband. [According to the T.J. a fifth is allowed for the wear and tear of the goods, since her husband is held responsible for them].

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33. I.e., if the assessment was made prior to the wedding festivities. (Cf. p. 401, n. 12).
34. He cannot claim twenty-five percent more than the *Maneh* as in the case where the valuation was made during the wedding festivities (v. *supra* note 1).
35. I.e., If the valuation was made during the wedding festivities (cf. *supra* p. 401, n. 12).
36. V. **Glos.** A *Sela'* = four *Dinarii*, thirty-one *Sela's* and one *Dinar* = (31 X 4 + 1) 125 *Dinarii*. A *Maneh*, or a hundred *Dinarii*, is a fifth less than one hundred and twenty-five *Dinarii*.
37. [This passage is difficult, and the interpretations of it are many and varied, cf. e.g., Tosaf. s.v. [H]. The explanation given follows Rashi. R. Hai Gaon, on the basis of the T.J. (v. *supra* p. 401, n. 12) explains: If she promised to bring him a dowry (*Shum*) of property worth a *Maneh*, which does not wear out, and is thus always actually worth a *Maneh*, she need not add a fifth to it, v. Shittah Mekubbezeth; v. p. 406, in the case of a bar of gold].

Kethuboth 66b

A BRIDEGROOM ASSIGNS [TO HIS WIFE IN HER *KETHUBAH*] HE ASSIGNS AT ONE FIFTH LESS [THAN THE APPRAISED VALUE].

GEMARA. Our Rabbis taught: There was no need to state that where the first¹ was a scholar and the second an 'am ha-'arez [the father-in-law] can say, 'I WAS WILLING TO GIVE [THE MENTIONED SUM] TO YOUR BROTHER BUT I AM UNWILLING TO GIVE IT TO YOU, but even where the first was 'am ha-'arez and the second a scholar he may also say so.

IF A WOMAN UNDERTOOK TO BRING TO HER HUSBAND ONE THOUSAND *DENARII*, etc. Are not these² the same as the case in the first clause?³ — He taught [first concerning a] large assessment⁴ and then he taught also about a smaller assessment;⁵ he taught about his assessment⁶ and he also taught about her assessment.⁷

MISHNAH. IF A WOMAN UNDERTOOK TO BRING TO HER HUSBAND⁸ READY MONEY, EVERY *SELA'*⁹ OF HERS COUNTS¹⁰ AS SIX

DENARII.¹¹ THE BRIDEGROOM MUST UNDERTAKE [TO GIVE HIS WIFE]¹² TEN *DENARII* FOR HER [PERFUME]¹³ BASKET IN RESPECT OF EACH *MANEH*.¹⁴ R. SIMEON B. GAMALIEL SAID: IN ALL MATTERS THE LOCAL USAGE SHALL BE FOLLOWED.

GEMARA. This,¹⁵ surely, is exactly [the same ruling as] 'He must assign to her a corresponding sum of fifteen *Maneh*'.¹⁶ — He taught first about a major transaction¹⁷ and then taught about a minor transaction.¹⁸ And [both rulings were] necessary. For had that of the major transaction only been taught it might have been assumed [that it applied to this only] because the profit [it brings in] is large but not to a minor transaction the profit from which is small; [hence it was] necessary [to state the latter]. And had we been informed of that of the minor transaction only it might have been said [to apply to this only] because the expenses and responsibility¹⁹ are small but not to a large transaction where the expenses and responsibility are great; [hence it was] necessary [to state the former].

THE BRIDEGROOM MUST UNDERTAKE [TO GIVE HIS WIFE] TEN *DENARII* FOR HER BASKET. What is meant by BASKET? R. Ashi replied: The perfume basket. R. Ashi further stated: This ruling applies to Jerusalem²⁰ only.

R. Ashi enquired: [Is the prescribed perfume allowance²¹ made] in respect of each *Maneh* valued or each *Maneh* for which [obligation has been] accepted?²² [And even]²³ if you could find [some reason] for stating: ['In respect of each] *Maneh* for which [obligation has been] accepted'²² [the question arises: Is the allowance to be made only on] the first day or every day? Should you find [some ground] for deciding: Every day, [the question still remains whether this applies only to the] first week or to every week. Should you find [some authority] for stating: Every week, [it may be asked whether this applies only to the] first month or to every month — And should you find [some

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argument] for saying: Every month, [It may still be questioned whether this is applicable only to the] first year or to every year. — All this remains undecided.²⁴

Rab Judah related in the name of Rab: It once happened that the daughter of Nakdimon b. Gorion²⁵ was granted by the Sages²⁶ an allowance of four hundred gold coins in respect of her perfume basket for that particular day, and she²⁷ said to them, 'May you grant such allowances for your own daughters!' and they answered after her: Amen.²⁸

Our Rabbis taught: It once happened that R. Johanan b. Zakkai left Jerusalem riding upon an ass, while his disciples followed him, and he saw a girl picking barley grains in the dung of Arab cattle. As soon as she saw him she wrapped herself with her hair and stood before him. 'Master', she said to him, 'feed me'. 'My daughter', he asked her, 'who are you?' 'I am', she replied, 'the daughter of Nakdimon b. Gorion'. 'My daughter', he said to her, 'what has become²⁹ of the wealth of your father's house?' 'Master', she answered him, 'is there not a proverb current in Jerusalem: "The salt³⁰ of money is diminution?"'³¹ (Others read: Benevolence).³²

'And where [the Master asked] is the wealth of your father-in-law's house?' 'The one', she replied, 'came and destroyed the other'.³³ 'Do you remember, Master', she said to him, 'when you signed my *Kethubah*?' 'I remember', he said to his disciples, 'that when I signed the *Kethubah* of this [unfortunate woman], I read therein "A million gold *Dinari* from her father's house" besides [the amount] from her father-in-law's house'.³⁴ Thereupon R. Johanan b. Zakkai wept and said: 'How happy are Israel,³⁵ when they do the will of the Omnipresent no nation nor any language-speaking group has any power over them; but when they do not do the will of the Omnipresent he delivers them into the hands of a low people, and not

only in the hands of a low people but into the power of the beasts of a low people'.

Did not Nakdimon b. Gorion, however, practice charity? Surely it was taught: It was said of Nakdimon b. Gorion that, when he walked from his house to the house of study, woolen clothes were

1. Brother who died.
2. The latter portions of our Mishnah, which contain various instances of deductions of a fifth. (So Rashi. For another interpretation v. Tosaf. s.v. [H]).
3. AS A CORRESPONDING SUM ... HE ASSIGNS ONE FIFTH LESS, which includes all the other instances.
4. ONE THOUSAND *DENARII* to which the ruling AS A CORRESPONDING SUM ... HE ASSIGNS ONE FIFTH LESS refers.
5. GOODS ASSESSED AT A *MANEH* ... THIRTY-ONE SELA'S AND A *DINAR*. Both cases were necessary, since some might assume that with a larger sum over-estimation is more likely while others might assume that over-estimation is more likely to take place in the case of a smaller sum.
6. WHATEVER A BRIDEGROOM ASSIGNS ... ONE FIFTH LESS, referring to a valuation made by him, of goods she had already brought to him before the *Kethubah* had been written.
7. IF AT FOUR HUNDRED [ZUZ] SHE MUST GIVE, etc., the last three words implying that the *Kethubah* had already been written and SHE MUST GIVE the required amount of goods which is naturally valued by her (or her relations) to correspond after due deduction with the amount entered in the *Kethubah*.
8. On marriage.
9. Which is worth four *Dinari*.
10. In respect of the corresponding amount to be entered in her *Kethubah*.
11. I.e., fifty percent is added to it as in the case of ready money mentioned in the previous Mishnah. The difference between the two cases will be explained in the Gemara *infra*.
12. Whether daily, weekly or more rarely has not been stated.
13. According to the explanation of the Gemara.
14. Which she brings on marriage.
15. The ruling in the first clause of our Mishnah.
16. V. previous Mishnah. In that case he adds fifty percent, and so he does in this case also. Why then should the same ruling be recorded twice?
17. A thousand *Dinari* in the previous Mishnah, *supra* 66a.

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18. EVERY SELA', etc. in the Mishnah of ours.
19. [H] (v. Rashi). Jast., 'management, expenses and risks of business': [H], 'a small capital the management of which is easy'.
20. Where the women here in the habit of indulging in the use of perfumes.
21. Ten *Dinarii* in respect of each *Maneh* (v. our Mishnah).
22. By the husband in the *Kethubah*. The latter (v. previous Mishnah) amount to one fifth less than the valuation.
23. V. Tosaf. s.v. [H].
24. *Teku*, v. [Glos.](#)
25. Cf. *supra* 65a (p. 392, n. 6).
26. To whom, when her husband died, she applied for an order for an allowance out of her husband's estate.
27. In her discontent with the amount.
28. V. *supra* p. 392, n. 10 and text.
29. Lit., 'where did it go'.
30. I.e., the preservative, the safeguard.
31. [H], i.e., spending it in the exercise of charitable and benevolent deeds. As the members of her family were not charitable they lost their money.
32. [H] (v. *supra* n. 3) interchange of [H] with [H].
33. The two were mixed up and when the one was lost the other disappeared with it.
34. The addition made to her *Kethubah* by the bridegroom.
35. Read with MS.M., [H]. Cur. edd., [H], 'happy are you'.

Kethuboth 67a

spread beneath his feet and the poor followed behind him and rolled them up!¹ — If you wish I might reply: He did it for his own glorification² — And if you prefer I might reply: He did not act as he should have done,³ as people say, 'In accordance with the camel is the burden'.⁴

It was taught: R. Eleazar the son of R. Zadok said, 'May I [not] behold the consolation [of Zion] if I have not seen her⁵ picking barley grains among the horses' hoofs at Acco. [On seeing her plight] I applied to her this Scriptural text: If thou know not, O thou fairest among women, go thy way forth by the footsteps of the flock and feed thy kids;⁶ read not thy kids⁷ but thy 'bodies'.⁸

R. Shaman b. Abba stated in the name of R. Johanan: If a wife brought to her husband⁹

[a bar of] gold, it is to be assessed and [entered in her *Kethubah*] according to its actual value.¹⁰

An objection was raised: '[Broken pieces of] gold are like vessels'.¹¹ Does not this imply¹² 'like silver vessels' which wear out?¹³ — No, 'like gold vessels' which do not wear out. If so, [the expression] should have been 'like vessels [made] thereof'! And, furthermore, it was taught: [A bar of] gold is like vessels; gold *Dinarii* are like ready money.¹⁴ R. Simeon b. Gamaliel said: Where the usage is not to change them¹⁵ they are valued and are [to be entered in the *Kethubah*] at the rate of their actual value.¹⁶ Now, to what is R. Simeon b. Gamaliel referring? If it be suggested [that he refers] to the final clause,¹⁷ the inference [it may be pointed out would be] that the first Tanna maintains his opinion¹⁸ even when the usage is not to change them, but, surely, [it may be objected] they can not be used as currency!¹⁹

It must consequently be assumed²⁰ [that he²¹ referred] to the first clause and that it is this that was meant: [A bar of] gold is like vessels; and what [is meant by] vessels? silver vessels;²² and R. Simeon b. Gamaliel said: It is like gold *Dinarii* where the usage is not to change them!²³ — No;²⁴ he²¹ may still refer to the final clause but [it is a case where] with difficulty they can be used as currency; and the principles on which they differ is this: One Master²⁵ holds the view that since they can be used as currency we allow her the increase²⁶ and the other Master²¹ is of the opinion that since they can be used as currency only with difficulty, she is not to have the increase.²⁷

If you prefer I might reply: All the statement²⁸ is that of R. Simeon b. Gamaliel, but a clause therein is missing, and the proper reading is as follows: [A bar of] gold is like vessels,²⁹ gold *Dinarii* are like ready money. This is the case only where it is the usage to change them,³⁰ but where it is the usage not to change them³¹ they are to be valued and entered in the *Kethubah* at the

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rate of their actual value; so R. Simeon b. Gamaliel for R. Simeon b. Gamaliel holds the view that where it is the usage not to change them they are to be valued and [entered in the *Kethubah*] at the rate of their actual value. But [the difficulty] nevertheless [remains that the expression] should have been, 'like vessels [made] thereof!' — This is indeed a difficulty. And if you prefer I might reply: We are here²⁸ dealing with a case of broken pieces of gold.³² R. Ashi said: [We deal here²⁸ with] gold leaf.³³ R. Jannai stated: The spices of Antioch³⁴ are³⁵ like ready money.³⁶ R. Samuel b. Nahmani stated in the name of R. Johanan:³⁷ A woman³⁸ is entitled to seize Arabian camels in settlement of her *Kethubah*.³⁹

R. Papi stated: A woman³⁸ may seize clothes⁴⁰ manufactured at Be Mikse⁴¹ for her *Kethubah*.⁴²

R. Papi further stated: A woman³⁸ may seize sacks made at Rodya⁴³ and the ropes of Kamhunya⁴⁴ for her *Kethubah*.

Raba stated: At first I said: A woman³⁸ is entitled to seize money bags⁴⁵ of Mahuza⁴⁶ for her *Kethubah*.⁴² What was [my] reason? Because [women] relied upon them.⁴² When I observed, however, that they⁴⁷ took them and went out with them into the market⁴⁸ and as soon as a plot of land came their way they purchased it with this money I formed the opinion that they rely⁴⁹ only upon land.⁵⁰

MISHNAH. IF A MAN GAVE HIS DAUGHTER IN MARRIAGE WITHOUT SPECIFYING ANY CONDITIONS, HE MUST GIVE HER NOT LESS THAN FIFTY ZUZ. IF THE [BRIDEGROOM] AGREED TO TAKE HER IN NAKED HE⁵¹ MAY NOT SAY, 'WHEN I HAVE TAKEN HER INTO MY HOUSE I SHALL CLOTHE HER WITH CLOTHES OF MY OWN', BUT HE MUST PROVIDE HER WITH CLOTHING WHILE SHE IS STILL IN HER FATHER'S HOUSE. SIMILARLY IF AN ORPHAN IS GIVEN IN MARRIAGE⁵² SHE MUST BE GIVEN NOT LESS THAN FIFTY ZUZ. IF [CHARITY] FUNDS ARE

AVAILABLE⁵³ SHE IS TO BE FITTED OUT IN ACCORDANCE WITH THE DIGNITY OF HER POSITION.

GEMARA. Abaye stated: By FIFTY ZUZ small coins⁵⁴ [were meant]. Whence is this statement inferred? — From the statement in the final clause: IF [CHARITY] FUNDS ARE AVAILABLE SHE IS FITTED OUT IN ACCORDANCE WITH THE DIGNITY OF HER POSITION [concerning which], when it was asked, 'What was meant by FUNDS'.⁵⁵ Rehaba explained: Charity funds.⁵⁶ Now if we should imagine that by FIFTY ZUZ the actual⁵⁷ [coins were meant], how much [it may be asked] ought we to give her even IF CHARITY FUNDS ARE AVAILABLE! Consequently it must be inferred that by FIFTY ZUZ small coins [were meant].

Our Rabbis taught: If an orphan boy and an orphan girl applied for maintenance,⁵⁸ the girl orphan is to be maintained first and the boy orphan afterwards,⁵⁹ because it is not unusual for a man to go begging⁶⁰ but it is unusual for a woman to do so.⁶¹ If an orphan boy and an orphan girl

1. I.e., taking the stuff away with them.
2. Such gifts are not regarded as proper charity.
3. He did not give in accordance with his means.
4. The richer and the greater the man the more is expected of him.
5. The daughter of Nakdimon b. Gorion.
6. Cant. I., 8.
7. [H].
8. [H], involving the change of [H] for [H].
9. On marriage.
10. No addition of fifty per cent (as in the case of ready money) and no subtraction of a fifth (as in the case of goods) are made
11. [H], the term is explained anon.
12. Lit., 'what, not?'
13. And consequently deteriorate in value. How then could R. Johanan maintain that a bar of gold is to be entered in the *Kethubah* for its full value without reducing the fifth prescribed for goods?
14. Since they can be used as currency. An addition of fifty percent in their case must, therefore, be entered in the *Kethubah*.
15. In the ordinary course of trade, i.e., where they are not taken as currency.

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16. And no addition (as in the case of cash) is made. Tosef. Keth. VI.
17. Gold *Dinari*, etc.
18. That an addition of fifty percent is to be made (v. *supra* n. 12).
19. Lit., 'do not go out'. Why then should they be treated as ready money?
20. Lit., 'but not'.
21. R. Simeon b. Gamaliel.
22. And a reduction of a fifth is therefore to be made.
23. Cf. *supra* p. 406, n. 13. Would then R. Johanan accept the opinion of R. Simeon b. Gamaliel against that of the anonymous first Tanna?
24. R. Simeon b. Gamaliel does not refer to the first clause.
25. The first Tanna.
26. Of fifty percent, as in the case of regular currency.
27. In the case of bar gold, however, it is generally agreed, as R. Johanan ruled, that it is to be entered into the *Kethubah* at the rate of its actual value.
28. The Baraita cited.
29. I.e., gold wares.
30. Cf. *supra* p. 406, n. 13 *mutatis mutandis*.
31. V. *supra* p. 406, n. 13.
32. Which wear away in use. Such are indeed to be treated in the same way as silver ware (as has been suggested *supra*), their price being entered in the *Kethubah* after a deduction of one fifth had been made. R. Johanan, however, who rules the entry of their actual value deals with the case of large bars which do not perceptibly wear away, and whose full value must consequently appear in the *Kethubah*.
33. [H] var. [H] (v. Rashi). Tosaf., 'gold ore'; Golds., 'gold dust'. Cf. p. 407, n. 14 *mutatis mutandis*.
34. Or Antiochene, the capital of Syria on the Orontes, founded by Seleucus Nicator. [Antioch was a trading centre for spices (v. Krauss, T.A., I, p. 690)].
35. In respect of the amount to be entered in a *Kethubah*.
36. Fifty percent is to be added to the amount the wife brings in on marriage. These spices were so famous that they could always be sold and thus easily turned into cash.
37. *Var. lec.*, 'Johanan'. (MS.M. and Rosh).
38. A widow who advances the claim for her *Kethubah* against her deceased husband's estate (v. Tosaf. s.v. [H]).
39. Though these are movable objects, they are, owing to the ready sale they command, deemed to have been pledged for the *Kethubah*. [H], 'settlement', 'endowment' (cf. Jast.). Rashi's interpretation, 'the profit of a third', is rejected by Tosaf. l.c. [Frankel *MGWJ*, 1861, p. 118 derives the term from the Gk. [G], the outfit which the bride has to bring with her].
40. V. Rashi; 'sheets' (Jast.).
41. [A frontier town between Babylon and Arabia (Obermeyer, p. 334)].
42. Cf. *supra* n. 6 *mutatis mutandis*.
43. Not identified.
44. [In the neighborhood of *Supra*, *op. cit.* p. 296].
45. I.e., the sums of money which they contain (Rashi).
46. A famous commercial town (v. *supra* p. 319, n. 9).
47. Windows or divorced women who seized them for their *Kethubah*.
48. So MS.M. Cur. edd., omit the last three words.
49. As a guarantee for their *Kethubah*.
50. Hence they should not be allowed to seize Mahuza bags.
51. Lit., 'the husband'.
52. By the guardians of the poor.
53. Lit., 'there is in the purse'.
54. V. *supra* 65b.
55. Lit., 'bag'.
56. Lit., 'bag of charity'.
57. I.e., the Tyrian *Zuz* (v. *supra* l.c.).
58. Lit., 'who came to be maintained', Out of the poor funds.
59. If the funds permit.
60. Lit., 'his way is to go about the doors'.
61. Lit., 'to go about'.

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applied for a marriage grant¹ the girl orphan is to be enabled to marry first and the boy orphan is married afterwards, because the shame of a woman is greater than that of a man.²

Our Rabbis taught: If an orphan applied for assistance to marry,³ a house must be rented for him, a bed must be prepared for him and [he must also be supplied with] all [household] objects [required for] his use, and then he is given a wife in marriage, for it is said in Scriptures, Sufficient for his need in that which he wanteth:⁴ 'sufficient for his need', refers to the house; 'in that which wanteth', refers to a bed and a table; 'he'⁵ refers to a wife, for so it is said in Scripture, I will make him⁵ a help meet unto him.⁶

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Our Rabbis taught: 'Sufficient for his need' [implies] you are commanded to maintain him, but you are not commanded to make him rich; 'in that which he wanteth' [includes] even a horse to ride upon and a slave to run before him. It was related about Hillel the Elder that he bought⁷ for a certain poor man who was of a good family a horse to ride upon and a slave to run before him. On one occasion he could not find a slave to run before him, so he himself ran before him for three miles.

Our Rabbis taught: It once happened that the people of Upper Galilee bought for a poor member of a good family of Sepphoris⁸ a pound of meat every day.² 'A pound of meat!' What is the greatness in this? — R. Huna replied: [It was] a pound of fowl's meat.¹⁰ And if you prefer I might say: [They purchased] ordinary meat for a pound¹¹ [of money].¹² R. Ashi replied: The place was¹³ a small village¹⁴ and everyday a beast had to be spoiled for his sake.¹⁵

A certain man once applied to¹⁶ R. Nehemiah [for maintenance]. 'What do your meals consist of', [the Rabbi] asked him. 'Of fat meat and old wine', the other replied — 'Will you consent [the Rabbi asked him] to live¹⁷ with me on lentils?' [The other consented,] lived with him on lentils and died. 'Alas', [the Rabbi] said, 'for this man whom Nehemiah has killed.' On the contrary, he should [have said] 'Alas for Nehemiah who killed this man!' — [The fact], however, [is that the man himself was to blame, for] he should not have cultivated his luxurious habits to such an extent.

A man once applied to¹⁸ Raba [for maintenance]. 'What do your meals consist of?' he asked him. 'Of fat chicken and old wine', the other replied. 'Did you not consider', [the Rabbi] asked him, 'the burden of the community?' 'Do I', the other replied, 'eat of theirs? I eat [the food] of the All-Merciful; for we learned: The eyes of all wait for Thee, and Thou givest them their food in due season,¹⁹ this, since it is not said, 'in their

season' but 'in his²⁰ season', teaches that the Holy One, blessed be He, provides for every individual his food in accordance with his own habits'.²¹ Meanwhile there arrived Raba's sister, who had not seen him for thirteen years, and brought him a fat chicken and old wine. 'What a remarkable incident!'²² [Raba]²³ exclaimed; [and then] he said to him, 'I apologize²⁴ to you, come and eat'.

Our Rabbis taught: If a man has no means and does not wish to be maintained [out of the poor funds] he should be granted [the sum he requires] as a loan and then it can be presented to him as a gift; so R. Meir. The Sages, however, said: It is given to him as a gift and then it is granted to him as a loan. ('As a gift'? He, surely, refuses to²⁵ take [gifts]! Raba replied: It is offered to him in the first instance²⁶ as a gift.)

If he has the means but does not want to maintain himself, [at his own expense],²⁷ he is given [what he needs] as a gift, and then he is made to repay it. (If 'he is made to repay it' he would, surely, not take again! — R. Papa replied: [Repayment is claimed] after his death.) R. Simeon said: If he has the means and does not want to maintain himself [at his own expense], no one need feel any concern about him. If he has no means and does not wish to be maintained [out of the poor funds] he is told, 'Bring a pledge and you will receive [a loan]' in order to raise thereby his [drooping] spirit.²⁸

Our Rabbis taught: To lend²⁹ refers to a man who has no means and is unwilling to receive his maintenance [from the poor funds] to whom [the allowance] must be given as a loan and then presented to him as a gift. Thou shalt lend him³⁰ refers to a man who has the means and does not wish to maintain himself [at his own expense] to whom [the allowance] is given as a gift and repayment is claimed from his [estate] after his death, so R. Judah. The Sages, however, said: If he has the means and does not wish to maintain himself [at his own expense] no one need feel any concern

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about him. To what, however, is the text Thou shalt lend him³¹ to be applied? The Torah employs ordinary phraseology.³²

Mar 'Ukba had a poor man in his neighborhood into whose door-socket he used to throw four *Zuz* every day. Once³³ [the poor man] thought: 'I will go and see who does me this kindness'. On that day [it happened] that Mar 'Ukba was late at³⁴ the house of study and his wife³⁵ was coming home with him. As soon as [the poor man] saw them moving the door he went out after them, but they fled from him and ran into a furnace from which the fire had just been swept.

Mar 'Ukba's feet were burning and his wife said to him: Raise your feet and put them on mine. As he was upset,³⁶ she said to him, 'I am usually at home³⁷ and my benefactions are direct'.³⁸ And what [was the reason for] all that?³⁹ — Because Mar Zutra b. Tobiah said in the name of Rab (others state: R. Huna⁴⁰ b. Bizna said in the name of R. Simeon the Pious; and others again state: R. Johanan said in the name of R. Simeon b. Yohai): Better had a man thrown himself into a fiery furnace than publicly put his neighbor to shame. Whence do we derive this? From [the action of] Tamar; for it is written in Scripture, When she was brought forth,⁴¹ [she sent to her father-in-law].⁴²

Mar 'Ukba had a poor man in his neighborhood to whom he regularly sent four hundred *Zuz* on the Eve of every Day of Atonement. On one occasion⁴³ he sent them through his son who came back and said to him, 'He does not need [your help]'. 'What have you seen?' [his father] asked. 'I saw [the son replied] that they were spraying old wine before him'.⁴⁴ 'Is he so delicate?' [the father] said, and, doubling the amount, he sent it back to him.

When he⁴⁵ was about to die⁴⁶ he requested, 'Bring me my charity accounts'. Finding that seven thousand of Sijan⁴⁷ [gold] *Dinari* were entered therein he exclaimed, 'The provisions are scanty and the road is long', and he

forthwith⁴⁸ distributed half of his wealth. But how could he do such a thing?⁴⁹ Has not R. Elai stated: It was ordained at Usha that if a man wishes to spend liberally he should not spend more than a filth?⁵⁰ — This applies only during a man's lifetime, since he might thereby be impoverished⁵¹ but after death⁵² this does not matter.

R. Abba used to bind money in his scarf,⁵³ sling it on his back, and place himself at the disposal of the poor.⁵⁴ He cast his eye, however, sideways [as a precaution] against rogues.⁵⁵

R. Hanina had a poor man to whom he regularly sent four *Zuz* on the Eve of every Sabbath. One day he sent that sum through his wife who came back and told him [that the man was in] no need of it. 'What [R. Hanina asked her] did you see?' [She replied:] I heard that he was asked, 'On what will you dine;

1. Out of the charity funds. Lit., 'came to be married'.
2. Tosef. Keth. VI.
3. V. p. 409, n. 12.
4. Deut. XV, 8.
5. וְלִי lit., 'unto him'.
6. Gen. II, 18, referring to a wife. Tosef Keth. VI.
7. Alfasi: he hired.
8. A town on one of the Upper Galilean mountains. It was called Sepphoris [H] (v. Meg. 6a) 'because it was perched on the top of a mountain like a bird', [H]. At one time it was the capital of Galilee and is identified (l.c.) with Kitron (Judges I, 30). V. Klein, S. [H], 54ff
9. Tosef. *Pe'ah*. IV.
10. Which was very expensive.
11. [H], [G], is both a weight, the Roman libra, and a measure of capacity.
12. The meat was so expensive.
13. Lit., 'there'.
14. Where there are no buyers.
15. All the meat that remained after his one pound had been taken off had to be thrown away for lack of buyers and consumers.
16. Lit., 'came before'.
17. [H] (rt. [H], Pilp.), lit., 'roll', i.e., 'to put up with the inconvenience'.
18. Lit., 'came before'.
19. Ps. CXLV, 15. [H] lit., 'in his season'.

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20. V. *supra* n. 3
21. V. Rashi.
22. [H], lit., 'what is that before me?'
23. So Rashi. Ar. reads, [H] (= [H], 'which I said') i.e., the applicant remarked, 'This is just what I have said'. (Cf. Jast.).
24. Lit., 'I humble myself'. Rashi: 'I spoke too much'. The rt. [H], may bear either meaning.
25. Lit., 'not'.
26. Lit., 'to Open'.
27. And thus leads a life of penury.
28. Lit., 'that his mind shall be elated or cheered'. By this offer he is made to feel that he is not treated as a pauper and he consents, therefore, ultimately to take the sum as a loan without a pledge.
29. [H], E.V., surely, Deut. XV, 8.
30. [H], *ibid.*
31. I.e., the repetition of the verb, in the Infinitive and Imperfect (v. *supra* nn. 2 and 3), from which R. Judah derived his ruling.
32. Lit., 'spoke in the language of men', who are in the habit of repeating their words. Hence no inference may be drawn from the repetition in the text cited.
33. Lit., 'one day'.
34. So MS.M., [H] Cur. edd. [H].
35. Who, owing to the late hour, went to meet him.
36. Lit., 'his mind weakened'. He feared that he was not providentially protected from the heat of the furnace because he was not as worthy of divine protection as his wife.
37. So that the poor had easy access to her.
38. Lit., 'near'. She gave them gifts in kind and they could forthwith derive benefit from them. He, however, was not approachable at all times and the alms he gave to the poor were not in kind but in money which had first to be spent before the poor could derive any benefit from it. His benefits, therefore, were indirect.
39. Why did they make such an effort to escape from the attention of the poor man?
40. Var Hana (v. B.M. 59a).
41. To be burned (Gen. XXXVIII, 24).
42. *Ibid.*, 25. She chose to be burned rather than publicly put her father-in-law to shame. it was only through Judah's own confession (*ibid.* 26) after he received her private message (*ibid.* 25) that she was saved.
43. Lit., 'day'.
44. [H] MS.M. Cur. edd., 'to him'.
45. Mar 'Ukba'.
46. Lit., 'when his soul was (about to) come to its rest'.
47. The name of a Persian town in the district of Shiraz, v. Fleischer to Levy's *Worterbuch* I, p. 560.
48. Lit., 'he arose'.

49. Distributing half his wealth.
50. V. *supra* 50a.
51. Lit., 'go down from his wealth'.
52. I.e., when one is on the point of dying as was the case with Mar 'Ukba.
53. [H] 'scarf' or 'turban', a cloth placed over, or wound round the head, hanging down loosely upon, the arms and shoulders.
54. Who undid the binding and shared the money among themselves.
55. He would nevertheless spare the poor the feelings of shame.

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on the silver [colored] cloths¹ or on the gold [colored] ones?² 'It is in view of such cases' [R. Hanina] remarked, 'that R. Eleazar said: Come let us be grateful to the rogues for were it not for them, we³ would have been sinning every day, for it is said in Scripture, And he cry unto to the Lord against thee, and it be sill unto thee.⁴ Furthermore, R. Hiyya b. Rab of Difti⁵ taught: R. Joshua b. Korha said, Any one who shuts his eye against charity is like one who worships idols, for here⁶ it is written, Beware that there be not a base⁷ thought in thy heart, etc. [and thine eye will be evil against thy poor brother]⁸ and there⁹ it is written, Certain base⁷ fellows are gone out,¹⁰ as there⁹ [the crime is that of] idolatry, so here also [the crime is like that of] idolatry'.¹¹

Our Rabbis taught: If a man pretends to have a blind eye, a swollen belly or a shrunken leg,¹² he will not pass out from this world before actually coming into such a condition. If a man accepts charity and is not in need of it his end [will be that] he will not pass out of the world before he comes to such a condition.

We learned elsewhere: He¹³ may not be compelled to sell his house or his articles of service'.¹⁴ May he not indeed?¹⁵ Was it not taught: If he was in the habit of using gold articles he shall now use copper ones?¹⁶ — R. Zebid replied. This is no difficulty. The one¹⁷ refers to the bed and table: the other to cups and dishes. What difference is there in the case of the cups and dishes that they are not

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[to be sold]? Obviously because he can say, '[The inferior quality] is repulsive to me', [but then, in respect of] a bed and table also, he might say [the cheaper article] is unacceptable to me! — Raba the son of Rabbah replied: [This¹⁷ refers] to a silver strigil.¹⁸ R. Papa replied: There is no difficulty: one¹⁹ [refers to a man] before he came under the obligation of repayment,²⁰ and the other refers to a man²¹ after he had come under the obligation of repayment.²²

MISHNAH. IF AN ORPHAN WAS GIVEN IN MARRIAGE BY HER MOTHER OR HER BROTHERS [EVEN IF] WITH HER CONSENT²³ AND THEY ASSIGNED²⁴ TO HER A HUNDRED, OR FIFTY ZUZ,²⁵ SHE MAY, WHEN SHE ATTAINS HER MAJORITY,²⁶ RECOVER FROM THEM THE AMOUNT THAT WAS DUE TO HER.²⁷ R. JUDAH RULED: IF A MAN HAD GIVEN HIS FIRST DAUGHTER IN MARRIAGE, THE SECOND²⁸ MUST RECEIVE AS MUCH AS THE [FATHER] HAD GIVEN TO THE FIRST. THE SAGES, HOWEVER, SAID: SOMETIMES A MAN IS POOR AND BECOMES RICH OR RICH AND BECOMES POOR.²⁹ THE ESTATE SHOULD RATHER BE VALUED AND SHE³⁰ BE GIVEN [THE SHARE THAT IS HER DUE].

GEMARA. Samuel stated: In respect of the marriage outfit³¹ the assessment³² is to be determined by [the disposition of] the father.³³

All objection was raised: 'The daughters are to be maintained and provided for³⁴ out of the estate of their father. In what manner? It is not to be said, "Had her father been alive he would have given her such and such a sum" but the estate is valued and she is given [her due share]'. Does not ['provided for' refer to] the marriage³⁵ outfit?³⁶ — R. Nahman b. Isaac replied: No; [it refers to] her own maintenance.³⁷ But, surely, it was stated: 'Are to be maintained and provided for'; does not one [of the expressions]³⁸ refer to the marriage³⁹ outfit and the other to her own maintenance?⁴⁰ — No; the one as well as the other refers to her own maintenance,⁴⁰

and yet there is no real difficulty, for one of the expressions³⁸ refers⁴¹ to food and drink and the other⁴¹ to clothing and bedding.

We learned: THE SAGES, HOWEVER, SAID, SOMETIMES A MAN IS POOR AND BECOMES RICH OR RICH AND BECOMES POOR. THE ESTATE SHOULD RATHER BE VALUED AND SHE BE GIVEN [THE SHARE THAT IS HER DUE]. Now what is meant by POOR and RICH? If it be suggested that POOR means poor in material possessions, and RICH means rich in such possessions, the inference [should consequently be] that the first Tanna holds the opinion that even when a man was rich and became poor she is given as much as before; but, surely, [it may be objected] he has none [to give]. Must it not then [be concluded that] POOR means poor in mind⁴² and RICH means rich in mind,⁴³ and yet it was stated, THE ESTATE SHOULD RATHER BE VALUED AND SHE BE GIVEN [THE SHARE THAT IS HER DUE]. from which it clearly follows that we are not guided by the assumed disposition [of her father], and this presents an objection against Samuel!⁴⁴ He⁴⁵ holds the same view as R. Judah.

For we learned, R. JUDAH RULED: IF A MAN HAD GIVEN HIS FIRST DAUGHTER IN MARRIAGE, THE SECOND SHOULD RECEIVE AS MUCH AS THE [FATHER] HAD GIVEN TO THE FIRST. [Why], then, [did he not] say, 'The *Halachah* is in agreement with R. Judah'?⁴⁶ — If he had said, 'The *Halachah* is in agreement with R. Judah', it might have been assumed [to apply] only [where her father had actually] given her⁴⁷ in marriage, since [in that case] he has revealed his disposition, but not [to a case where] he had not given her⁴⁷ in marriage,⁴⁸ hence he⁴⁵ taught us⁴⁹ that R. Judah's reason is that we are guided by our assumption [as to what was her father's disposition], there being no difference whether he had already given her⁵⁰ in marriage or whether he had not given her in marriage; the only object he⁵¹

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had⁵² in mentioning [the case where a father] gave her⁵⁰ in marriage was to let you know the extent of the ruling⁵³ of the Rabbis⁵⁴ [who maintain] that although he had already given her⁵⁰ in marriage and had thereby revealed his disposition, we are nevertheless not to be guided by the assumption [as to what may have been the father's disposition].

Said Raba to R. Hisda: In our discourse we stated⁵⁵ in your name, 'The *Halachah* is in agreement with R. Judah. The other replied: May it be the will [of Providence] that you may report in your discourses all such beautiful sayings in my name. But could Raba, however, have made such a statement?⁵⁶ Surely, it was taught: Rabbi said, A daughter who is maintained by her brothers is to receive⁵⁷ a tenth of [her father's] estate,⁵⁸ and Raba stated that the law is in agreement with Rabbi!⁵⁹ —

This is no difficulty. The former⁶⁰ [is a case] where we have formed some opinion about him,⁶¹ the latter⁶² is one where we have not formed any opinion about him.⁶³ This explanation may also be supported by a process of reasoning. For R. Adda b. Ahaba stated: It once happened that Rabbi gave her⁶⁴ a twelfth of [her father's] estate. Are not the two statements contradictory?⁶⁵ Consequently⁶⁶ it must be inferred that the one⁶⁷ [refers to a father of whom] some opinion had been formed while the other⁶⁸ [refers to one of whom] we have formed no opinion. This is conclusive proof.

[To turn to] the main text.⁶⁹ Rabbi said, A daughter who is maintained by her brothers is to receive a tenth of [her father's] estate. They⁷⁰ said to Rabbi: According to your statement, if a man had ten daughters and one son the sons should receive no share at all on account of⁷¹ the daughters? He replied: What I mean is this: The first⁷² [daughter] receives a tenth of the estate, the second [receives a tenth] of what [the first] had left, and the third [gets a tenth] of what [the second] had left, and then they divide again [all that they had received] into equal shares.

1. I.e., *white* linen (Rashi).
2. Silk cloths dyed. (Rashi a.l.; cf. also Rashi on Ezek. XVI, 16). [H] or [H] may be compared with [G], cushion', 'pillow' (v. Levy); 'will you recline at dinner', he was asked, 'on the linen, or silken pillows?' The noun is also rendered, 'table outfit', the expressions, 'silver' and 'gold' being taker, literally; 'Will you dine with the silver outfit (i.e., with the outfit used in connection with silver vessels) or with the gold outfit?' (Jast.).
3. Who do not always respond to every appeal for charity.
4. Deut. XV, 9.
5. Dibtha, below the Tigris.
6. In connection with the duty of assisting the poor.
7. [H]
8. Deut. XV, 9.
9. Concerning idolatry
10. Deut. XIII, 14, the expression base, [H] (v. *supra* n. 12), occurring in both cases.
11. It is only thanks to the rogues who claim charity under false pretences that we have an excuse for not responding to every appeal.
12. V. Rashi; 'a hump' (Jast.) [H] may be rendered 'leg', 'foreleg' or 'shoulder'. The rt. [H] in Piel is to be taken according to Rashi's interpretation in the sense of 'binding', 'forcing', or 'outraging'. It is taken by Jast. as denom of [H] 'to make high and arched shoulders', 'to cause or pretend to be humpbacked'.
13. One who owns less than two hundred *Zuz* and wishes to take a share in the poor man's gifts. The possessor of two hundred *Zuz* is forbidden to participate in the poor man's gifts.
14. Though the proceeds of such a sale would raise the man's capital above the two hundred *Zuz* limit. *Pe'ah* VIII, 8.
15. Lit., 'and not?'
16. Which proves that a poor man is expected to sell his costlier goods before he is allowed to take alms. Why then was it stated here that he is not compelled to sell 'his article of service'?
17. The last mentioned Baraita which orders the sale of 'articles of service'.
18. There can be no hardship in using instead of one made of a cheaper metal.
19. The Mishnah from *Pe'ah*, according to which one is not compelled to sell his articles of service.
20. I.e., if he possessed less than two hundred *Zuz* and applied for assistance before receiving any help under false pretences. As there is no claim against him he is not to be compelled to sell his articles of service.
21. Who, being in possession of two hundred *Zuz*, accepted alms under false pretences.

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22. I.e., after it had been discovered that did not belong to the poor classes and was ordered by the court to refund all sums he had received unlawfully. In such a case, if he is unable to meet the claim otherwise, he is compelled to sell his costly articles and to content himself with the use of cheaper ones.
23. And much more so if without her consent.
24. Lit., 'wrote'.
25. As her share in the estate of her deceased father.
26. Though she had accepted the amount during her minority V. *supra* note 1.
27. Viz., a tenth of the estate.
28. Who marries after his death.
29. The amount he gives to his first daughter is, therefore, no criterion for his second
30. The second daughter.
31. Of an orphan.
32. I.e., the amount to be given to the orphan on marriage out of her father's estate.
33. She is to receive a bigger or a smaller amount in accordance with her fathers reputation for generosity or niggardliness.
34. This is explained anon.
35. Lit., ['the Parnasah of her husband', Parnasah being a technical term to denote the estate set aside for the dowry of the orphaned daughter. Frankel *MGWJ* 1861, p. 119 connects it with the [G] cf. *supra* p. 408. n. 6].
36. A contradiction against the ruling of Samuel.
37. Before marriage, while she is still with her brothers.
38. 'To be (a) maintained and (b) provided for'.
39. V. p. 416, n. 13.
40. V. p. 416, n. 15.
41. Lit., 'that'.
42. Niggardly; having the mind or disposition of a poor man.
43. Generous.
44. Who stated that the amount is determined by what is known of the disposition of her father. How, it is asked, could Samuel differ from a Mishnah?
45. Samuel.
46. Which would have been a shorter statement and would have included the name of its author also.
47. HIS FIRST DAUGHTER.
48. Since his disposition had not been revealed.
49. By his specific ruling.
50. HIS FIRST DAUGHTER.
51. The compiler of our Mishnah.
52. Lit., 'and that.'
53. Lit., 'power'.
54. The Sages
55. Or: Shall we state, etc. (cf. Rashi, s.v. [H] Bezah 28a)
56. That the amount to be given to an orphan on marriage is determined, as R. Judah ruled, by the disposition of her father.
57. On marriage.
58. Ned. 39b.
59. I.e., that the amount the daughter is to receive is a legally, prescribed proportion. How then could he have said that the *Halachah* was in agreement with R. Judah (v *supra* note 7)?
60. Lit., 'that', the statement that the *Halachah* follows R. Judah (v. *supra* note 7)
61. The orphan's father. Knowing his disposition it is possible to determine accordingly what amount his daughter shall be allowed on marriage.
62. Lit., 'that', the law that the proportion she is to receive is always a tenth of the estate.
63. If he was unknown to the court and no one is able to supply reliable information on the point.
64. An orphan on marriage.
65. According to the former statement Rabbi allowed only one tenth while according to the latter he allowed a twelfth.
66. To reconcile the contrary statements.
67. The case where a twelfth had been allowed.
68. Cf. *supra* p. 418, n. 13.
69. A citation from which has been discussed *supra*..
70. The scholars at the college.
71. Lit., 'in the place of'.
72. It is at present assumed, 'the first to marry'.

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But did not each one receive what was hers?¹ — It is this that was meant: If all of them wish² to marry at the same time they are to receive equal shares.³ This provides support for [the opinion] of R. Mattena; for R. Mattena has said: If all of them wish to marry at the same time they are to receive one tenth. 'One tenth!' Can you imagine [such a ruling]?⁴ The meaning must consequently be that⁵ they are to receive their tenths at the same time.⁶

Our Rabbis taught: The daughters,⁷ whether they had attained their adolescence before they married or whether they married before they had attained their adolescence, lose their right to maintenance⁸ but not to their allowance for marriage outfit; so Rabbi. R. Simeon b. Eleazar said: If they also attained

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their adolescence, they lose the right to their marriage outfit.² How should they proceed?¹⁰ — They hire for themselves husbands¹¹ and exact their outfit allowance. R. Nahman stated: Huna told me, The law is in agreement with Rabbi.

Raba raised an objection against R. Nahman: IF AN ORPHAN WAS GIVEN IN MARRIAGE BY HER MOTHER OR HER BROTHERS [EVEN IF] WITH HER CONSENT, AND THEY ASSIGNED TO HER A HUNDRED, OR FIFTY ZUZ, SHE MAY, WHEN SHE ATTAINS HER MAJORITY, RECOVER FROM THEM THE AMOUNT THAT WAS DUE TO HER. The reason then¹² is because she was a minor;¹³ had she, however, been older¹⁴ her right¹⁵ would have been surrendered!¹⁶ —

This is no difficulty; the one¹⁷ is a case where she protested;¹⁸ the other,¹⁹ where she did not protest.²⁰ This explanation may also be supported by a process of reasoning. For otherwise²¹ there would arise a contradiction between two statements of Rabbi.²² For it was taught, 'Rabbi said, A daughter who is maintained by her brothers is to receive a tenth of [her father's] estate', [which implies] only when²³ she is maintained²⁴ but not²⁵ when she is not maintained.²⁶ Must it not in consequence be concluded that one [statement deals with one] who protested and the other [with one] who did not protest. This proves it.

Rabina said to Raba: R. Adda b. Ahaba told us in your name, If she attained her adolescence she need not lodge a protest;²⁷ if she married she need not lodge a protest;²⁷ but if she attained her adolescence and was also married it is necessary for her to lodge a protest.²⁸ But could Raba have made such a statement? Surely, Raba pointed out an objection against R. Nahman [from the Mishnah of] AN ORPHAN, and the other replied that 'the one is a case where she protested, the other where she did not protest'!²⁹ — This is no difficulty. One³⁰ is a case where she is maintained³¹ by them;³² the

other,³³ where she is not maintained by them.³⁴

R. Huna stated in the name of Rabbi: [The right³⁵ to] marriage outfit is not the same as that³⁶ conferred by a condition in a *Kethubah*.³⁷ What is meant by 'is not the same as that conferred by a condition in a *Kethubah*'? Should it be suggested³⁸ that whereas for the allowance for a marriage outfit even property pledged³⁹ may be seized,⁴⁰ [for the fulfillment of an obligation³⁶ under] the terms of a *Kethubah* no pledged property⁴¹ may be seized,⁴² what [new point, it may be objected,] does this teach us?

Surely it is a daily occurrence [that pledged property] is seized for marriage outfit but not for maintenance! [Should it], however, [be suggested that] whereas for a marriage outfit movable objects also may be seized, [for the fulfillment of an obligation under] a condition in a *Kethubah* only real estate. but not movable objects, may be seized, [it may be objected that,] according to Rabbi, for the one as well as the other⁴³ [movable objects] may be seized. For it was taught: Both landed property and movable property may be seized for the maintenance of a wife or daughters;⁴⁴ so Rabbi! What, then, is meant by '[The right to] marriage outfit is not the same as that conferred by a condition in a *Kethubah*'? —

As it was taught: If a man⁴⁵ said that his daughters must not be maintained out of his estate he is not to be obeyed.⁴⁶ [If, however, he said, that] his daughters shall not receive their marriage outfit out of his estate he is obeyed, because [the right to] marriage outfit is not the same as that conferred by a condition in a *Kethubah*.⁴⁷

1. Of course she did. Each one is entitled to a tenth of the value of the estate as it stood at the time she married. Why then should there be a new division in equal shares, which would deprive those who married earlier from what was their due?
2. Lit., 'came'.

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3. After each in turn had received a tenth of the value of the estate as it stood at the moment her share was allowed to her. Since subsequently they will all pool their shares it does not matter which of them is given her share first. the only object of the allotment of the successive shares is to determine what part of the estate is to be left for the son. If there were three daughters for instance, the division would proceed as follows: One daughter would be allowed one tenth of the estate; the other $1/10 \times 9/10$; and the third $1/10 \times 81/100$. The son would, therefore, receive $1 - (1/10 - 9/100 - 81/1000) = 729/1000$, and each daughter would ultimately get a $271 / (3 \times 1000)$ of the entire estate.
4. Certainly not. If every daughter is entitled to a tenth of the estate, several daughters, surely, should receive more than one tenth.
5. Lit., 'but'.
6. The reading being [H] instead of [H] (one tenth). Cf. *supra* n. 9.
7. Of a man who left an estate and is survived by sons.
8. Because the terms of a *Kethubah* provide for the maintenance of daughters only until adolescence (v. [Glos.](#) s.v. Bogereth) or marriage, whichever is the earlier.
9. The tenth of the estate to which, as stated *supra*, a daughter is entitled. In his opinion it is only one who is a minor, Na'arah (v. [Glos.](#)), that receives such tenth, once she has reached her adolescence, or married as a Na'arah, without claiming at the time her full marriage outfit, she loses her claim to it.
10. If they had not been married early and are desirous of securing their tenth before losing it through age.
11. [They hire men to declare that they would marry them (Strashun)].
12. why she may recover the amount prescribed for her marriage outfit,
13. At the time she married.
14. Even If she was still a Na'arah at the time of marriage.
15. To her full claim.
16. And she would not be entitled to the balance of her marriage outfit. This anonymous Mishnah then is in agreement with the view of R. Simeon b. Eleazar. Now, since the *Halachah* is usually in agreement with the anonymous Mishnah how could R. Nahman maintain that the *Halachah* is in agreement with Rabbi?
17. Rabbi's statement that she does not lose her marriage outfit.
18. When less than her due was assigned to her.
19. Our Mishnah.
20. Hence it is only a minor, who cannot surrender her rights, that may recover the balance when she becomes of age. One, however, who has passed her minority (cf. *supra* note 8) may well surrender her right. Her silence is regarded as consent.
21. Lit., 'for if so', that Rabbi maintains that in all cases a daughter on attaining adolescence does not lose the right to her marriage outfit,
22. Lit., 'that of Rabbi against that of Rabbi'.
23. Lit., 'yes'.
24. Is she to receive a tenth of the whole.
25. She is to receive no such allowance.
26. I.e., after she had attained her adolescence, How then could Rabbi also have stated that a daughter always (v. *supra* n. 1) receives her outfit?
27. Against the full, or partial loss of her marriage outfit allowance. Even without her protest she retains the right to the tenth of the estate that is due to her,
28. Otherwise she loses her claim to the marriage outfit.
29. *Supra*. Cf. *supra* p. 420, notes 11 to 14. From which it follows that once she passes her minority, though she did not attain her adolescence, a daughter loses her full claim to an outfit allowance if she did not lodge her protest on marriage. How then could it be said that according to Raba, 'if she married (provided it was before attaining her adolescence) she need not lodge a protest'?
30. Raba's ruling that 'if she married she need not lodge a protest'.
31. After her marriage.
32. Her brothers. In such a case it is to be presumed that her silence was not due to her consent to lose her outfit but to the belief that, as they continued to maintain her, they would also give her in due course the full amount of her outfit allowance.
33. The inference from our Mishnah according to which one who has passed out of her minority surrenders on marriage her right to the balance of her outfit.
34. Hence she loses the right to her outfit unless she lodged her protest.
35. Of a daughter.
36. Of a daughter's maintenance.
37. Cf. *supra* 52b.
38. As a point of difference between the two rights.
39. By the brothers (not by the father).
40. Since it represents a fixed sum (one tenth of the estate) it had the validity of a debt incumbent upon the estate.
41. Even if it was only the brothers who pledged it (v. Git. 48b)
42. As the amount is not a fixed quantity it has not the same force as a debt.
43. For maintenance as well as for marriage outfit.

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44. And much more so for marriage outfit which has the validity of a debt of a debt (cf. *supra* nn. 6 and 8).
45. On his death bed.
46. Since even a dying man, whose verbal instructions have the validity of a legal contract, cannot annul the undertaking to maintain his daughters which he entered in the *Kethubah*.
47. While the latter is obligatory upon the deceased and upon his heirs, the firmer has to be provided by the heirs only where the deceased did not give specific instructions to the contrary.

Kethuboth 69a

Rah inserted¹ [the following enquiry] between the lines² [of a communication³ he sent] to Rabbi: What [is the law] where the brothers have encumbered [the estate they inherited from their father]?⁴ [When the enquiry reached him] R. Hiyya [who] was sitting before him asked, '[does he mean:] They sold it or pledged it?' — 'What difference call this make?'⁵ the other retorted. Whether they sold it [he continued] or pledged it, [the estate] may he seized [to meet the obligation] of marriage outfit but may not be seized for that of maintenance

As to Rab, however, if his enquiry [related to brothers] who sold [the estate], he should have written to him, 'sold'; and if his enquiry [related to brothers] who pledged it, he should have written to him, 'pledged'! — Rab wished to ascertain the law concerning both cases and he thought: If I write to him 'sold' [I shall get] satisfaction If he were to send [in reply] that 'the estate may be seized', since the same ruling would apply with even greater force to the case where they pledged [the estate]. If, however, he were to send me in reply that 'it may not be seized', the question [in respect of brothers] who pledged [the estate] would still remain. If, [again]. I were to write to him, 'pledged' then if he sent in reply that 'the estate may not be seized' this ruling would apply with even greater force [to the case where] they sold it. Should he, however, send a reply that 'it may be seized', the question [in respect of brothers]

who sold It would still remain. I will, therefore, write to him, 'encumbered' which might mean the one⁶ as well as the other⁷

R. Johanan, however, ruled: [An estate]⁸ may not be seized either [to meet the obligation of the] one or of the other.⁹

The question was raised: Did not R. Johanan hear the ruling of Rabbi, but if he had heard it he would have accepted it? Or is it possible that he heard it and did not accept it? — Come and hear what has been stated: If a man died and left two daughters and one son, and the first forestalled [the others] and took a tenth of the estate while the other did not manage to collect [her share] before the son died,¹⁰ R. Johanan ruled: The second¹¹ has surrendered her right.¹² Said R. Hanina: Something that is even more striking than this has been said, [viz.. that an estate] may be seized¹³ [to meet the obligation] of a marriage outfit though it may not be seized for that of maintenance, and you nevertheless state, 'The second has surrendered her right'¹⁴ Now, if that were the case,¹⁵ he¹⁶ should have asked him 'who said it?'¹⁷

— But is it not possible that he in fact did not hear it [at first]¹⁸ and when he [finally] heard he accepted it, but there¹⁹ [the circumstances are] different, since the house [of the second daughter] has now ample provisions?²⁰ Said R. Yemar to R. Ashi: Now then,²¹ if she²² found anything at all, so that her house is amply provided for, would we in such a case also not give her a tenth of the estate? — The other replied: I said, A house amply provided for from the same estate.²³

Amemar ruled: A daughter²⁴ has [the legal status of] an heiress. Said R. Ashi to Amemar: Should it be desired to settle her claim²⁵ by means of a money payment such a settlement cannot be effected for the same reason?²⁶ — 'Yes', the other replied. 'Should it be desired [the first asked] to settle her claim by [giving her] one plot of land, such a settlement cannot be effected for the same reason?'²⁶ — 'Yes', the other replied.²⁷ R.

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Ashi, however, ruled: A daughter²⁸ has [the legal status of] a creditor.²⁹ And Amemar also withdrew his former opinion. For R. Minyomi son of R. Nihumi stated: I was once standing before Amemar and a woman who claimed a tenth of [her deceased father's] estate appeared before him, and I observed [that it was his] opinion that if [her brothers] desired to settle with her by means of a money payment he would have agreed to the settlement.³⁰ For he heard the brothers say to her, 'If we had the money we would settle with you³¹ by a cash payment', and he remained silent and told them nothing to the contrary.

Now that it has been said that [a daughter in her claim to her tenth]²⁸ has the legal status of a creditor [the question arises whether she is the creditor] of the father or of the brothers. In what respect can this matter? — In respect [of allowing her] to collect [her tenth] either from their medium³² land and without an oath,³³ or of their worst land with an oath.³⁴ Now what [is the law]? — Come and hear [of the decision] of Rabina: He allowed the daughter of R. Ashi to collect [her tenth] from Mar³⁵ the son of R. Ashi out of his medium land, without an oath, but from the son of R. Sama³⁶ the son of R. Ashi out of his worst land with an oath.³⁷

R. Nehemiah the son of R. Joseph sent the following message to Rabbah the son of R. Huna Zuta³⁸ of Nehardea:³⁹ When this woman⁴⁰ presents herself to you, authorize her to collect a tenth part of [her deceased father's] estate even from the casing of handmills.⁴¹

R. Ashi stated: When we were at the college of R. Kahana we authorized the collection [of a daughter's tenth] from the rent⁴² of houses also.

R. Anan sent [this communication] to R. Huna, '[To] our colleague Huna, greetings.⁴³ When this woman⁴⁰ presents herself before you, authorize her to collect a tenth part of [her father's] estate'. [When the

communication arrived,] R. Shesheth was sitting before him. 'Go', [R. Huna] said to him,⁴⁴ 'and convey⁴⁵ to him⁴⁶ [the following message]-and he⁴⁷ who does not deliver the message⁴⁸ to him shall fall under the ban — "Anan, Anan, [is the collection to be made] from landed, or from movable property? And who presides at the meal in a house of mourning?"'⁴⁹ R. Shesheth went to R. Anan and said to him: The Master⁵⁰ is a teacher,⁵¹ and R. Huna is a teacher of the teacher,⁵² and he pronounced the ban against anyone who would not convey⁵³ [his message] to you;⁵⁴ and had he not pronounced the ban I would not have said, 'Anan, Anan, [is the collection to be made] from landed, or movable property, and who presides at the meal in a house of mourning?'⁵⁵ Thereupon, R. Anan went to Mar 'Ukba and said to him: See, Master, how R. Huna addressed⁵⁶ me as 'Anan, Anan';⁵⁷ and, furthermore, I do not know what he meant by the message he sent me on marziha.⁵⁸ The other said to him: Tell me now

1. Lit., 'suspended'.
2. [H] perhaps from [H] 'to dig'. 'scratch' hence a line drawn with a stylus (cf. Rashi and last.). Aruk renders 'stitches' (cf. [H] 'thread'), and this is apparently the interpretation adopted by Tosaf (s.v. [H] a.l.), the meaning being that 'among the documents that were sewn together one containing the enquiry was appended'; or, 'among the stitches holding the documents together the one containing the enquiry was inserted'.
3. A friendly, 'letter' (Rashi).
4. May it be seized by the daughter for their marriage outfit?
5. Lit., 'what goes out (results) from it?'
6. Lit., 'thus'.
7. Sold or pledged. And should there be a difference in law between the two cases, Rabbi in his reply would naturally indicate it.
8. Which the brothers sold or pledged. Cf. *supra*.
9. I.e., maintenance or marriage outfit.
10. And the entire estate fell to the lot of the daughters.
11. Since she did not collect her tenth while the son was alive, i.e., before she and her sister became the sole heirs,
12. A daughter may claim a tenth of the estate from a son only but not from a daughter whose rights are equal to hers.
13. Though it has been pledged or sold.

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14. To her marriage outfit, even in an estate which had been neither sold nor pledged. The first sister, surely, cannot possess a stronger claim upon the estate than a buyer or a creditor, V. Git. 51a.
15. That R. Johanan never heard Rabbi's ruling.
16. R. Johanan.
17. Since he did not ask him this it may be inferred that R. Johanan did hear Rabbi's ruling but did not accept it. For this reason also he did not withdraw his ruling in the case of the two daughters.
18. Rabbi's ruling.
19. The case of the two daughters which was discussed after he had heard Rabbi's ruling and accepted it.
20. At first she was entitled to a tenth only and now she gets a half. In such circumstances she may well be expected to surrender her claim to the tenth. Rabbi, however, deals with a case where the brothers are alive, and the daughters are entirely dependent on their tenths,
21. If the argument of additional provision is admissible.
22. The second sister.
23. From which she was to receive her tenth.
24. In respect of her right to a tenth of her father's estate.
25. To the tenth of the estate. Lit., 'to remove her'.
26. Because she has the status of an heiress, Lit., 'thus also'.
27. As heiress she has the right to claim a share in the actual property her father left and in every portion of it.
28. In respect of her right to a tenth of her father's estate.
29. Her claim may, therefore, be met by a money payment or by the allotment of any plot of land of the value of a tenth of the estate that is due to her.
30. Lit., 'he would have removed (sc. dismissed) her'.
31. So MS.M. adding [H] after [H].
32. Land is classified as [H] best [H], medium or [H] worst, and payments are made from these respective qualities in accordance with the strength and validity of any particular claim. Cf. e.g., Git. 48b.
33. That she had never taken anything from the estate. This would be the law if she were regarded as the creditor of the brothers.
34. If she is regarded as the father's creditor. In the latter case she would be subject to the restrictions imposed on a creditor who claims his debt from the debtor's orphans (v. Get. 48b).
35. Who survived his father and from whom his sister claimed a portion of her tenth.
36. Who predeceased R. Ashi and whose son, on the death of his grandfather (R. Ashi), inherited his father's (R. Sama's) share and was now sued by his aunt to give her the portion of her tenth that his father as a son of R. Ashi owed her (Rashi). [Ritba and others: R. Sama died shortly after R. Ashi, before his daughter managed to collect her tenth share in the estate].
37. According to Rabina, then, the daughter was regarded as the debtor of her brothers (Mar and R. Sama). From the former, therefore, who was alive she consequently collected of the best and without an oath (cf. *supra* p. 425, n. 11). From the latter, however, she could only collect through his son as the creditor of his father's and was therefore subject to the restrictions of a creditor who collects from orphans (cf. *supra*. note I).
38. *Var. lec.*, 'Zuti' (cf. B.B. 66b)
39. V. *supra* p. 222, n. 8.
40. The bearer, whose case R. Nehemiah had investigated.
41. The casing being regarded as landed estate from which her tenth may be collected.
42. The yield of the houses being legally regarded, like, the houses themselves, as landed property (cf. *supra* n. 8').
43. Lit., 'peace.
44. To R. Shesheth.
45. Lit., 'say'.
46. To R. Anan.
47. I.e., 'If you do not deliver the message, etc.', the third person being used for euphemism.
48. I.e., using exactly the same words, lit., 'say'.
49. R. Huna was apparently offended by the tone or wording of R. Anan's communication. Hence the abusive reply.
50. R. Anan.
51. A complimentary introduction to the unpleasant message that follows
52. I.e., R. Anan. An excuse for carrying out his instructions though they were offensive to R. Anan.
53. Lit., 'say'.
54. Lit., 'to him'.
55. The seat of honor at the meal in a house of mourning was given to the greatest scholar in the company
56. Lit., 'sent'.
57. Without the title of 'R.'
58. [H], rendered *supra*, 'a house of mourning'.

Kethuboth 69b

how the incident actually occurred. 'The incident', the first replied, 'happened in such and such a way'. 'A man', the other

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exclaimed, 'who does not know the meaning of Marziha should [scarcely] presume to address¹ R. Huna as, "our colleague Huna".'

What [is the meaning of] Marziha. — Mourning; for it is written in Scripture, Thus saith the Lord: Enter not into the house of mourning², etc.³

R. Abbahu stated: Whence is it deduced that a mourner sits at the head [of the table]?⁴ [From Scripture] wherein it is said, I chose out their way, and sat at the head,⁵ and dwelt as a king in the army, as one that comforteth⁶ the mourners.⁷ But does not *yenahem*⁸ mean [one who comforts] others?² R. Nahman b. Isaac replied: The written form is YNHM.¹⁰ Mar Zutra said: [The deduction¹¹ is made] from here: *We-sar marzeah Seruhim*,¹² he who is in bitterness and distracted¹³ becomes the chief¹⁴ of those that stretched themselves.¹⁵

Raba stated: The law [is that payment may be exacted] from landed property, but not from movable property, whether in respect of maintenance, *Kethubah* or marriage outfit.¹⁶

MISHNAH. IF A MAN DEPOSITED¹⁷ A SUM OF MONEY FOR HIS [UNMARRIED] DAUGHTER WITH A TRUSTEE,¹⁸ AND [AFTER SHE WAS BETROTHED]¹⁹ SHE SAYS, 'I TRUST MY HUSBAND',²⁰ THE TRUSTEE MUST ACT IN ACCORDANCE WITH THE CONDITION OF HIS TRUST;²¹ SO R. MEIR. R. JOSE, HOWEVER, SAID: WERE [THE TRUST] ACTUALLY²² A FIELD²³ AND SHE WISHED TO SELL IT, WOULD IT NOT BE DEEMED²⁴ SOLD FORTHWITH!²⁵ THIS APPLIES TO ONE WHO IS OF AGE.²⁶ IN THE CASE OF A MINOR, HOWEVER, THERE IS NO VALIDITY AT ALL IN THE ACT OF A MINOR.

GEMARA. Our Rabbis taught: If a man deposited for his son-in-law with a trustee a sum of money wherewith to buy a field for his daughter, and she says, 'Let it be given to my husband', she is entitled [to have her wish fulfilled, if it was expressed] after her marriage²⁷ but if only after her betrothal the

trustee must act according to the conditions of his trust;²⁸ so R. Meir. R. Jose, however, said: A woman who is of age has a right [to obtain her desire] whether [it was expressed] after her marriage or only after betrothal, but [in the case of] a minor [whether her wish was expressed] after marriage or after betrothal, the trustee must act in accordance with the conditions of his trust.²⁹ What is the practical difference between them?³⁰ If it be suggested that the practical difference between them is the case of a minor after her marriage, R. Meir holding the opinion that [even] she is entitled [to have her wish] and R. Jose comes to state that even after marriage [It is only] a woman who is of age that is entitled to have her wish³¹ but not a minor, [in that case] what of³² the final clause,³³ **IN THE CASE OF A MINOR, HOWEVER, THERE IS NO VALIDITY AT ALL IN THE ACT OF A MINOR.** Who [it might be asked] could have taught this?

If it be suggested [that the author was] R. Jose, [it could be objected:] This, surely, could be inferred from the first clause; for, since R. Jose said, **WERE [THE TRUST] ACTUALLY A FIELD AND SHE WISHED TO SELL IT, WOULD IT NOT BE DEEMED SOLD FORTHWITH!** [it follows³⁴ that only] one that is of age, who is eligible to effect a sale, was meant,³⁵ but not a minor who is ineligible to effect a sale.³⁶ Consequently it must be R. Meir [who was the author of] it, and a clause is in fact missing [from our Mishnah], the proper reading being as follows:³⁷ **'THE TRUSTEE MUST ACT IN ACCORDANCE WITH THE CONDITIONS OF HIS TRUST.** This applies only [to a woman whose desire was expressed] after her betrothal, but if after her marriage she is entitled [to have her wish]. **THIS [furthermore] APPLIES TO ONE WHO IS OF AGE. IN THE CASE OF A MINOR, HOWEVER, THERE IS NO VALIDITY AT ALL IN THE ACT OF A MINOR.'**³⁸ — [The fact]. however, is that the practical difference between them is the case of one who is of age [whose wish was expressed] after her betrothal.³⁹

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It was stated: Rab Judah said in the name of Samuel. The *Halachah* is in agreement with R. Jose. Raba in the name of R. Nahman said, The *Halachah* is in agreement with R. Meir. Ilfa⁴⁰ reclined⁴¹ upon a sail mast⁴² and⁴³ said: 'Should any one come and submit to me any statement [in the Baraithoth] of R. Hiyya and R. Oshaia⁴⁴ which I cannot make clear to him [with the aid] of our Mishnah I will drop from the mast⁴⁵ and drown myself'. An aged man came and recited to him [the following Baraitha:]⁴⁶ If a man⁴⁷ said, 'Give my children⁴⁸ a *Shekel* a week',⁴⁹ and they require a *Sela*',⁵⁰ a *Sela*' is to be given to them.⁵¹ But if he said, 'Give them no more than a *Shekel*', only a *Shekel* is to be given to them.⁵² If, however, he gave Instructions that if these died others⁵³ shall be his heirs in their stead, only one *Shekel* [a week] is to be given to them, irrespective of whether he used the expression of 'give' or 'give no [more]',⁵⁴ [Ilfa] said to him: [Do you wish to know] whose ruling this⁵⁵ is?

1. Lit., 'sent'.
2. [H], Heb. from Aram. [H]
3. Jer. XVI, 5
4. At the meal in a house of mourning.
5. E V., as chief. [H] may bear both renderings.
6. This is explained by R. Nahman anon.
7. Job. XXIX, 25.
8. [H] Imperf. Piel of [H].
9. How then could the text be said to refer to the mourner who is himself to be comforted?
10. [H], which may be vocalized as the Pus form Yenuham, 'one who is comforted'. Though the text must retain its obvious meaning with the M.T. vocalization of [H], the possibility of reading ינחם as ינחם also permits of the Midrashic exposition (Tosaf. s.v. [H]).
11. That the mourner is to sit at the head of the table at the meal in a house of mourning.
12. [H], Amos, VI, 7. Midrashically, שר = סר (chief, i.e., 'sits at the head'), מריח is divided into [H] (bitter) and [H] (rt. [H] distracted), and [H] is taken to refer to the comforters who stretch themselves on their couches or on the ground at the feet of the mourner. (Cf. Golds.). E.V., And the revelry of men that stretched themselves shall pass away.
13. I.e., the mourner.
14. I.e., sits at the head of the table during the meal.
15. Before him, sc. those, who came to offer their condolence.
16. A Geonite provision, [H], empowers also the seizure of movable property to meet any of these obligations (cf. Tosaf. *supra* 51a. s.v. [H]). [This Takkanah has been ascribed to Hunai Gaon and dated 787, v. Epstein, L. The Jewish Marriage, p. 255 and Tykocinski, Die Gaonaischen Verordnungen, p. 35ff].
17. Lit., 'he who made a third', i.e., appointed a third person as trustee.
18. Cf. *supra* n. 12, instructing him to use the money after his death for the benefit of his daughter, e.g., to buy for her a field.
19. So Tosaf (s.v. [H]) contrary to Rashi's 'married', v. Gemara *infra*.
20. 'And desire the money to be given to him',
21. Lit., 'what was put in his hand as a third party'. The daughter's wish is to be disregarded and the trustee buys a field with it.
22. Lit., 'was not but'.
23. Not merely a sum of money with which to buy one.
24. Lit., 'behold it'.
25. Lit., 'from now', sc. from the moment she expressed her desire to sell it, and the same should apply where the trust consisted of a sum of money. The sum of money must consequently be at her disposal and she may give it to her husband if she desires to do so.
26. The point of this limitation is discussed in the Gemara *infra*.
27. The assumption being that the father wished the trustee to act only until his daughter's marriage.
28. V. *supra* p. 428, n. 16.
29. Tosef. Keth. VI. Cf. *supra* p. 428, n. 16.
30. R. Meir and R. Jose, i.e., does R. Meir in the Baraitha refer to a minor also or only to one who is of age?
31. Lit., 'yes'.
32. Lit., 'say'.
33. Of our Mishnah.
34. Since R. Jose gave as the reason for his ruling the consideration that she could have sold the field if she wished
35. Lit., 'yes'.
36. The final clause, then, would be superfluous
37. Lit., and thus he taught'.
38. Now, since R. Meir also admits that the act of a minor has no validity, his statement in the Baraitha cited that after marriage she is entitled to have her wish must refer to one who is of age and not to a minor. What, then, is the practical difference between R. Meir and R. Jose?
39. According to R. Meir her wish is to be ignored; according to R. Jose it is to be granted. Cf. *supra* p. 428, n. 14. As to a minor both agree that bet request is not to be

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granted even if she makes it after her marriage.

40. Scholar and merchant, a contemporary of R. Johanan. When the latter was appointed to the presidency of the college the former was away from his home town, engaged in the pursuit of his commercial enterprises. What follows happened on his return when he was told that had he devoted more time to his studies and less to commerce the presidency would have been offered to him. V. Ta'an. 21a.
41. Lit., suspended himself' (cf. Rashi Git. 32b, s.v. [H] Pesah. 68b, s.v. [H]).
42. Or sail-yard. Cf. Rashi. Other renderings: 'Sail, or mast of a boat', 'mast-yard', [H], GR. [G], (perhaps from rt. [H], 'to espy', hence 'espionage place') 'mast' or 'yard' (v. Jast.) [H] cf. Assyr. Makua, a kind of 'boat', 'mast' or 'sail-yard' (v. Rashi, a.l. and Git. 36a, Rashb. B.B. 161b); 'a ship' (Aruk). In the parallel passage. Ta'an 21a, the reading for [H] is [H] (of a ship).
43. To prove that despite has commercial undertakings he had not forgotten his studies.
44. These were regarded as the most authoritative of the Baraitha collections
45. Cf. p 430, n. 9.
46. Demanding Mishnaic authority for its rulings V. *infra* note 12.
47. Lying on his death bed, or setting out on a long journey.
48. Out of the estate he leaves behind.
49. For their maintenance
50. A *Sela'* two *Shekels*
51. Their father's mention of the smaller coin. it is assumed, was not meant to exclude the bigger one. All that he implied was that his children should be given no more than their actual weekly requirements.
52. Though they may be in need of more.
53. Whom he named.
54. Because in this case it is evident that it was his intention to economize as much as possible on the weekly maintenance of his children in order that the heirs he nominated might in due course receive as large an inheritance as possible.
55. That, though the children need more than their father had allowed them, the instructions of the deceased must be carried out.

Kethuboth 70a

It is that of R. Meir¹ who laid down that it is a religious obligation to carry out the instructions of a dying man.²

R. Hisda stated in the name of Mar 'Ukba: The law is that whether [the dying man] said, 'Give' or 'give no more',³ his children are to be given all that they require. But have we not, however, an established principle that the *Halachah* is in agreement with R. Meir who laid down that it is a religious obligation to carry out the instructions of a dying man? — This applies to other matters, but in this case [the father] is quite satisfied [that his children should be provided with all they need]; and in limiting their allowance,⁴ his object was⁵ to encourage them.⁶

We learned elsewhere: With regard to little children,⁷ their purchase is a valid purchase and their sale is a valid sale in the case of movable objects.⁸ Rafram explained: This has been taught in the case only where no guardian had been appointed,⁹ but where a guardian had been appointed neither their purchase nor their sale has any legal validity. Whence is this inferred? From the expression, THERE IS NO VALIDITY AT ALL IN THE ACT OF A MINOR. But might not the case where a trustee¹⁰ had been appointed be different?¹¹ — If so,¹² it should have been stated, 'IN THE CASE OF A MINOR, HOWEVER, a trustee must act in accordance with the conditions of his trust' what [then was the purpose of the expression,] THERE IS NO VALIDITY AT ALL IN THE ACT OF A MINOR? Hence it may be inferred [that the same law is applicable] in all cases.¹³

CHAPTER VII

MISHNAH. IF A MAN FORBADE HIS WIFE BY VOW TO HAVE ANY BENEFIT FROM HIM HE MAY, [IF THE PROHIBITION IS TO LAST] NOT MORE¹⁴ THAN THIRTY DAYS, APPOINT A STEWARD,¹⁵ BUT IF FOR A LONGER PERIOD HE MUST DIVORCE HER¹⁶ AND GIVE HER THE *KETHUBAH*. R. JUDAH RULED: IF HE WAS AN ISRAELITE¹⁷ HE MAY KEEP HER [AS HIS WIFE IF THE PROHIBITION WAS FOR] ONE MONTH, BUT MUST DIVORCE HER AND GIVE HER THE *KETHUBAH* [IF IT WAS FOR] TWO MONTHS.

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IF HE WAS A PRIEST¹⁸ HE MAY KEEP HER [AS HIS WIFE, IF THE PROHIBITION WAS FOR] TWO MONTHS,¹⁹ BUT MUST DIVORCE HER AND GIVE HER THE *KETHUBAH* [IF IT WAS FOR] THREE. IF A MAN FORBADE HIS WIFE BY VOW THAT SHE SHOULD NOT TASTE A CERTAIN FRUIT²⁰ HE MUST DIVORCE HER AND GIVE HER THE *KETHUBAH*. R. JUDAH RULED: IF HE WAS AN ISRAELITE¹⁷ HE MAY KEEP HER [AS HIS WIFE, IF THE VOW WAS FOR] ONE DAY, [BUT IF FOR] TWO DAYS HE MUST DIVORCE HER AND GIVE HER THE *KETHUBAH*. IF, HOWEVER, HE WAS A PRIEST¹⁸ HE MAY KEEP HER [AS HIS WIFE, IF THE VOW WAS FOR] TWO DAYS [BUT IF FOR] THREE HE MUST DIVORCE HER AND GIVE HER THE *KETHUBAH*. IF A MAN FORBADE HIS WIFE BY VOW THAT SHE SHOULD NOT MAKE USE OF A CERTAIN ADORNMENT²¹ HE MUST DIVORCE HER AND GIVE HER THE *KETHUBAH*. R. JOSE RULED: [THIS²² APPLIES] TO POOR WOMEN IF NO TIME LIMIT²³ IS GIVEN, AND TO RICH WOMEN [IF THE TIME LIMIT²³ IS] THIRTY DAYS.

GEMARA. Since, however, he²⁴ is under an obligation to [maintain] her²⁵ how can he forbid her by a vow [to have any benefit from him]? Has he then the power²⁶ to cancel his obligation? Surely we have learned: [If a woman said to her husband] 'Konam, if I do aught for your mouth' he need not annul her vow;²⁷ from which²⁸ it is evident that, as she is under an obligation to him,²⁹ she has no right to cancel her obligation,³⁰ similarly here, since he is under an obligation to [maintain] her he should have no right to cancel his obligation!³¹ — [This,] however, [is the right explanation:] As he³² is entitled to say to her,³³ 'Deduct [the proceeds of] your handiwork for your maintenance'³⁴

1. Expressed in our Mishnah by the ruling that despite the request of the daughter the trustee must carry out the instructions of her deceased father.
2. Cf. Git. 14b, 15a and 40a.
3. Cf. *supra* 69b ad fin.
4. Lit., 'and (as to) that which he said thus'.

5. Lit., 'he came'.
6. To lead a thrifty life and to make an effort to earn their livelihood.
7. Of the ages of nine and eight' (Rashi. a.l. s.v. [H]). 'six and seven' (Rashb. B.B. 155b, s.v. [H]).
8. Transactions in landed estate, however, may be made by such only as have produced signs of puberty or have attained the age of twenty, v. Git. 59a, 65a, B.B. i.e.
9. By a father or the court.
10. With definite instructions as to the use he was to make of the trust money.
11. From an ordinary guardian who is expected to use his own discretion in the best interests of the orphans. In the latter case the orphan's transaction might be deemed valid because it is not against their father's instructions and, being in the interest of the orphans, the guardian might well be presumed to have acquiesced.
12. That a distinction is to be drawn between a trustee with special instructions and an ordinary guardian.
13. Where there is a guardian, whose charge is somewhat similar to that of a trustee. Lit., 'even in the world'.
14. Lit., 'until'.
15. To supply his wife's maintenance.
16. I.e., if the woman demands her freedom.
17. Who, unlike a priest (v. Lev. XXI, 7), may remarry his divorced wife.
18. Cf. *supra* n. 4.
19. A priest was allowed more time in order to afford him a longer period of retracting before his divorce separates her from him for ever.
20. He confirmed a vow she had made to that effect (Rashi). Though he has no right to forbid his wife the eating or tasting of any foodstuffs he may, by keeping silent when she herself makes such a vow, confirm it; v. Num. XXX, 7ff. Others: He vowed to abstain from his wife should she taste a certain fruit; v. Isaiah Trani.
21. Cf. *supra* n. 7 mutatis mutandis.
22. That in the case of a vow against a wife's adornments, the husband must DIVORCE HER AND GIVE HER THE *KETHUBAH*.
23. To the duration of the vow.
24. A husband.
25. His wife.
26. Lit., 'all (power) as if from him?'
27. *Supra* 59a and notes.
28. Since no annulment is required.
29. A wife's handiwork belongs to her husband.
30. In consequence of which her vow is null and void and requires no annulment.
31. And his vow also should, therefore, be null and void.

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32. A husband.
33. His wife.
34. I.e., he would neither maintain her nor expect her to give him her handiwork (v. *supra* n. 8).

Kethuboth 70b

he [in making his vow] is regarded¹ as having said to her, 'Deduct [the proceeds of] your handiwork for your maintenance'.

If, however, one is to adopt the ruling R. Huna gave in the name of Rab, for R. Huna stated in the name of Rab: A wife may say to her husband, 'I would neither be maintained by, nor work [for you]', why should there be no need to annul [her vow] when she said 'Konam, if I do aught for your mouth'? Let it rather be said that as she is entitled to say, 'I would neither be maintained by nor work [for you]' she [in making her vow] might be regarded¹ as having said, 'I would neither be maintained by, nor work [for you]'?² — [The fact,] however, [is that] the explanation is not that 'he is regarded'³ but that he actually said to her, 'Deduct your handiwork for your maintenance.' If so,⁴ what need has she of a steward?⁵ — [She needs one] where [the proceeds of her handiwork] do not suffice.⁶ If, [however, her handiwork] does not suffice,⁷ our original question arises again!⁸ R. Ashi replied: [This is a case] where [her handiwork] suffices for major requirements but does not suffice for minor requirements.

How is one to understand these 'minor requirements'? If the woman is in the habit of having them, they are, surely, a part of her regular requirements,⁹ and if she is not used to them¹⁰ what need has she for a steward?¹¹ — [The law concerning a steward] is required only where she was used [to them] in her father's house but consented to dispense with them when with her husband.¹² In such a case she can say to him, 'Hitherto, before you forbade me by a vow [to have any benefit from you], I was willing to put up with your [mode of living], but now that you have forbidden me [to enjoy any benefit from you] I am not able to put up [any longer] with

your [mode of living]'. And wherein lies the difference [between a vow for more, and one for] NOT MORE THAN THIRTY DAYS? — [Within a period of] NOT MORE THAN THIRTY DAYS people would not become aware of it, and the matter would be no degradation to her; but after a longer period¹³ people would hear of it, and the matter would be degrading to her.

If you prefer I might reply: [His vow¹⁴ is valid] only if he vowed while she was merely betrothed to him.¹⁵ But has a betrothed woman, however, any claim to maintenance?¹⁶ — [Yes], if the time [for the celebration of the marriage] arrived and she was¹⁷ not married. For we have learned: If the respective periods expired¹⁸ and they were not married,¹⁹ they²⁰ are entitled to maintenance²¹ out of the man's estate, and [if he is a priest] may also eat *Terumah*.²² Wherein then lies the difference [between a vow for more, and one for] NOT MORE THAN THIRTY DAYS? — [During a period of] NOT MORE THAN THIRTY DAYS an agent²³ performs his mission; for a longer period no agent performs his mission.

And if you prefer I might reply: [The husband's vow²⁴ is valid] when he made it while she was betrothed to him and she was [afterwards] married. But if she was married [afterwards] she must obviously have understood her position and accepted it!²⁵ — [It is a case] where she pleaded, 'I thought I shall be able to bear it but now I cannot bear it'. But granted that such a plea²⁶ is properly admissible²⁷ in respect of bodily defects;²⁸ is it admissible, however, in respect of maintenance?²⁹ — Clearly, then, we can only explain as we explained at first.

HE MAY, [IF THE PROHIBITION IS TO LAST] NOT MORE THAN THIRTY DAYS, APPOINT A STEWARD. Does not the steward, however, act on his³⁰ behalf?³¹ — R. Huna replied: [Our Mishnah refers] to one who declared, 'Whoever will maintain [my wife] will not suffer any loss'.³² But, even if he spoke in such a manner, is not the steward

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acting on his behalf? Have we not learned: If a man who was thrown into a pit cried that whosoever should hear his voice should write a letter of divorce for his wife, [the hearers]³³ may lawfully³⁴ write, and deliver [it to his wife]?³⁵ — How now! there³⁶ the man said, 'should write';³⁷ but did the man here³⁸ say, 'should maintain'? All he said was, 'whoever will maintain'.³⁹

But surely R. Ammi said: In [the case of] a fire [breaking] out on the Sabbath⁴⁰ permission was given to make the announcement 'Whosoever shall extinguish it will suffer no loss'.⁴¹ Now what does [the expression] 'In a fire'⁴² exclude? Does it not exclude a case of this kind?⁴³ — No; [it was meant] to exclude other acts that are forbidden on the Sabbath.⁴⁴

Rabbah raised an objection: If a man is forbidden by a vow to have any benefit from another man, and he has nothing to eat [the other] may go to a shopkeeper with whom he is familiar and say to him, 'So-and-so is forbidden by a vow to have any benefit from me, and I do not know what to do for him'. [The shopkeeper] may then give to the one and recover the cost from the other.⁴⁵ Only such [a suggestion]⁴⁶ is permitted but not that of 'whoever will maintain [my wife] will not suffer any loss'?⁴⁷ — [The formula,] 'There is no question' is here implied:⁴⁸ There is no question [that a man may announce,] 'whoever will maintain [my wife] will not suffer any loss', since he is speaking to no one in particular;⁴⁹ but even in this case where, since he is familiar with him⁵⁰ and goes and speaks to him directly, [it might have been thought that his mere suggestion is] the same as if he had expressly told him,⁵⁰ 'You go and give him',⁵¹ hence we were taught [that this also is permitted].

[To revert to] the main text.⁵² If a man is forbidden by a vow to have any benefit from another man, and he has nothing to eat, [the other] may go to a shopkeeper with whom he is familiar and say to him, 'So-and-so is forbidden by a vow to have any benefit from

me, and I do not know what to do for him'. [The shopkeeper] may then give to the one and recover the cost from the other.⁵³ If his⁵⁴ house is to be built, his wall to be put up or his field to be harvested [the other] may go to laborers with whom he is familiar and say to them, 'So-and-so is forbidden by a vow to have any benefit from me, and I do not know what to do for him'. They may then work for him and recover⁵⁵ their wages from the other. If they were going on the same journey and the one had with him nothing to eat, [the other]⁵⁶ may give [some food] to a third⁵⁷ person as a gift and the first may take it [from that person] and eat it.⁵⁸ If no third person⁵⁷ is available, he⁵⁶ may put the food upon a stone or a wall, and say, 'Behold this is free⁵⁹ for all who desire [to take it]', and the other⁶⁰ may take it and eat it.⁶¹ R. Jose, however, forbids this.⁶² Raba said: What is R. Jose's reason? — [It is forbidden as] a preventive measure against

1. Lit., 'is made'.
2. And her vow should be valid. Why then has it been said that her husband 'need not annul her vow'?
3. Lit., 'do not say; be is made'.
4. That her handiwork is not taken away from her.
5. The proceeds of her handiwork could be spent on her maintenance.
6. To make up the legally prescribed sum (v. *supra* 64b).
7. And it is, therefore, still her husband's duty to maintain her in part.
8. How can he by his vow cancel an obligation that is incumbent upon him?
9. Lit., 'she is used to them'.
10. Being mere luxuries.
11. The husband, surely, is not expected to provide for such luxuries.
12. Lit., 'roll' with him', i.e., to put up with his mode of living.
13. Lit., 'more'.
14. That his wife shall not HAVE ANY BENEFIT FROM HIM.
15. When he is under no obligation to maintain her.
16. Certainly not (v. *supra* n. 13). What need then was there to state the obvious?
17. Lit., 'they were'. V. n. 2.
18. Lit., 'the time (for the respective marriages referred to *supra* 57a) arrived'.
19. Through the man's delay.

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20. The women mentioned.
21. In accordance with a Rabbinical ordinance.
22. Mishnah *supra* 57a. Since in such circumstances the man is Pentateuchally under no obligation to maintain his betrothed his vow forbidding her to have any benefit is valid; and as he is obliged to maintain her in accordance with Rabbinic law he must appoint a steward to look after her maintenance.
23. The steward appointed (v. our Mishnah).
24. V. *supra* p. 435, n. 12.
25. What claim then could she advance?
26. Mistaken judgment.
27. Lit., 'that we say so'.
28. Though a woman at first consented to live with the man who suffered from such defects she may subsequently plead that she underestimated her feeling and that now she cannot bear them (v. *infra* 77a). A woman may well be excused her first error of judgment in such circumstances.
29. No woman, surely, could plead that she was not aware that a person could live without food. As she has once accepted the disability she should not be entitled to change her mind.
30. The husband's.
31. Lit., 'do his mission'. The answer being in the affirmative, the question arises why his agent should be allowed to do on his behalf what he himself is not allowed to do.
32. He would reimburse him.
33. Though they have received no direct instructions.
34. Lit., 'behold these'.
35. Git. 66a; as if they had been agents who had received direct instructions from him. Similarly the steward spoken of in our Mishnah should be regarded as the husband's agent (v. *supra* p. 436, n. 15).
36. The case of divorce.
37. A definite instruction.
38. In the matter of maintenance.
39. This is not even an indirect instruction but a mere intimation. Anyone acting on such an intimation only cannot be regarded as agent.
40. When a Jew is forbidden to do any work himself or to instruct someone else, even a Gentile, to do it for him.
41. Shab. 121a.
42. Implying a fire only and not other cases.
43. A person's announcement concerning compensation for the maintenance of his wife whom he himself is forbidden to maintain, or any similar announcements which might lead someone to perform on behalf of that person what he himself is forbidden to do.
44. The sanctity of the Sabbath demands greater restrictions which need not be applied to other prohibitions such as those of vows for instance.
45. Ned. 43a. Lit., 'gives to him and comes and takes from this'.
46. Which is rather vague and non-committal.
47. Which is more explicit and a committal undertaking. An objection against R. Huna.
48. Lit., 'be (the Tanna of that Mishnah) said'.
49. Lit., 'to the world'.
50. The shopkeeper.
51. And, thereby becoming his virtual agent, he should, like himself, be forbidden to supply any provisions.
52. Of the citation from Ned. 43a.
53. V. *supra* p. 437, n. 14.
54. The man who is forbidden to have benefit from the other by a vow.
55. Lit., 'and come and take'.
56. Benefit from whom he is forbidden to derive.
57. Lit., 'another'.
58. Cf. *infra* n. 16.
59. Lit., 'they are ownerless property'.
60. V. *supra* note 9.
61. MS.M. omits [H] ('and it is permitted') which seems superfluous here as well as *supra*. V. *supra* n. 13.
62. V. Ned. 43a.

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[a repetition of] the incident of Beth Horon.¹

R. JUDAH SAID: IF HE WAS AN ISRAELITE HE MAY KEEP HER [AS HIS WIFE, IF THE PROHIBITION WAS FOR] ONE MONTH, etc. Is not this the same ruling as that of the first Tanna?² — Abaye replied: He³ came to teach us [the law concerning] a priest's wife.⁴ Raba replied: The difference between them is a full month⁵ and a defective month.⁶

Rab stated: This⁷ was taught only in the case of a man who specified [the period of the prohibition], but where he did not specify, he⁸ must divorce her immediately and give her the *Kethubah*. Samuel, however, stated: Even where the period was not specified [the husband] need not divorce her, since it is possible that he might discover some reason⁹ for [the remission of] his vow.¹⁰ But surely they¹¹ had once been in dispute upon this principle; for have we not learned, 'If a man forbade his wife by vow to have intercourse,

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Beth Shammai ruled: [She must consent to the deprivation for] two weeks; Beth Hillel ruled: [Only for] one week';¹² and Rab stated, 'They¹³ differ only in the case of a man who specified [the period of abstention] but where he did not specify the period he¹⁴ must divorce her forthwith and give her the *Kethubah*', and Samuel stated, 'Even where the period had not been specified the husband need not divorce her, since it might be possible for him to discover some reason¹⁵ for [the annulment of] his¹⁶ vow'?¹⁷ —

[Both disputes were] necessary. For if [their views] had been expressed in the former case¹⁸ it might have been assumed that only in that case did Rab maintain his view, since [the appointment] of a steward is not possible, but that in the latter case¹⁹ where [the appointment] of a steward is possible, he agrees with Samuel. And if [their views] had been stated in the latter case¹⁹ it might have been assumed that only in that case did Samuel maintain his view, since the appointment of a steward is possible. but that in the former case¹⁸ he agrees with Rab. [Hence both statements were] necessary.

We learned: IF A MAN FORBADE HIS WIFE BY VOW THAT SHE SHOULD NOT TASTE A CERTAIN FRUIT, HE MUST DIVORCE HER²⁰ AND GIVE HER THE *KETHUBAH*. Now according to Rab²¹ [there is no contradiction²² since] the latter²³ may apply to a man who did not specify [the period of the prohibition] and the former²³ to a man who did specify [the period]. According to Samuel,²⁴ however, a contradiction arises!²² —

Here we are dealing with a case, for instance, where the woman made the vow and he confirmed it;²⁵ R. Meir²⁶ holding the opinion that [the husband]²⁷ had himself put his finger between her teeth. But does R. Meir hold the principle, 'He has himself put his finger between her teeth'? Surely it was taught: If a woman made the vow of a nazirite²⁸ and her husband heard of it and did not annul it, she, said R. Meir and R.

Judah, has thereby put her own finger between her teeth. Therefore, if the husband wishes to annul her vow, he may do so. But if he²⁹ said, 'I do not want a wife who is in the habit of vowing'. she may be divorced without [receiving] her *Kethubah*. R. Jose and R. Eleazar said: He³⁰ has put his finger between her teeth. Therefore, if the husband wishes to annul her vow, he may do so. But if he³¹ said, 'I do not want a wife who is in the habit of vowing', he may divorce her but must give her the *Kethubah*!³² —

Reverse [the views]: R. Meir and R. Judah said: 'He has put'³³ and R. Jose and R. Eleazar said: 'She has put'.³⁴ But is R. Jose of the opinion that it is she who put?³⁴ Have we not learned: R. Jose ruled: [THIS³⁵ APPLIES] TO POOR WOMEN IF NO TIME LIMIT IS GIVEN?³⁶ — Read: R. Meir and R. Jose said, 'He has put';³³ R. Judah and R. Eleazar said, 'She has put'.³⁴ But does R. Judah uphold the principle of 'She put'?³⁴ Have we not learned: R. JUDAH RULED: IF HE WAS AN ISRAELITE HE MAY KEEP HER [AS HIS WIFE, IF THE VOW WAS FOR] ONE DAY?³⁷ — Read: R. Meir and R. Judah and R. Jose said, 'He put'.³³ and R. Eleazar said, 'She put'.³⁴ And should you find [some ground] for insisting that the names must appear in pairs,³⁸ then read: R. Meir and R. Eleazar said, 'She put',³⁹ and R. Judah and R. Jose said, 'He put';⁴⁰ and this anonymous Mishnah⁴¹ is not in agreement with R. Meir.

Is R. Jose, however, of the opinion that [THIS⁴² APPLIES] TO POOR WOMEN IF NO TIME LIMIT IS GIVEN; from which⁴³ it is evident that a husband has the right to annul⁴³ [such vows]?⁴⁴ This, surely, is incongruous [with the following]. These are the vows⁴⁵ which a husband may annul: Vows which involve an affliction of soul⁴⁶ [as, for instance, if a woman said, 'I vow not to enjoy the pleasure of bathing] should I bathe'⁴⁷ [or] 'I swear that⁴⁸ I shall not bathe', [or again, 'I vow not to make use of adornments] should I make use of an adornment',⁴⁷ [or] 'I swear that⁴⁸ I shall not

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make use of any adornments'. R. Jose said: These are not regarded as vows involving an affliction of soul;⁴⁹ and the following are vows that involve an affliction of soul: '[I swear] that I shall not eat meat' or 'that I shall not drink wine' or 'that I shall not adorn myself

1. V. Ned. Sonc. ed. p. 148f and notes.
2. Who also allowed a period of THIRTY DAYS.
3. R. Judah.
4. of which the first Tanna does not speak.
5. Consisting of thirty days.
6. Of twenty-nine days. According to R. Judah ONE MONTH is allowed irrespective of whether it is a full or a defective one. According to the first Tanna THIRTY DAYS are invariably allowed.
7. That for a period of thirty days a steward may be appointed.
8. Though his vow might be annulled by a competent authority by the end of the thirty days.
9. Lit., 'a door'.
10. V. *supra* p. 370. nn. 10-11.
11. Rab and Samuel.
12. *Supra* 61b.
13. Beth Shammai and Beth Hillel.
14. According to the opinion of both.
15. V. *supra* note 10.
16. V. *supra*. p. 370, n. 11
17. Why then should Rab and Samuel be in dispute upon the same principle here also?
18. The prohibition of intercourse.
19. The vow forbidding other benefits.
20. Forthwith.
21. Who draws a distinction between a specified and an unspecified period.
22. Between this ruling (immediate divorce) and the earlier Mishnah (allowing a certain period to pass).
23. Lit., 'here'.
24. Who, contrary to the view of Rab (v. *supra* n. 4), draws no distinction.
25. Since if she is willing to accept her *Kethubah* and leave him, she would not try to obtain the annulment of her vow. There is no advantage, therefore, in postponing the divorce. Where, however, he himself made the vow, the divorce is delayed in order to afford him an opportunity of discovering some ground for the remission of his vow.
26. Who is generally the author of an anonymous Mishnah.
27. By confirming her vow though he had the right to annul it.
28. V. Num. VI, 2ff.
29. Having once confirmed the vow.
30. V. *supra* p. 440, n. 10.
31. Having once confirmed the vow.
32. Which shows that R. Meir's view is that she and not he has put the finger between the teeth, where she makes the vow and he confirms it.
33. His finger between her teeth.
34. Her finger between her teeth.
35. That the husband must divorce her and give her the *Kethubah*.
36. This referring (as has been explained *supra*) to a vow the woman had made, it follows that according to R. Jose it is the husband who puts his finger between her teeth.
37. But if for more than ONE DAY he must divorce her and give her the *Kethubah*. This referring to a vow the woman has made, it follows that according to R. Judah also it is the husband who put his finger, etc. (v. *supra* n. 7).
38. Lit., 'to say: He taught in pairs'.
39. Her finger between her teeth.
40. V. *supra* note 3.
41. Which follows the principle that it is the husband who 'put his finger between her teeth'.
42. That a husband must divorce his wife and also give her the *Kethubah* if he has not annulled a vow she has made against the use of a certain adornment.
43. Since the husband is penalized (v. *supra* n. 13) for not annulling the vow.
44. I.e., those relating to a woman's adornments.
45. So MS.M. and separate edd. of the Mishnah. Cur. edd., 'things'.
46. V. Num. XXX, 14.
47. 'Up to a certain time'.
48. Lit., 'if'.
49. Hence they may not be annulled by a husband. V. Ned. Mishnah 79a; cf. however next note. [The passage that follows does not occur in the Mishnah Ned. 79a and the source of the whole citation is consequently, according to some commentators, said to be a Baraita (v. Shittah Mekubbezeth). Tosaf. however (s.v. [H]) on the basis of an entirely different text, omits this passage.]

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with colored garments'!¹ — Here² we are dealing with matters affecting their intimate relations.³ This explanation is satisfactory according to him who maintains that a husband may annul [vows on] matters affecting their intimate relations. — What, however, can be said [in explanation] according to him who maintains that a

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husband may not annul [such vows]? For it was stated:⁴ [As to vows on] matters affecting their intimate relations, R. Huna ruled: A husband may annul them; R. Adda b. Ahabah ruled: A husband may not annul them, for we do not find that a fox should die of the dust of his den!⁵ — The fact, however, is that we are here² dealing with a case, for instance, where she made her marital intercourse dependent upon her use of adornments, by saying, 'The enjoyment of your intercourse shall be forbidden to me should I ever make use of any adornment.'⁶ [This explanation] is in agreement with a ruling of R. Kahana.

For R. Kahana ruled, [If a woman said to her husband]. 'The enjoyment of my intercourse [shall be forbidden]⁷ to you', he may compel her to such intercourse;⁸ [if, however, she vowed,] 'The enjoyment of your intercourse [shall be forbidden]⁹ to me'¹⁰ he must annul [her vow]¹¹ because no person is to be fed with a thing that is forbidden to him.¹² But let her¹³ not adorn herself and consequently not be forbidden to him!¹⁴ — If so,¹⁵ she would be called, 'The ugly woman'.¹⁶ But then let her adorn herself and be forbidden [intercourse] either for two weeks, according to Beth Shammai¹⁷ or for one week according to Beth Hillel!¹⁸ — These¹⁹ apply only to a case where he [the husband] has forbidden her by a vow [to have intercourse with him], because [in such circumstances] she thinks 'He may have been angry with me'²⁰ and will later²¹ calm down'.²² Here, however, since she has made the vow and he remained silent,²³ she comes to the conclusion: 'Since he remained silent²³ he must indeed hate me'.²⁴

R. JOSE RULED: [THIS APPLIES] TO POOR WOMEN IF NO TIME LIMIT IS GIVEN. What is the TIME LIMIT?²⁵ — Rab Judah citing Samuel replied: Twelve months.²⁶ Rabbah b. Bar Hana citing R. Johanan replied: Ten years.²⁶ R. Hisda citing Abimi replied: A festival,²⁷ for²⁸ the daughters of Israel adorn themselves on a festival.

AND TO RICH WOMEN [IF THE TIME LIMIT IS] THIRTY DAYS. Why just²⁹ THIRTY DAYS? — Abaye replied: Because²⁸ a prominent woman enjoys the scent of her cosmetics for thirty days.³⁰

MISHNAH. IF A MAN FORBADE HIS WIFE³¹ BY VOW THAT SHE SHALL NOT GO TO HER FATHER'S HOUSE, AND HE³² LIVES WITH HER IN THE SAME TOWN, HE MAY KEEP [HER AS HIS WIFE, IF THE PROHIBITION WAS FOR] ONE MONTH; BUT IF FOR TWO MONTHS HE MUST DIVORCE HER AND GIVE HER ALSO THE *KETHUBAH*. WHERE HE, HOWEVER, LIVES IN ANOTHER TOWN, HE MAY KEEP [HER AS HIS WIFE, IF THE PROHIBITION WAS FOR] ONE FESTIVAL,³³ [BUT IF FOR] THREE³⁴ FESTIVALS, HE MUST DIVORCE HER AND GIVE HER ALSO HER *KETHUBAH*. IF A MAN FORBADE HIS WIFE BY VOW³⁵ THAT SHE SHALL NOT VISIT A HOUSE OF MOURNING OR A HOUSE OF FEASTING, HE MUST DIVORCE HER AND GIVE HER ALSO HER *KETHUBAH*, BECAUSE THEREBY HE HAS CLOSED [PEOPLE'S DOORS] AGAINST HER. IF HE PLEADS, HOWEVER, [THAT HIS ACTION] WAS DUE TO SOME OTHER CAUSE³⁶ HE IS PERMITTED [TO FORBID HER]. IF HE SAID TO HER: '[THERE SHALL BE NO VOW] PROVIDED THAT YOU TELL³⁶ SO-AND-SO WHAT YOU HAVE TOLD ME' OR 'WHAT I HAVE TOLD YOU' OR 'THAT YOU SHALL FILL³⁶ AND POUR OUT ON THE RUBBISH HEAP', HE MUST DIVORCE HER AND GIVE HER ALSO HER *KETHUBAH*.

GEMARA. This, surely, is self-contradictory. You said, HE MAY KEEP [HER AS HIS WIFE, IF THE PROHIBITION WAS FOR] ONE FESTIVAL, which implies that if it was for two festivals he must divorce her and give her also her *Kethubah*. But read the concluding clause, [IF FOR] THREE FESTIVALS HE MUST DIVORCE HER AND GIVE HER ALSO HER *KETHUBAH*, from which it follows, does it not, that if it was for two only he may keep [her as his wife]?³⁷ Abaye replied: The concluding clause refers to a priest's wife, and it

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represents the view of R. Judah.³⁸ Rabbah b. 'Ulla said: There is no contradiction, for one³⁹ refers to a woman who was anxious [to visit her parents home]⁴⁰ and the other applies to one who was not anxious.⁴¹

Then⁴² was I in his eyes as one that found peace,⁴³ R. Johanan⁴⁵ interpreted: like a bride⁴⁶ who was found faultless⁴⁷ in the house of her father-in-law⁴⁸ and she is anxious to go and tell of her success⁴⁹ at her paternal home.⁵⁰

And it shall be at that day, saith the Lord, that thou shalt call me Ishi,⁵¹ and shalt not call me Ba'ali,⁵² R. Johanan interpreted: Like a bride in the house of her father-in-law⁵³ and not like a bride in her paternal home.⁵⁴

IF A MAN FORBADE HIS WIFE BY VOW, etc. One can well understand that in respect [of her prohibition to enter] A HOUSE OF FEASTING

- Such vows only may be annulled by a husband. Now, in view of this ruling of R. Jose (v. *supra* n. 5), how could it be said that according to his opinion a husband may annul vows against the use of any adornments?
- In the case of adornments referred to by R. Jose in our Mishnah.
- Lit., 'things between him and her' (sc. husband and wife): a powder, for instance, for the removal of superfluous hair from unexposed parts of the body. A woman's abstention from the use of such kinds of cosmetics or adornments are regarded as things affecting their intimate relations and such vows may well be annulled by a husband, v. Ned. 79b.
- Ned. 81a.
- Proverb: i.e., one is not injured by an element to which one is accustomed. The husband being accustomed to his wife, cannot be harmed by her refusal to look after her body (as defined n. 8); 'pit' (Rashi) or 'rubble', 'loose ground' (Jast.). Since the intimate relations of husband and wife are not affected by such a vow, the husband has no right to invalidate them. How, then, can he be penalized in the case of the adornments spoken of in our Mishnah?
- The annulment of such a vow is within the right of a husband.
- By a vow.
- Because it is not within her power to make a vow against a duty that is incumbent upon her as a married woman.
- By a vow.
- Such a vow is within her power to make, since it relates to her own gratification.
- Though he is under no obligation to respect it.
- Cf. *supra* note 1.
- If according to R. Jose the only reason why a husband has the right to annul his wife's vows in connection with adornments (v. our Mishnah) is because she has made her marital intercourse dependent upon them.
- Why then is a husband entitled to annul such vows?
- If she were to dispense with her adornments.
- An insult which she would not be able to bear, and in consequence of which she would resume the use of adornments and thus affect her marital relationship. Cf. *supra* note 1.
- As in the case where a man forbade his wife by a vow to have intercourse with him (*supra* 61b).
- Why then has it been stated that HE MUST DIVORCE HER AND GIVE HER THE *KETHUBAH* forthwith?
- The respective rulings of Beth Shammai and Beth Hillel, which allow a certain period before a divorce can be enforced.
- When he made his vow.
- Lit., 'now'.
- And seek the help of an authority in obtaining its disallowance.
- And so confirmed it.
- She is, therefore, anxious to leave him at once. Hence the ruling in our Mishnah (cf. p. 443, n. 13).
- During which a wife must put up with the deprivation of her adornments, and be unable to demand a divorce.
- Only where the prohibition has been extended to a longer period can the husband be compelled to divorce his wife and to give her also her *Kethubah*.
- I.e., until the major festival next to the day on which the vow was made. The major festivals are Passover, Pentecost and Tabernacles.
- Lit., 'for so'.
- Lit., 'what is the difference?'
- If, therefore, the prohibition imposed upon her by the vow is for less than that period, she does not suffer much by the deprivation of her cosmetics.
- He confirmed a vow she had made to that effect. Though a husband has no right to impose such a vow upon his wife, he may confirm it by remaining silent when he hears that she has imposed such a vow upon herself; v. Num. XXX, 7ff; or, he vowed to abstain

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- from his wife should she go to her father's house; cf. *supra* p. 433, n. 7.
32. Her father. [Var. lec. 'IF THEY', v. Rashi].
 33. It was customary for daughters to visit their parents living in another town on the occasion of each major festival (v. p. 444, n. 7), and it was laid down that no hardship was involved if one such visit was omitted.
 34. The question of two is discussed *infra*.
 35. V. p. 444, n. 11.
 36. This is explained in the Gemara.
 37. How then are the two clauses to be reconciled?
 38. In the Mishnah *supra* 70a.
 39. Lit., 'here', the first clause which implies that if the prohibition is to last for two festivals the woman must be divorced and is to receive her *Kethubah*.
 40. [H], pass. particip. Kal of [H], 'to pursue', v. next note. In the first year of her married life a woman is anxious, as soon as the first festival after her marriage approaches, to pay a visit to her paternal home where she looks forward to the enjoyment of recounting her novel experiences in her husband's home. If she is prevented by a vow from paying the visit at the first festival she must be given the opportunity of paying a visit not later than at the second festival. Hence if the vow is for the first two festivals, she is entitled to a divorce and to her *Kethubah* also.
 41. Where she is homesick and always longing to visit her parents, two festivals are considered a hardship. If she shows no such signs of homesickness there is no hardship involved unless the inhibition is for at least three festivals (Rashi). Tosaf. s.v. it explains differently: A woman who failed to visit her paternal home on the occasion of the first festival after her marriage is presumed to be fairly indifferent to such visits, and to be suffering no undue hardship by postponing her visit for another two festivals.
 42. *Var. lec.*, according to Tosaf. 'for it is written, l'hen'.
 43. Cant. VIII, 10.
 44. *Var. lec.*, according to Tosaf. 'and R.', etc.
 45. *Var. lec* 'Jonathan'.
 46. Sc. a woman in the first year of her married life.
 47. [H] (lit.. 'whole', 'perfect') is of the same root as [H] (peace) in the text cited.
 48. Where she lives with her husband.
 49. Lit., 'her praise'
 50. Cf. *supra* p. 445, n. 8.
 51. [H], 'my husband', analogous to [H] 'matrimony', the term implying that the marital union between the parties is complete.

52. Hosea II, 18. [H] signifies 'my master', or 'my husband' in the sense that the man is lord over his wife.
53. I.e., after her marriage when her union with her husband is complete. (V. *supra* n. 10).
54. When her future husband is still her Ba'al (master) and not her Ish (husband). Israel's relation to God, the prophet assures the people, will be intimate like that of the first mentioned bride and not cautious, reserved and uncertain like that of the latter.

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the reason, HE HAS CLOSED [PEOPLE'S DOORS] AGAINST HER, is applicable;¹ what [point, however,] is there [in the reason,] HE HAS CLOSED [PEOPLE'S DOORS] AGAINST HER, in the case of A HOUSE OF MOURNING? — A Tanna taught: To-morrow she might die and no creature would mourn for her.² Others read: And no creature would bury her.³

It was taught: R. Meir used to say: What is meant by the Scriptural text, it is better to go to the house of mourning than to go to the house of feasting. for that is the end of all men, and the living will lay it to his heart,⁴ what, [I say, is meant by] And the living will lay it⁵ to his heart? The matters relating to death. [Let him realize] that if a man mourns for other people others will also mourn for him; if he buries other people others will also bury him; if he lifts up [his voice to lament] for others, others will [lift up their voices to lament] for him; if he escorts others [to the grave] others will also escort him; if he carries others [to their last resting place] others will also carry him.

IF, HOWEVER, HE PLEADS [THAT HIS ACTION] WAS DUE TO SOME OTHER CAUSE HE IS PERMITTED. What is meant by SOME OTHER CAUSE? — Rab Judah citing Samuel replied: On account of dissolute men who frequent that place. Said R. Ashi: This applies only where [the place] has gained such a reputation; where, however, it has not gained such reputation it is not within the power of the husband [to veto it].⁶

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IF HE SAID TO HER: '[THERE SHALL BE NO VOW] PROVIDED THAT YOU TELL [etc.]' [Why indeed] should she [not] tell it? — Rab Judah citing Samuel replied: [This refers to] abusive language.⁷

OR 'THAT YOU SHALL FILL AND POUR OUT ON THE RUBBISH HEAP'. [Why indeed] should she [not] do it? — Rab Judah citing Samuel replied: [Because the meaning of his request is] that she shall allow herself to be filled and then scatter it.⁸ In a Baraitha it was taught: [The man's request is] that she shall fill ten jars of water and empty them on to the rubbish heap. Now according to [the explanation] of Samuel one can well see the reason why HE MUST DIVORCE HER AND GIVE HER ALSO HER *KETHUBAH*; according to the Baraitha, however, [the difficulty arises] what matters it to her if she does it?⁹ — Rabbah b. Bar Hana citing R. Johanan replied: [She cannot be expected to do it] because she would appear like an imbecile.

R. Kahana stated: If a man placed his wife under a vow that she shall neither borrow nor lend a winnow, a sieve, a mill or an oven, he must divorce her and give her also her *Kethubah*, because [should she fulfill the vow] he would give her a bad name among her neighbors. So it was also taught in a Baraitha: If a man placed his wife under a vow that she shall neither borrow nor lend a winnow, a sieve, a mill or an oven, he must divorce her and give her also her *Kethubah*, because [should she comply with his desire] he would give her a bad name among her neighbors. Similarly if she vowed that she shall neither borrow nor lend a winnow, a sieve, a mill or an oven, or that she shall not weave beautiful garments for his children, she may be divorced without a *Kethubah*, because [by acting on her wishes] she gives him a bad name among his neighbors.

MISHNAH. THESE ARE TO BE DIVORCED WITHOUT RECEIVING THEIR KETHUBAH: A WIFE WHO TRANSGRESSES THE LAW OF MOSES OR [ONE WHO TRANSGRESSES]

JEWISH PRACTICE. AND WHAT IS [REGARDED AS A WIFE'S TRANSGRESSION AGAINST] THE LAW OF MOSES? FEEDING HER HUSBAND WITH UNTITHED FOOD,¹⁰ HAVING INTERCOURSE WITH HIM DURING THE PERIOD OF HER MENSTRUATION,¹¹ NOT SETTING APART HER DOUGH OFFERING,¹² OR MAKING VOWS AND NOT FULFILLING THEM.¹³ AND WHAT [IS DEEMED TO BE A WIFE'S TRANSGRESSION AGAINST] JEWISH PRACTICE? GOING OUT WITH UNCOVERED HEAD,¹⁴ SPINNING IN THE STREET¹⁵ OR CONVERSING WITH EVERY MAN. ABBA SAUL SAID: [SUCH TRANSGRESSIONS INCLUDE] ALSO THAT OF A WIFE WHO CURSES HER HUSBAND'S PARENTS IN HIS PRESENCE. R. TARFON SAID: ALSO ONE WHO SCREAMS. AND WHO IS REGARDED A SCREAMER? A WOMAN WHOSE VOICE CAN BE HEARD BY HER NEIGHBOURS WHEN SHE SPEAKS INSIDE HER HOUSE.¹⁶

GEMARA. FEEDING HER HUSBAND WITH UNTITHED FOOD. How are we to understand this? If the husband knows [the fact],¹⁷ let him abstain; if he does not know [it],¹⁷ how did he discover it? — [This ruling was] required in the case only where she told him, 'So-and-so the priest has ritually prepared for me the pile of grain',¹⁸ and he went and asked him and her statement was found to be untrue.

HAVING INTERCOURSE WITH HIM DURING THE PERIOD OF HER MENSTRUATION. How are we to understand this? If he was aware of her [condition] he could have abstained, if he was not aware [of it]¹⁹ he should still rely upon her, for R. Hinena b. Kahana stated in the name of Samuel: Whence is it deduced that the menstruant herself may [be relied upon to] count [correctly]?²⁰ From the Scriptural statement, Then she shall number to herself²¹ seven days,²² 'Lah means to herself.'²³ — It was required in the case only where she said to her husband, 'So-and-so the sage told me that the blood was clean',²⁴ and when her husband went and asked him it was found

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that her statement was untrue. If you prefer I might reply on the lines of a ruling of Rab Judah who said: If a woman was known²⁵ among her neighbors to be a menstruant her husband²⁶ is flogged on her account for [having intercourse with] a menstruant.²⁷

NOT SETTING APART THE DOUGH OFFERING. How is this to be understood? If the husband was aware [of the fact] he should have abstained [from the food]; if he was not aware [of it at the time] how does he know it now? — [The ruling is to be understood as] required in the case only where she said to him. 'So-and-so the baker²⁸ has ritually prepared the dough²⁹ for me' and when the husband went and asked him her statement was found to be untrue.

OR MAKING VOWS AND NOT FULFILLING THEM; for the Master stated: One's children die on account of the sin of making vows,³⁰ as it is said in Scripture. Suffer not thy mouth to cause thy flesh to sin, etc. [wherefore should God be angry at thy voice, and destroy the work of thine hands],³¹ and what is the work of a man's hands? You must say: His sons and his daughters. R. Nahman³² said, [It³³ may be inferred] from the following: In vain have I smitten your children;³⁴ 'In vain' implies, on account of vain utterances.³⁵

It was taught: R. Meir said, Any man who knows that his wife makes vows and does not fulfill them should impose vows upon her again. [You say] 'Should impose vows upon her [again]?' Whereby would he reform her?³⁶ — But [say] he should provoke her again in order that she should make her vow in his presence³⁷ and he would [thus be able to] annul it.³⁸ They, however, said to him: No one can live with a serpent in the same basket.³⁹

It was taught: R. Judah said. Any husband who knows that his wife does not [properly] set apart for him the dough offering should set it apart again after her. They, however, said to him: No one can live with a serpent in

the same basket.⁴⁰ He who taught it⁴¹ in connection with this case⁴² [would apply it] with even greater force to the other case;⁴³ he, however, who taught it in connection with the other case [applies it to that case only]⁴⁴ but [not to this one,⁴² because]⁴⁵ it might sometimes happen that he would eat.⁴⁶

AND WHAT [IS DEEMED TO BE A WIFE'S TRANSGRESSION AGAINST] JEWISH PRACTICE? GOING OUT WITH UNCOVERED HEAD. [Is not the prohibition against going out with] an uncovered head Pentateuchal;⁴⁷ for it is written, And he shall uncover the woman's head,⁴⁸ and this, it was taught at the school of R. Ishmael, was a warning to the daughters of Israel that they should not go out with uncovered⁴⁹ head?⁵⁰ — Pentateuchally

1. By the confirmation of such a vow he deprives her of social enjoyments and relaxation.
2. As she had not participated in the mourning for others.
3. [H] v. Tosef. Keth. VII and cf. *supra* n. 1 *mutatis mutandis*. Aliter: 'And none will care for her' (Jast.) [H] (rt. [H] 'to hide', or 'to care for').
4. Eccl. VII, 2.
5. Emphasis on it.
6. Lit. 'not as if all (the power) is from him'.
7. Lit., 'words of shame'.
8. Euphemism for vigorous exercise after intercourse in order to prevent conception.
9. Lit., 'let her do it'.
10. V. Num. XVIII, 21ff.
11. V. Lev. XVIII, 19.
12. V. Num. XV, 19ff.
13. V. Deut. XXIII, 22.
14. Aliter: With hair loose or unbound.
15. This is explained in the Gemara.
16. This is explained in the Gemara.
17. When the food is given to him.
18. Sc. he has received his priestly dues. Asheri, Tur and Shulhan 'Aruk omit 'priest'. Any person, by setting apart the priestly and Levitical dues, might ritually prepare the grain.
19. At the time.
20. The prescribed number of the days of her uncleanness.
21. [H].
22. Lev. XV, 28.
23. I.e., she may be implicitly trusted to count correctly. What need was there for the ruling in our Mishnah?

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24. That it was not menstrual.
25. By her habit or the like.
26. If he had intercourse with her after he had been duly cautioned.
27. Kid. 80a. Our Mishnah would thus refer to a case where the neighbors informed the husband of the facts after the event.
28. Lit., 'kneader'.
29. I.e., he has duly set apart the dough offering.
30. And not fulfilling them nor applying for their disallowance.
31. Eccl. V, 5.
32. Var., 'R. Nahman b. Isaac' (Shab. 32b).
33. The penalty for the sin of vows.
34. Jer. II, 30.
35. Vows made but not fulfilled.
36. The imposition of an additional vow would hardly induce her to fulfill her former vows or change her habits.
37. [H] (Hif. of [H] may bear this meaning, 'he shall cause her (by his provocation) to vow', as also the previously assumed meaning, 'he shall cause her to be under (sc. impose upon her) a vow'.
38. And so avoid the necessity of divorcing her.
39. Proverb; if it is the woman's habit to make vows and to break them it is practically impossible for her husband to be always on the look out to invalidate them. She would, despite all vigilance, manage to make vows of which he would remain ignorant. He is entitled, therefore, to insist on divorcing her.
40. Cf. p. 450, n. 12 *mutatis mutandis*.
41. R. Judah's ruling which aims at avoiding a divorce.
42. The dough offering.
43. Vows. A transgression in connection with these (which are not common) is much less likely than in connection with the dough offering which has to be given from every dough that is made. If, according to R. Judah, divorce should be avoided in the latter case how much more so in the former.
44. Cf. *supra* n. 4.
45. Owing to the frequency of bread baking.
46. Bread, the dough offering from which had not been set apart. As one is more likely to commit a transgression in this case R. Judah would not seek to avoid a divorce.
47. Why then is it here described as one of mere Jewish practice?
48. Num. V. 18 (v. A.V.) R.V. and A.J.V. render 'And let the hair of the woman's head go loose'.
49. Cf. *supra* n. 9.
50. Why then was this described as traditional Jewish practice?

Kethuboth 72b

it is quite satisfactory [if her head is covered by] her work-basket;¹ according to traditional Jewish practice, however, she is forbidden [to go out uncovered] even with her basket [on her head].

R. Assi stated in the name of R. Johanan: With a basket [on her head a woman] is not guilty of² [going about with] an uncovered head. In considering this statement, R. Zera pointed out this difficulty: Where [is the woman assumed to be]?³ If it be suggested, 'In the street', [it may be objected that this is already forbidden by] Jewish practice;⁴ but [if she is] in a court-yard³ [the objection may be made that] if that were so⁵ you will not leave our father Abraham a [single] daughter who could remain with her husband!⁶ — Abaye, or it might be said, R. Kahana, replied: [The statement refers to one who walks] from one courtyard into another by way of an alley.⁷

SPINNING IN THE STREET. Rab Judah stated in the name of Samuel: [The prohibition applies only] where she exposed her arms to the public. R. Hisda stated in the name of Abimi: [This applies only] where she spins rose [colored materials, and holds them up] to her face.⁸

CONVERSING WITH EVERY MAN. Rab Judah stated in the name of Samuel: [This refers only to one] who jests with young men.

Rabbah b. Bar Hana related: I was once walking behind R. 'Ukba when I observed an Arab woman who was sitting, casting her spindle and spinning a rose [colored material which she held up] to her face.⁹ When she saw us she detached the spindle [from the thread], threw it down and said to me, 'Young man, hand me my¹⁰ spindle'. Referring to her¹¹ R. 'Ukba made a statement. What was that statement? — Rabina replied: He spoke of her as a woman **SPINNING IN THE STREET.** The Rabbis

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said: He spoke of her as one CONVERSING WITH EVERY MAN.

ABBA SAUL SAID: [SUCH TRANSGRESSIONS INCLUDE] ALSO THAT OF A WIFE WHO CURSES HER HUSBAND'S PARENTS IN HIS PRESENCE. Rab Judah said in the name of Samuel: [This¹² includes also] one who curses his parents in the presence of his offspring;¹³ and your mnemonic sign¹⁴ is, *Ephraim and Manasseh*,¹⁵ even as *Reuben and Simeon*,¹⁶ shall be mine.¹⁷ Rabbah¹⁸ explained:¹⁹ When she said²⁰ in the presence of her husband's son, 'May a lion devour your grandfather'.²¹

R. TARFON SAID: ALSO ONE WHO SCREAMS. What is meant by a screamer? — Rab Judah replied in the name of Samuel: One who speaks aloud²² on marital matters. In a Baraitha it was taught: [By screams was meant a wife] whose voice²³ during her intercourse in one court can be heard in another court. But should not this, then,²⁴ have been taught in the Mishnah²⁵ among defects?²⁶ — Clearly we must revert to the original explanation.²⁷

MISHNAH. IF A MAN BETROTHED A WOMAN ON CONDITION THAT SHE WAS NOT SUBJECT TO ANY VOWS AND SHE WAS FOUND TO BE UNDER A VOW,²⁸ HER BETROTHAL IS INVALID. IF HE MARRIED HER²⁹ WITHOUT MAKING ANY CONDITIONS AND SHE WAS FOUND TO BE UNDER A VOW,²⁸ SHE MAY BE DIVORCED WITHOUT RECEIVING HER *KETHUBAH*. [IF A WOMAN WAS BETROTHED] ON CONDITION THAT SHE HAS NO BODILY DEFECTS, AND SHE WAS FOUND TO HAVE SUCH DEFECTS, HER BETROTHAL IS INVALID. IF HE MARRIED HER WITHOUT MAKING ANY CONDITIONS AND SHE WAS FOUND TO HAVE BODILY DEFECTS, SHE MAY BE DIVORCED WITHOUT A *KETHUBAH*. ALL DEFECTS WHICH DISQUALIFY PRIESTS³⁰ DISQUALIFY WOMEN ALSO.³¹

GEMARA. We have [in fact] learned [the same Mishnah] also in [the Tractate] *Kiddushin*.³² [But] here³³ [the laws]³⁴ were required [in respect of] *Kethuboth*,³⁵ and the laws concerning betrothal³⁶ were stated on account of those of the *Kethubah*; there³⁷ the laws in respect of betrothal were required, and those concerning *Kethuboth*³⁴ were stated on account of those of betrothal.

R. Johanan said in the name of R. Simeon b. Jehozadak: They³⁸ spoke only of the following vows. That she would not eat meat, that she would not drink wine or that she would not adorn herself with colored garments. So it was also taught elsewhere: They spoke of such vows as involve an affliction of the soul, [namely,] that she would not eat meat, that she would not drink wine or that she would not adorn herself with colored garments.

In dealing with this subject R. Papa raised this difficulty: What does it³⁹ refer to? If it be suggested [that it refers] to the first clause⁴⁰ [it might be retorted that] since the husband objects [to vows] even other kinds of vows⁴¹ Should also be included! — [It refers] only to the final clause.⁴² R. Ashi said: It may in fact refer to the first clause,⁴⁰ but in respect of the vows to which people usually take exception⁴³ his objection is valid;⁴⁴ respect of vows to which people do not as a rule take exception his objection has no validity.

It was stated: If a man betrothed a woman on condition [that she was under no vow] and married her without attaching any conditions, it is necessary, Rab ruled, that she⁴⁵ shall obtain from him a letter of divorce; and Samuel ruled: It is not necessary for her to obtain a letter of divorce from him.⁴⁶ Said Abaye:

1. [H] or [H] calathus, 'a woven vase-shaped basket'.
2. Lit., 'there is not in her'.
3. When her head is covered by her basket only.
4. Spoken of in our Mishnah. What need then was there for R. Johanan's statement?

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5. That otherwise the law of 'uncovered head' applies also in a court-yard.
6. Since all married women go about in their court-yards with uncovered heads.
7. Into which the two courts open out. An alley, since fewer people frequent it, would not have been included in the restrictions spoken of in our Mishnah in respect of a public street, yet it is not considered sufficiently private to allow the woman to go about there with 'uncovered head'. Hence the necessity for the specific ruling of R. Johanan.
8. That it might reflect the rose color. [H] 'rose'. (V. Tosaf s.v. [H]). *Aliter*: 'Spins with a rose in her hair', reading [H] 'and a rose' (Maim.). *Aliter*: 'Spins with the thread lowered in front of her face' (euphemism), reading [H] rt. [H], 'to flatten', 'lower' (Rashi). *Var. lec.* [H] (rt. [H]) 'to go down', 'descend' (cf. Jast. and Golds.).
9. Cf. *supra* n. 4.
10. Reading [H] (Aruch). Cur. edd., [H].
11. Lit., 'on her' or 'it'.
12. The expression [H] ... [H] WHO CURSES. ... IN HIS PRESENCE.
13. MS.M. [H] Cur. edd. [H].
14. To aid in the recollection that one's offspring is like oneself.
15. Jacob's grandchildren.
16. His own children.
17. Gen. XLVIII, 5.
18. Var., 'Raba'.
19. The cursing of which Samuel spoke.
20. [V. Tosaf. s.v. [H] cur. edd. add 'to him'].
21. V. Rashi, and Tosaf. *loc. cit.*
22. Lit., 'makes her voice heard'.
23. Her screams of pain caused by the copulation.
24. Since her screaming is due to a bodily defect.
25. *Infra* 77a.
26. Of course it should. Such a case in our Mishnah is out of place.
27. That given in the name of Samuel.
28. Lit., and vows were found upon her'.
29. Lit., 'he took her, in (his house)'. It will be explained *infra* whether this does or does not refer to the preceding case.
30. From the Temple service (cf. Lev. XXI, 17ff).
31. From marriage. If such a woman married she may be divorced without a *Kethubah*.
32. In Kid. 50a.
33. Since our tractate is dealing with the laws of *Kethubah*.
34. DIVORCED WITHOUT A KETHUBAH (bis).
35. Plural of *Kethubah*.
36. HER BETROTHAL IS INVALID.
37. In the tractate of Kid. 50a.
38. The Rabbis in our Mishnah.
39. The definition of vows given in the name of R. Simeon b. Jehozadak.

40. Where the husband explicitly expressed his objection to betroth a woman who was under a vow.
41. Lit., 'all words', 'things'.
42. Where the husband had made no conditions.
43. Such as those mentioned in R. Simeon b. Jehozadak's definition.
44. And the betrothal, therefore, is invalid.
45. If it was found that she was under a vow, and the man consequently refuses to live with her.
46. Cf. Yeb. 110a.

Kethuboth 73a

It must not be suggested that Rab's reason¹ is that, because the man has married her without attaching any conditions, he has entirely dispensed with his former condition.² Rab's reason rather is that no man treats his intercourse as a mere act of prostitution.³

Surely they⁴ once disputed on such a principle.⁵ For it was stated: Where [an orphan] minor⁶ who did not⁷ exercise her right of *Mi'un*⁸ and who, when she came of age, left⁹ [her husband]¹⁰ and married [another man], Rab ruled: She requires no letter of divorce from her second husband,¹¹ and Samuel ruled: She requires a letter of divorce from her second husband!¹² — [Both disputes were] necessary. For if the latter¹³ only had been stated, it might have been assumed that Rab adhered to his opinion¹⁴ in that case only because no condition was attached [to the betrothal],¹⁵ but that in the former case,¹⁶ where a condition was attached [to the betrothal],¹⁷ he agrees with Samuel.¹⁸ And if the former case¹⁶ only had been stated, it might have been assumed that in that case only¹⁹ did Samuel maintain his view²⁰ but that in the latter¹³ he agrees with Rab.²¹ [Hence both were] required.

We have learned: IF HE MARRIED HER WITHOUT MAKING ANY CONDITION AND SHE WAS FOUND TO BE UNDER A VOW, SHE MAY BE DIVORCED WITHOUT RECEIVING HER *KETHUBAH* [which²² implies that] it is only her *Kethubah* that she cannot claim but that she nevertheless requires a letter of divorce. Now

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does not this²³ refer to one who has betrothed a woman on condition [that she was under no vow]²⁴ and married her without making any condition?²⁵ This then²⁶ represents an objection against Samuel!²⁷

1. For regarding the marriage as valid.
2. And consequently he must not only divorce her but must give her her *Kethubah* also.
3. The consummation of the marriage was, therefore, a legal act necessitating a divorce for its annulment. In respect of the monetary obligation, however, the man still adheres to his original condition which she did not fulfill, and he cannot consequently be expected to give her also her *Kethubah*.
4. Rab and Samuel.
5. I.e., whether intercourse after a conditional betrothal (the case spoken of *supra* 72b), or a legally imperfect marriage or betrothal (the case cited *infra* from Yeb. 109b) has the force of a valid and proper marriage to require the divorce for its annulment.
6. Who was given in marriage by her mother or brothers.
7. While she was still in her minority.
8. V. [Glos.](#)
9. Lit., 'stood up'.
10. With whom she had intercourse after she had come of age.
11. Because, according to Rab, her second marriage was null and void owing to the *Kinyan* (v. [Glos.](#)) effected by the intercourse of the first husband when she came of age. (V. *supra* n. 12). Being well aware that the original marriage which took place during the woman's minority had no legal force, the man is presumed to have intended his intercourse after she had attained her majority to effect the required legal *Kinyan* of marriage.
12. Yeb. 109b; because any act of intercourse on the part of the first husband, even after the woman had attained her majority, was carried out in reliance on the original betrothal which, having taken place while she was a minor, had no validity. Her betrothal to the second is, therefore, valid and must be annulled by a proper divorce. Though it may be added, Samuel admits that she is prohibited to the second husband, having regard to the fact that she did not exercise her right until she reached her majority (v. Nid. 52a). This prohibition is nevertheless only Rabbinical and consequently has no bearing on the question of the divorce, the purpose of which is to sever a union which is Pentateuchally binding. According to Rab, however, (v. *supra* p. 455, n. 13) the prohibition of the woman to her second

husband is not merely Rabbinical but is, in fact, Pentateuchal. Why then should Rab and Samuel dispute on the same principle twice?

13. Lit., 'that', the dispute in the case of the minor, cited from Yeb. 109b.
14. That the intercourse of the first husband is regarded as a *Kinyan*.
15. And the husband may, therefore, be presumed to be anxious to give to the union all the necessary validity of a proper marriage (cf. *supra* p. 455, n. 13).
16. That stated *supra* 72b.
17. And the husband naturally believes that the woman, since she consented to the marriage, was in a position to fulfill it.
18. That, as it never occurred to the husband (v. *supra* n. 5) that his original betrothal was in any way invalid, and as he did not, therefore, betroth her by subsequent cohabitation, no divorce is required.
19. Since a condition was attached to the original betrothal.
20. That the marriage, owing to its dependence on the original condition, is invalid.
21. That, since no conditions were made, the intercourse of the first husband after her attaining majority has the validity of a *Kinyan*, and no divorce from the second is required.
22. Since the *Kethubah* was excluded and not the letter of divorce.
23. The second clause of our Mishnah.
24. I.e., the case spoken of in the first and previous clause, the second clause of the Mishnah being dependent on the first.
25. Which is the case in dispute between Rab and Samuel.
26. The answer being apparently in the affirmative, and the implication being that a divorce is required.
27. Who ruled (*supra* 72b ad. fin.) that no divorce is necessary.

Kethuboth 73b

— No; [this¹ refers to one who] betrothed her without attaching a condition and also married her without attaching a condition.² If, however, one betrothed a woman on a certain condition and subsequently married her without attaching a condition would she, [according to our Mishnah], indeed³ require no divorce?⁴ If so, then, instead of stating, IF A MAN BETROTHED A WOMAN ON THE CONDITION THAT SHE WAS NOT SUBJECT TO ANY VOWS AND SHE WAS FOUND TO BE UNDER A VOW, HER

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BETROTHAL IS INVALID,⁵ it should rather have been stated: If a man married a woman without attaching a condition and she was found to be under a vow, her betrothal is invalid, and [it would be evident, would it not, that this⁶ applies] even more so to the former?⁷ —

It is really this reading that was meant:⁸ IF A MAN BETROTHED A WOMAN ON THE CONDITION THAT SHE WAS NOT SUBJECT TO ANY VOWS, and then he married her without making any conditions, AND SHE WAS FOUND TO BE UNDER A VOW, HER BETROTHAL IS INVALID; if, however, he betrothed her without making any conditions and also MARRIED HER WITHOUT MAKING ANY CONDITIONS, SHE MAY BE DIVORCED WITHOUT RECEIVING HER *KETHUBAH*; it is only her *Kethubah* that she cannot claim but it is necessary for her to obtain a divorce. But why has she no claim to her *Kethubah*? Because, [apparently], he⁹ could plead, 'I do not want a wife that is in the habit of making vows',¹⁰ but if that is the case there should be no need for her to obtain a divorce either!¹¹ —

Rabbah replied: It is only according to Rabbinical law that she requires a divorce. So also said R. Hisda: It is only in accordance with the Rabbinical law that she requires a divorce. Raba replied: The Tanna¹² was really in doubt.¹³ [Hence he adopted] the lenient view in monetary matters¹⁴ and the stricter one¹⁵ in the case of prohibitions.¹⁶

Rabbah stated: They¹⁷ differ only in the case of an error¹⁸ [affecting] two women,¹⁹ but where an error [affects] one woman²⁰ all agree²¹ that she requires no divorce from him.²² Said Abaye:²³ But our Mishnah, surely, is one which [has been assumed²⁴ to refer to] an error [affecting] one woman but was nevertheless adduced as an objection!²⁵ If, however, such a statement was made at all it must have been made in this form: Rabbah stated: They²⁶ differ only in the case of an error [affecting] a woman [who is in a

position] similar [to that of one of] two women,²⁷ but in the case of an error [affecting] merely one woman²⁸ all agree²⁹ that she requires no divorce from him.³⁰

Abaye raised an objection against him:³¹ If a man betrothed a woman in error³² or [with something worth] less than a *Perutah*,³³ and, similarly, if a minor betrothed a woman, even if any [of them] has subsequently sent presents³⁴ [to the woman], her betrothal is invalid,³⁵ because he has sent these gifts on account of the original betrothal.³⁶ If, however, they³⁷ had intercourse they have thereby effected legal *Kinyan*. R. Simeon b. Judah in the name of R. Ishmael said: Even if they had intercourse they effect no *Kinyan*.³⁸ Now here, surely, it is an error [affecting] only one woman and they³⁹ nevertheless differ. Would you not [admit that by 'error' is meant] an error in respect of vows?⁴⁰ —

No; [what was meant is] an error in respect of that which was worth less than a *Perutah*.⁴¹ — But was not 'less than a *Perutah*' explicitly mentioned: 'If a man betrothed a woman in error or [with something worth] less than a *Perutah*'?⁴² — [The latter part is] really an explanation [of the former:] What is meant by 'If a man betrothed a woman in error'? If, for instance, he betrothed her with 'something worth less than 'a *Perutah*'.

On what principle do they⁴³ differ?⁴⁴ — One Master⁴⁵ holds the view that everyone is aware that with less than the value of a *Perutah* no betrothal can be effected, and consequently any man having intercourse [after such an invalid act] determines [to do so] for the purpose of betrothal. The other Master,⁴⁶ however, holds the view that not everyone is aware that with less than the value of a *Perutah* no betrothal can be effected, and when a man has intercourse [after such an act⁴⁷ he does so] in reliance on his first betrothal.⁴⁸

He raised [another] objection against him:⁴⁹ [If a man said to a woman,] 'I am having intercourse with you on the condition that my

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father will consent',⁵⁰ she is betrothed to him even if his father did not consent. R. Simeon b. Judah, however, stated in the name of R. Simeon, If his father consented she is betrothed but if his father did not consent she is not betrothed.⁵¹ Now here, surely, it is a case similar to that of an error affecting one woman⁵² and they⁵³ nevertheless differ!⁵⁴ — They differ in this case⁵⁵ on the following points.⁵⁶ One Master⁵⁷ holds the opinion that [the expression] 'On the condition that my father consents' implies, 'On condition that my father will remain silent', and [the betrothal is valid] because, surely, his father remained silent. And the other Master⁵⁸ holds the opinion [that the meaning of the expression is] that his father will say, 'yes', and [the betrothal is invalid] because his father in fact did not say, 'yes'.

He raised [a further] objection against him.⁵⁹ The Sages agree with R. Eliezer⁶⁰ in respect of a minor whom her father had given in marriage and who was divorced,⁶¹ [in consequence of which] she is regarded as an 'orphan' in her father's lifetime,⁶² and who was then remarried,⁶³ that she must perform *Halizah*⁶⁴ but may not⁶⁵ contract the levirate marriage because her divorce was a perfectly legal divorce,⁶⁶ but her remarriage was not a perfectly legal remarriage.⁶⁷ This,⁶⁸ however, applies only where he⁶⁹ divorced her while she was a minor⁷⁰ and remarried her while she was still a minor;⁷¹ but if he⁷² divorced her while she was a minor⁷³ and remarried her while she was still a minor and she became of age while she was still with him, and then he died,⁷⁴ she must either perform *Halizah* or contract the levirate marriage.⁷⁵

1. The second clause of our Mishnah.
2. I.e., the second clause of our Mishnah is not dependent on the first one.
3. Lit., 'thus'.
4. This would seem to follow from the interpretation of our Mishnah just advanced on behalf of Samuel.
5. A form of expression which, omitting all reference to marriage, might imply that if she was subsequently married unconditionally a divorce is required.

6. That the betrothal is invalid and that consequently no divorce is required.
7. The case enunciated in the present form of our Mishnah where the betrothal was not followed by marriage.
8. Lit., 'thus also he said'.
9. Should he be ordered to pay the *Kethubah*.
10. And her betrothal is, therefore, invalid as if the man had advanced such a plea at the actual time of the betrothal.
11. Cf. p. 457, n. 10. Rab's view that 'no man treats his intercourse as a mere act of prostitution' (*supra* 73a) cannot be advanced here in reply, since Samuel, whose views are the subject of the present discussion, does not admit it.
12. Of our Mishnah.
13. As to 'whether the presumption that, as a rule, one does not want to live with a wife who is in the habit of making vows is sufficient reason for regarding the betrothal of such a woman as null and void.
14. I.e., the *Kethubah*. As the woman's claim to it is of a doubtful nature, her husband who is the possessor of the money cannot be made to pay it.
15. That a divorce is necessary if she wishes to remarry.
16. It is forbidden to live with another man's wife.
17. Rab and Samuel, *supra* 72b, ad fin.
18. I.e., the man believed that the woman was under no vow while in fact she was.
19. The first of whom a man betrothed on the condition that she was under no vow and the second of whom he afterwards married without making any condition and subsequently found that she was under a vow. Samuel regards the non-conditional marriage of the second as invalid because the man is presumed to have married her on the same condition as that on which he betrothed the first. Rab, however, maintains that it is quite possible that the man was so attracted by the second woman that he was willing to dispense with his terms.
20. Whom the man betrothed on a certain condition and afterwards married without making any condition.
21. Even Rab.
22. Since the man has made it clear at the betrothal that he objected to live with her if she were encumbered with any vows.
23. Rashal deletes 'to him', which appears in brackets in cur. edd.
24. *Supra* 73a ad fin.
25. Against Samuel (l.c.); which shows, contrary to Rabbah's assumption, that even in the case of a mistake in respect of one woman, some authorities maintain that a divorce is required.

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26. Rab and Samuel, *supra* 72b ad fin.
27. One, for instance, who was betrothed on a certain condition, was then divorced and subsequently married with no condition. In such a case Rab maintains that a divorce is required as in the case of the second woman where two women were involved (cf. *supra* p. 458, n. 9), while Samuel maintains that no divorce is required because the man's condition at the betrothal is regarded as a permanent declaration that he would not live with a woman who was in the habit of making vows and, since this condition renders the marriage null and void, no divorce is required to annul such a marriage.
28. I.e., one whose marriage had followed her betrothal, and no divorce had intervened, so that the man may well be presumed to have consummated marriage on the same terms as those he laid down at the betrothal.
29. Even Rab.
30. In raising the objection against Samuel *supra* our Mishnah was assumed to deal with 'a woman who was in a position similar to that of two women' (cf. *supra* n. 1).
31. Rabbah.
32. This, at present, is presumed to mean that the woman was under a vow and the man was at the time unaware of it.
33. V. [Glos.](#)
34. Sablonoth; v. Kid. Sonc. ed. p. 254, n. 4.
35. Although the presents, if specifically given as a token of betrothal, would effect a valid *Kinyan* of betrothal.
36. And since that betrothal is invalid the gifts cannot effect the necessary *Kinyan*.
37. Any of those mentioned whose betrothal is invalid.
38. Tosef. Kid. IV.
39. R. Ishmael and the first Tanna.
40. Cf. *supra* note 6. This proves that one authority at least (viz. the first Tanna) regards a non-conditional marriage as valid though it followed a conditional betrothal. How then could Rabbah maintain, according to the second version, that in such a case all agree that, as the marriage is invalid, no divorce is required.
41. The man, at the time of betrothal, having been under the erroneous impression that *Kinyan* may be effected by such an insignificant sum. Since this law is generally known it may well be presumed that subsequent intercourse was intended as *Kinyan*. In the case of an error in respect of vows, however, subsequent intercourse cannot alter the invalidity of the betrothal since during the performance of the latter act the man may still have been under the impression that his wife was not restricted by any vow. The general opinion, therefore, is, Rabbah may well maintain, that no divorce is in this case required.
42. Is it likely that the same law should be repeated in the same context?
43. R. Ishmael and the first Tanna.
44. On the previous assumption (that the 'error' referred to the conditional betrothal of a woman who was under a vow) the principles underlying this dispute might be those upheld *supra* by Rab and Samuel respectively. On the present assumption, however, (that the 'error' refers to a betrothal attempted with less than a *Perutah*) the difficulty arises (cf. *supra* note 1) 'on what principles do they differ?' sc. how could R. Ishmael maintain his view that 'even if they had cohabited they effect no *Kinyan*'?
45. The first Tanna.
46. R. Ishmael.
47. Which he believes to be a valid betrothal.
48. Which was in fact invalid and in consequence of which the cohabitation constitutes no *Kinyan*.
49. Rabbah.
50. To the union.
51. Git. 25b.
52. Since in both cases a condition was attached to the betrothal, merely one woman is involved, and no divorce intervened between betrothal and intercourse.
53. R. Simeon and the first Tanna.
54. R. Simeon maintaining that the intercourse is a valid *Kinyan*, and a divorce is consequently required. How then (cf. *supra* p. 459, n. 14 *mutatis mutandis*) could Rabbah assert that in such a case all agree that no divorce is necessary?
55. Lit., 'there'.
56. Not on the principle underlying Rabbah's assertion.
57. The first Tanna.
58. R. Simeon.
59. Rabbah.
60. The reading in the parallel passage, Yeb. 109a, is 'Eleazar'.
61. Her father having received the letter of divorce on her behalf.
62. Like an orphan, she has no father to give her away in marriage, because though alive he has lost his right to do so after he has given her in marriage once.
63. Lit., 'he (the first husband from whom she was divorced) married her again'. While she was still in her minority when her actions have no legal validity.
64. V. [Glos.](#)
65. If her husband died childless and was survived by a brother.
66. And as the divorcee of his brother she is forbidden to the levir under the penalty of *Kareth* (v. [Glos.](#)).

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67. Cf. *supra* n. 13.
68. That the Sages admit that the minor in question may not contract the levirate marriage.
69. Her first husband.
70. The validity of the divorce being due to the fact that her father has accepted the letter of divorce on her behalf.
71. When neither she nor her father (cf. *supra* p. 461, n. 12) had the right to contract the marriage; and her husband died while she was still in her minority so that no intercourse at all had taken place when she came of age.
72. Her first husband.
73. V. p. 461, n. 20.
74. So that it was possible for intercourse to take place when she was already in her majority.
75. Because the act of intercourse after she had come of age constituted a legal *Kinyan* of marriage, and she became thereby the legally married wife of the deceased.

Kethuboth 74a

In the name of R. Eliezer,¹ however, it was stated: She² must perform *Halizah* but may not contract the levirate marriage.³ Now, here,⁴ surely, it is a case similar to that of an error⁵ affecting merely one woman and they⁶ nevertheless differ!⁷ — In that case⁸ also [it may be said that]⁹ they⁶ differ on the following principles.¹⁰ One Master¹¹ maintains that everyone is aware that there is no validity in the betrothal of a minor and, consequently, any man having intercourse [after such an invalid act] determines that his intercourse shall serve the purpose of a betrothal.¹² The other Master,¹³ however, maintains that not everyone is aware that there is no validity in the betrothal of a minor, and when a man has intercourse [after such an act¹⁴ he does so] in reliance on his original betrothal.¹⁵

[So]¹⁶ it was also stated: R. Aha b. Jacob stated in the name of R. Johanan. If a man betrothed a woman on a certain condition and then had intercourse with her, she,¹⁷ it is the opinion of all, requires no letter of divorce from him.

R. Aha the son of R. Ika, his¹⁸ sister's son¹⁹ raised an objection against him: A *Halizah*

under a false pretext²⁰ is valid; and what is 'a *Halizah* under a false pretext'? Resh Lakish explained: Where a levir is told, 'Submit to her *Halizah* and you will thereby wed her'. Said R. Johanan to him:²¹ I am in the habit of repeating [a Baraitha,] 'Whether he²² had the intention²³ [of performing the commandment of *Halizah*] and she had no such intention, or whether she had such intention and he had not, her *Halizah* is invalid, it being necessary²⁴ that both shall [at the same time] have such intention', and you say that her *Halizah* is valid?²⁵ But, said R. Johanan, [this is the meaning:]²⁶ When a levir is told, 'Submit to her *Halizah* on the condition that she gives you two hundred Zuz'.²⁷ Thus²⁸ it clearly follows that as soon as a man has performed an act²⁹ he has thereby dispensed with his condition, [why then should it not be said] here also that as soon as the man has intercourse he has thereby dispensed with his condition?³⁰ —

The other replied: Young hopeful,³¹ do you speak sensibly?³² Consider: Whence do we derive [the law of the validity of] any condition? [Obviously] from the condition in respect of the sons of Gad and the sons of Reuben;³³ [hence it is only] a condition that may be carried out through an agent, as was the case there,³⁴ that is regarded as a valid condition; but one which cannot be carried out through an agent,³⁵ as was the case there, is not regarded as a valid condition.³⁶ But is not intercourse³⁷ an act which cannot be performed through an agent as was the case there³⁴ and yet a condition in connection with it is valid?³⁸ — The reason³⁹ there is because the various forms of betrothal⁴⁰ were compared to one another.⁴¹

R. 'Ulla b. Abba in the name of 'Ulla in the name of R. Eleazar stated: If a man betrothed a woman by a loan⁴² and then had intercourse with her, or on a certain condition⁴³ and then had intercourse with her, or with less than the value of a *Perutah*⁴⁴ and then had intercourse with her, she,⁴⁵ it is the opinion of all, requires from him a letter of divorce.⁴⁶

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R. Joseph b. Abba, in the name of R. Menahem in the name of R. Ammi stated: If a man betrothed a woman with something worth less than a *Perutah* and then had intercourse with her, she⁴⁵ requires a letter of divorce from him.⁴⁶ It is only in this case⁴⁷ that no one could be mistaken,⁴⁸ but in the case of the others⁴⁹ a man may be mistaken.⁵⁰

R. Kahana stated in the name of 'Ulla: If a man betrothed a woman on a certain condition⁴³ and then had intercourse with her, she⁴⁵ requires a divorce from him.⁴⁶ Such a case once occurred and the Sages could find no legal ground⁵¹ for releasing the woman without a letter of divorce. [This is meant] to exclude [the ruling] of the following Tanna. For Rab Judah stated in the name of Samuel in the name of R. Ishmael: And she be not seized⁵² [only then⁵³ is she] forbidden;⁵⁴ if, however, she was seized⁵⁵ she is permitted.⁵⁴ There is, however, another [kind of woman] who is permitted⁵⁴ even though she was not seized.⁵⁶ And who is she? A woman whose betrothal was a mistaken one⁵⁷ and who may, even if her son sits riding on her shoulder,

1. V. *supra* p. 461, n. 10.
2. Whom the first husband remarried 'while she was still a minor and she came of age while she was with him, and then he died' (cf. Rashi, second version, s.v. [H] a.l.). Aliter: Even if she was remarried after she came of age, or was divorced and remarried after she came of age, R. Eliezer's reason being that preventive measures were necessary against the possibility of erroneously allowing one who was an 'orphan in the lifetime of her father' to contract levirate marriage. If the former interpretation is adopted the author of the Baraita here cited would be in disagreement with the one in Yeb. 109a (v. Rashi l.c.); if the latter interpretation is adopted, the reading of cur. edd. *infra* is to be emended (v. *infra* note 14).
3. V. Yeb. 109a where this passage occurs with some slight variations.
4. Where remarriage took place 'while she was still a minor and she came of age while she was with him'.
5. The error of believing the betrothal of the minor to be valid.
6. The Sages and R. Eliezer.

7. The Sages maintaining that levirate marriage may be contracted; which proves that the intercourse that took place when she was of age is regarded as a valid *Kinyan*. As the same principle applies also to the case of error in respect of a woman under a vow (*supra*) an objection arises against Rabbah (cf. *supra* p. 459, n. 14).
8. Lit., 'there'.
9. If the second interpretation (*supra* note 7) is adopted the reading is to be emended to: Every one knows that the betrothal of a minor is invalid, but where one betrothed a woman on a certain condition and then had intercourse he does so in reliance on this condition (v. Rashi).
10. Not on the one underlying the case of which Rabbah spoke.
11. The view expressed by the Sages.
12. Hence the validity of the marriage and the permissibility of a levirate marriage.
13. R. Eliezer.
14. Which he believes to be a valid betrothal.
15. Which in fact was invalid. Hence the invalidity of the marriage, etc. (cf. *supra* note 1).
16. In agreement with Rabbah who stated (*supra* 73b) that 'in the case of an error affecting merely one woman all agree that she requires no divorce from him'.
17. If the condition has not been fulfilled.
18. R. Aba b. Jacob's.
19. MS.M. reads 'son of the sister of Resh Lakish'.
20. [H] (rt. [H], Hof'al.) lit., 'misled'.
21. Resh Lakish. Cur. edd. omit 'to him' which is the reading of MS.M.
22. The levir.
23. When he submitted to *Halizah*.
24. Lit., 'until'.
25. If the levir, according to the interpretation of Resh Lakish, performed the *Halizah* in order to effect thereby a *Kinyan* of marriage, he obviously did not intend to perform the commandment of *Halizah* the very purpose of which is not the union of the woman with, but her separation from, the levir. And, since there was no intention to perform the commandment, how could such a *Halizah* be valid?
26. Of 'a *Halizah* under a false pretext'.
27. V. *Glos.* Even if the promised sum was not paid to the levir the *Halizah* is nevertheless valid. Tosef. Yeb. XII, Yeb. 106a.
28. Since the non-fulfillment of the condition does not invalidate the *Halizah*.
29. [Without emphasizing at the time that he does so in reliance on the condition (v. Tosaf.).]
30. And the woman should, therefore, become his lawful wife. How then could R. Aha b. Jacob

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maintain in the name of R. Johanan that a betrothal, on a certain condition that has not been fulfilled, is invalid and no divorce is required even if intercourse followed the betrothal?

31. Lit., 'son of the school house'.
32. Lit., 'beautiful'.
33. V. Num. XXXII, 29, 30 and Kid. 61a.
34. Moses instructed Joshua to act, so to speak, as his agent in carrying out the condition he had made (v. Num. XXXII, 28ff).
35. *Halizah*, for instance. The levir cannot instruct an agent to submit to *Halizah* on his behalf when the sum promised shall have been handed to him.
36. As the condition is null and void the act of *Halizah* remains valid despite the unfulfilled condition. Where, however, the condition was valid, as in the case of the betrothal spoken of by R. Aha b. Jacob, the non-fulfillment of the condition renders the betrothal null and void and no subsequent intercourse can be regarded as an annulment of the condition and confirmation of the betrothal.
37. When it was intended as a *Kinyan* of marriage.
38. As was stated in the passage quoted from Git. 25b (*supra* 73b).
39. For the validity of the condition.
40. [H] (rt. [H]) lit., 'beings'. 'becomings'. [H] is the rt. of [H] (Deut. XXIV, 2), and she becometh ... wife. A woman may become a man's wife either by receiving from him (a) money (or its equivalent in kind) or (b) a deed or (c) by cohabitation (Kid. 2a).
41. As a condition in connection with (a) and (b) (which may be performed through an agent) is valid, so also is one in connection with (c).
42. Which she owed him. Such betrothal is invalid because loaned money may be spent, while a betrothal cannot be valid unless money or its equivalent (v. p. 464, n. 15) was actually given to the woman at the time of the betrothal (v. Kid. 6b).
43. Which was not fulfilled.
44. V. [Glos](#). The minimum sum for a betrothal to be valid is a *Perutah*.
45. If the union is to be dissolved.
46. Because a man, it is assumed, would not allow his intercourse to deteriorate into a mere act of prostitution.
47. Betrothal with less than a *Perutah*.
48. That the betrothal was valid. Knowing his act to be invalid he determines to effect the *Kinyan* of the marriage through his subsequent intercourse. Hence the necessity for a divorce to dissolve it.
49. Betrothal by a loan or on a certain condition, spoken of *supra* in the name of R. Eleazar.

50. He might be under the impression that a loan may effect a valid betrothal or that the condition he had made had been fulfilled. As his intercourse would consequently be based on his erroneous presumption of the validity of the betrothal the union would have no validity and, contrary to the view expressed in the name of R. Eleazar (v. *supra* n. 8), no divorce to dissolve it would be required.
51. Lit., 'there was no power'.
52. Num. V, 13, E.V., neither she be taken in the act.
53. Only if she was 'not seized', i.e., she did not act under compulsion but willingly (cf. Yeb. 56b).
54. To her husband.
55. I.e., if she acted under compulsion.
56. Cf. *supra* n. 1.
57. I.e., when a condition that was attached to it remained unfulfilled. In such a case the woman may leave her husband without a letter of divorce and is free to marry any other man.

Kethuboth 74b

make a declaration of refusal¹ [against her husband] and go away.²

Our Rabbis taught: If she³ went to a Sage [after her betrothal] and he disallowed her vow her betrothal is valid. [If one⁴ went] to a physician who cured her, her betrothal is invalid. What is the difference between the act of the Sage and that of the physician?⁵ — A Sage annuls⁶ the vow retrospectively⁷ while a physician effects the cure only from that moment onwards.⁸ But was it not, however, taught, [that if she² went] to a Sage and he disallowed her vow or to a physician and he cured her, her betrothal is invalid?¹⁰ —

Rabbah¹¹ replied: There is no contradiction. The former¹² represents the view of R. Meir; the latter¹³ represents that of R. Eleazar. 'The former represents the view of R. Meir', who holds that a man does not mind¹⁴ his wife's being exposed to the publicity¹⁵ of a court of law.¹⁶ 'The latter represents that of R. Eleazar' who holds that no man wants his wife to be exposed to the publicity¹⁷ of a court of law.¹⁸ What is the source¹⁹ [of these statements]?²⁰ —

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[The following] where we learned: If a man divorced his wife on account of a vow [she had made] he may not remarry her,²¹ nor may he remarry his wife [if he divorced her] on account of a had name.²² R. Judah ruled: In the case of a vow that was made in the presence of many people²³ he may not remarry her,²⁴ but if it was not made in the presence of many people he may remarry her.²⁵ R. Meir ruled: In the case of a vow [the disallowance of which] necessitates the investigation of a Sage²⁶ her husband may not remarry her,²⁷ but if it does not require the investigation of a Sage²⁸ he may remarry her.²⁹

R. Eleazar said:³⁰ The prohibition against [remarriage where the disallowance of the vow] required [the investigation of a Sage]³¹ was ordained only on account [of a vow] which requires [no such investigation].³² (What is R. Judah's reason?³³ Because it is written in Scripture,

1. I.e., she requires no formal letter of divorce.
2. V. *supra* 51b. The practical ruling of the Sages, as reported by R. Kahana in the name of 'Ulla, shows that the ruling of R. Ishmael was not adopted.
3. The woman who was under a vow at the time of her betrothal.
4. The woman who was afflicted with a bodily defect at the time of her betrothal.
5. I.e., why is the betrothal valid in the case of the former and not in that of the latter?
6. Lit., 'uproots'.
7. So that the woman, at the time of her betrothal, was virtually under no vow. Hence the validity of the betrothal.
8. Since the woman at the time of the betrothal was still suffering from her affliction the betrothal was effected under a false assumption and is therefore invalid.
9. V. *supra* note 8.
10. How is this statement to be reconciled with the previous one according to which disallowance of a vow by a Sage renders the preceding betrothal valid?
11. V. Marg. *glos.* Cur. edd. [H], 'Raba'.
12. The ruling that the betrothal is valid if a Sage disallowed the vow.
13. That even where a Sage had disallowed the vow the betrothal is invalid.
14. Lit., 'Is willing'.
15. [H], lit., 'that she shall be disgraced'.
16. By applying in person to the Sage for the disallowance of her vow. It is assumed, therefore, that a man has no objection to betrothing a woman who is under a vow, since she may subsequently apply to a Sage for a disallowance.
17. V. p. 466, D. 20.
18. Consequently, if he had known that she was under a vow he would not have betrothed her. Hence the invalidity of the betrothal.
19. Lit., 'it'.
20. Attributed to R. Meir and R. Eleazar respectively.
21. Because, according to one opinion (v. Git. 45b), it is possible that after the woman had obtained from a Sage the disallowance of her vow and had married another man, her first husband might regret his action in divorcing her and, advancing the plea that he would not have divorced her had he known that her vow could be disallowed, might impair thereby the validity of her second marriage. By the enactment that 'he may not re-marry her' a husband is naturally induced to institute all the necessary enquiries and to consider very carefully his course before he decides upon divorce, and should he nevertheless divorce her and then plead that he was unaware that her vow could be disallowed, his plea might well be disregarded. According to another opinion (Git. l.c.) the prohibition to marry a woman in the circumstances mentioned is a penalty, and a warning to women to abstain from making vows.
22. Immoral conduct. For the reason cf. *supra* note 6 *mutatis mutandis*. As a vow may be disallowed so may a bad name turn out to be unfounded, and the first husband might then try to impair the validity of the second marriage. According to the second opinion (v. *supra* note 6 *ad fin.*) the prohibition is a penalty for, and a warning against, lax morality and ill-reputed associations.
23. Lit., 'of which many knew', cf. *infra* 75a *ab init.*
24. Since such a vow can never be disallowed (v. *infra* p. 468, n. 6 and text). R. Judah adopts the second reason (*supra* note 6).
25. Because, since the disallowance of such a vow is permitted, no penalty has been imposed upon the woman.
26. I.e., if it is of the class of vows which a husband is not entitled to invalidate.
27. R. Meir, maintaining that a husband does not mind his wife's being exposed to the publicity of a court of law forbids remarriage on account of the first reason *supra* p. 467, n. 6, since the first husband might plead that if he had known that the vow could be disallowed

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- by a Sage he would not have consented to give a divorce.
28. I.e., if the vow was of a class the invalidation of which is within the husband's rights.
 29. Because in this case the husband cannot advance the plea that the divorce was due to a misunderstanding (cf. *supra* p. 467, n. 6 and note 12).
 30. Cur. edd. insert in parentheses, 'Whether it requires or whether it does not require he may not remarry her' (cf. the reading in Git. 45b, Rashal and Asheri).
 31. V. p. 467, n. 11.
 32. V. *supra* note 1. Since in the latter case the husband might plead that he was not aware that he had the right to disallow the vow. In the former case, however, no such plea can be advanced because no man would consent that his wife should be exposed to the publicity of a court of law. V. Git. 45b.
 33. For ruling that a vow that was made in public (v. *supra* p. 467, nn. 8 and 9) may not be disallowed.

Kethuboth 75a

And the children of Israel smote them not, because the princes of the congregation had sworn unto them.¹ And what is considered 'many'? R. Nahman b. Isaac said: Three [men]; [for the expression of] 'days'² implies two [days] and 'many'² three. R. Isaac replied: Ten; [for the term] congregation³ was applied to them.)⁴ [Now] 'R. Meir ruled: In the case of a vow [the disallowance of which] necessitates the investigation of a Sage he may not remarry her' [and] 'R. Eleazar said: The prohibition [against remarriage where the disallowance of the vow] required [the investigation of a Sage] was ordained only on account [of a vow] which required [no such investigation]'.⁵ on what principles do they⁶ differ? — R. Meir holds the view that 'a man does not mind his wife's being exposed to the publicity of a court of law' and R. Eleazar holds the view that 'no man wants his wife to be exposed to the publicity of a court of law'.⁷

Raba replied:⁸ Here⁹ we are dealing with the case of a woman from a noted family in which case the man¹⁰ could say,¹¹ 'I have no wish to be forbidden to marry her relatives'.¹² If so,¹³ [consider] the final clause

where it is stated, 'But if he¹⁴ went¹⁵ to a Sage who disallowed his vow or to a physician who cured him, his betrothal of the woman is valid', [why, it may be asked, was it not] stated, 'the betrothal is invalid' and¹⁶ explained,¹⁷ 'Here we are dealing with the case of a man from a noted family concerning whom the woman¹⁸ might plead. 'I have no wish to be forbidden to marry his relatives'?¹⁹ — A woman is satisfied with any sort [of husband] as Resh Lakish said. For Resh Lakish stated: 'It is preferable to live in grief²⁰ than to dwell in widowhood'.²¹ Abaye said: With a husband [of the size of an] ant her seat is placed among the great.²² R. Papa said: Though her husband be a carder²³ she calls him to the threshold and sits down [at his side].²⁴ R. Ashi said: Even if her husband is only a cabbage-head²⁵ she requires no lentils²⁶ for her pot.²⁷

A Tanna taught: But all such women²⁸ play the harlot and attribute the consequences²⁹ to their husbands.

ALL DEFECTS WHICH DISQUALIFY, etc. A Tanna taught: To these³⁰ were added³¹ [excessive] perspiration, a mole and offensive breath.³² Do these, then, not cause a disqualification in respect of priests? Surely we have learned,³³ 'The old, the sick and the filthy'³⁴ and we have also learned, 'These defects whether permanent or transitory, render human beings³⁵ unfit [for the Temple service]!³⁶ — R. Jose b. Hanina replied: This is no contradiction. The former refers to perspiration that can be removed;³⁷ the latter, to perspiration that cannot be removed.³⁸

R. Ashi said [in reply]: You are pointing out a contradiction between 'perspiration' and 'one who is filthy' [which in fact are not alike, for] there, in the case of priests,³⁹ it is possible to remove the perspiration⁴⁰ by the aid of sour wine, and it is also possible [to remove] an offensive breath by holding pepper in one's mouth and thus performing the Temple service, but in the case of a wife⁴¹

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[such devices are for all practical purposes] impossible.⁴²

What kind of a mole is here meant? If one overgrown with hair, it would cause disqualification in both cases; if one with no hair, [then, again], if it is a large one it causes disqualification in both cases⁴³ and if it is a small one it causes no disqualification in either; for it was taught: A mole which is overgrown with hair is regarded as a bodily defect; if with no hair it is only deemed to be a bodily defect when large but when small it is no defect; and what is meant by large? R. Simeon b. Gamaliel explained: The size of an Italian issar!⁴⁴ — R. Jose the son of R. Hanina said: One which is situated on her forehead.⁴⁵ [If it was on] her forehead he⁴⁶ must have seen it and acquiesced!⁴⁷ — R. Papa replied: It is one that was situated under her bonnet and is sometimes exposed and sometimes not.

R. Hisda said: I heard the following statement from a great man (And who is he? R. Shila). If a dog bit her⁴⁸ and the spot of the bite turned into a scar [such a scar] is considered a bodily defect.

R. Hisda further stated: A harsh voice in a woman is a bodily defect; since it is said in Scripture, For sweet is thy voice, and thy countenance is comely.⁴⁹

R. Nathan of Bira learnt: [The space] of one handbreadth between a woman's breasts.⁵⁰ R. Aha the son of Raba intended to explain in the presence of R. Ashi [that this statement meant that '[the space of] a handbreadth' is to [a woman's] advantage,⁵¹ but R. Ashi said to him: This⁵² was taught in connection with bodily defects. And what space [is deemed normal]? Abaye replied: [A space of] three fingers.

It was taught: R. Nathan said, It is a bodily defect if a woman's breasts are bigger than those of others. By how much? — R. Meyasha the grandson of R. Joshua b. Levi replied in the name of R. Joshua b. Levi: By

one handbreadth. Is such a deformity, however, possible?⁵³ — Yes; for Rabbah b. Bar Hana related, I saw an Arab woman who flung her breasts over her back and nursed her child.

But⁵⁴ of Zion it shall be said: 'This man and that⁵⁵ was born in her; and the Most High Himself doth establish her;⁵⁶ R. Meyasha, grandson of R. Joshua b. Levi, explained: Both⁵⁷ he who was born therein and he who looks forward to seeing it.⁵⁸

Said Abaye: And one of them⁵⁹ is as good as two of us.⁶⁰ Said Raba: When one of us, however, goes up there⁶¹ he is as good as two of them. For [you have the case of] R. Jeremiah who, while here,⁶² did not understand what the Rabbis were saying, but when he went up there he was able to refer to us as 'The stupid Babylonians'.⁶³

MISHNAH. IF SHE⁶⁴ WAS AFFLICTED WITH BODILY DEFECTS WHILE SHE WAS STILL IN HER FATHER'S HOUSE,⁶⁵ HER FATHER⁶⁶ MUST PRODUCE PROOF THAT THESE DEFECTS AROSE AFTER SHE HAD BEEN BETROTHED AND [THAT, CONSEQUENTLY, IT WAS THE] HUSBAND'S FIELD THAT WAS INUNDATED.⁶⁷ IF SHE CAME UNDER THE AUTHORITY OF HER HUSBAND,⁶⁸ THE HUSBAND⁶⁹ MUST PRODUCE PROOF THAT THESE DEFECTS WERE UPON HER BEFORE SHE HAD BEEN BETROTHED AND [THAT CONSEQUENTLY] HIS BARGAIN WAS MADE IN ERROR. THIS IS THE RULING OF R. MEIR. THE SAGES, HOWEVER, RULED: THIS⁷⁰ APPLIES ONLY TO CONCEALED BODILY DEFECTS;

1. Josh. IX, 28; the oath could not be annulled because it was taken in public.
2. Referring to Lev. XV, 25. Cf. Nid. 73a.
3. [H] (Josh. *ibid.*).
4. And a congregation consists of not less than ten men.
5. Cf. *supra* p. 467, nn. 11ff.
6. R. Meir and R. Eleazar. Cf. *supra* p. 466, nn. 29ff.
7. The source of the statements (v. *supra* p. 467, n. 5) has thus been shown. For further notes on the passage v. Git. (Sonc. ed.) pp. 200ff.

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8. In explanation of the contradiction pointed out *supra* 74b.
9. The second Baraitha which rules that the betrothal is invalid even if a Sage has disallowed the vow.
10. Even according to R. Meir who maintains that a husband does not mind his wife's appearance before a court of law one may still be objecting to live with a wife who is restricted by a vow.
11. In his desire to avoid a divorce and to obtain the retrospective annulment of his betrothal (v. following note).
12. Her mother and sister who are forbidden to marry the man who divorced her. He may insist that he wishes to retain the privilege of marrying these women members of a noted family though he objected to the particular one who restricted herself by a vow. By obtaining the annulment of the betrothal he does not place his wife under the category of a divorcee and he retains, in consequence, the right of marrying her relatives. Hence the ruling (even according to R. Meir) that the betrothal is invalid.
13. If Raba's explanation is to be accepted.
14. A man who betrothed a woman on the condition that he was under no vow or that he suffered no bodily defects.
15. After the betrothal
16. In order to reconcile the two clauses.
17. On the lines followed by Raba in the first clause.
18. Cf. *supra* n. 3 *mutatis mutandis*.
19. Cf. *mutatis mutandis*, *supra* nn. 4 and 5.
20. Or 'together', 'as husband and wife'. V. following note.
21. Yeb. 118b. This is a woman's maxim. She prefers a married life of unhappiness and misery to a happy and prosperous life in solitude. [H] (adv.) 'with a load of grief', 'in trouble' (Jast.) Aliter: (Cf. *supra* n. 13) us in 'two bodies' (Rashi); 'two persons' (Levy).
22. A woman's opinion of a married life (v. Yeb. l.c.) [H] pl. of [H], 'a free woman'.
23. [H], 'flax-beater' (Rashi), a watchman of vegetables' (Aruch.), i.e., of a poor and humble occupation.
24. To show her friends that she is a married woman. She is proud to be in the company of a husband however humble his occupation and social status.
25. [H], i.e., 'dull', 'ugly' (v. Jast.): 'of a tainted family' (Rashi).
26. I.e., even a cheap vegetable.
27. A woman is content to dispense even with the cheapest enjoyments for the sake of a married life.
28. Who marry the unlovely types enumerated.
29. Lit., 'and hang on'.
30. The defects that disqualify priests (v. Bek. 43a).
31. In the case of women (v. our Mishnah).
32. Lit., 'smell of the mouth'.
33. In respect of defects that render animals unfit for the altar (Bek. 41a).
34. Under which term, it is at present assumed, excessive perspiration and offensive breath are included.
35. Sc. priests.
36. Bek. 43a. How then could it be said *supra* that excessive perspiration and offensive breath are not included among those that disqualify a priest?
37. By the application of water (v. Tosaf. s.v. נָסַח). Aliter: That may be cured (v. Tosaf. *loc. cit.*).
38. Cf. *supra* n. 14 *mutatis mutandis*.
39. Who were not described as 'filthy', but as suffering from excessive perspiration or offensive breath. R. Ashi, contrary to the previous assumption (v. *supra* note 11), draws a distinction between 'filthy' which implies a chronic state of the body and the two others which are only minor defects.
40. Even if water could not remove it.
41. With whom a husband is constantly in contact.
42. Hence the ruling that even such minor defects render a betrothal invalid.
43. Lit., 'here and here', in the case of a priest and in that of a wife.
44. V. **Glos.** The question then arises: What kind of a mole was meant in the Baraitha *supra* where it is mentioned among the three defects of a wife that do not disqualify a priest.
45. And is small in size and without hair.
46. The man who betrothed her.
47. How then could a mole in such circumstances be regarded as a defect that causes the invalidity of the betrothal?
48. Any woman.
49. Cant. II, 14.
50. This is explained anon.
51. But if it was bigger or smaller it is to be regarded as a defect.
52. R. Nathan's statement.
53. Lit., 'is there such a kind'.
54. The following paragraph, though irrelevant to the subject under discussion, is inserted here because of its author, R. Meyasha, who is also the author of the previous statement.
55. [H], lit., 'man and man'.
56. Ps. LXXXVII, 5.
57. The inference is derived from the repetition of man (v. *supra* n. 3).
58. Will be acclaimed as a son of Zion.
59. The man of Zion, i.e., the Palestinians (Rashi).
60. Babylonians.
61. To Palestine.
62. In Babylon.

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63. Cf. Men. 42a.
64. A betrothed woman.
65. I.e., before she married and went to live with her husband.
66. If his daughter is to be entitled to her *Kethubah* from the man who betrothed her and refused to marry her on account of her defects.
67. Metaph. It is the husband's misfortune that the woman who had no such defects prior to her betrothal is now afflicted with them.
68. I.e., if the defects were discovered after the marriage.
69. Should be, on account of her defects, desire to divorce her and to deny her the *Kethubah*.
70. The validity of a husband's plea that HIS BARGAIN WAS MADE IN ERROR.

Kethuboth 75b

BUT IN RESPECT OF DEFECTS THAT ARE EXPOSED HE¹ CANNOT ADVANCE ANY VALID PLEA.² AND IF THERE WAS A BATHHOUSE IN THE TOWN HE CANNOT ADVANCE ANY VALID PLEA² EVEN AGAINST CONCEALED BODILY DEFECTS, BECAUSE HE [IS ASSUMED TO HAVE HAD HER] EXAMINED BY HIS WOMEN RELATIVES.³

GEMARA. The reason then⁴ is because the father produced proof, but if he produced no proof,⁵ the husband is believed.⁶ Whose [view consequently is here⁷ expressed]? [Obviously] that of R. Joshua who stated, 'Our life is not dependent on her statement'.⁸ Now read the final clause: IF SHE CAME UNDER THE AUTHORITY OF THE HUSBAND, THE HUSBAND MUST PRODUCE PROOF, the reason then² is because the husband produced proof, but if he produced no proof,¹⁰ the father is believed,¹¹ a ruling which expresses the view of R. Gamaliel who stated that the woman is believed!¹² — R. Eleazar replied: The contradiction¹³ [is evident]; he who taught the one did not teach the other.¹⁴

Raba said: It must not be assumed that R. Joshua¹⁵ is never guided by the principle of the presumptive soundness of the body, for the fact is¹⁶ that R. Joshua is not guided by that principle only where it is opposed by the

principle of possession.¹⁷ Where, however, the principle of possession is not applicable R. Joshua is guided by that of the soundness of the body; for it was taught: If the bright spot¹⁸ preceded the white hair, he¹⁹ is unclean; if the reverse, he is clean. [If the order is in] doubt, he is unclean; but R. Joshua said: It darkened.²⁰ What is meant by 'It darkened'? Rabbah replied: [It is as though the spot] darkened²¹ [and, therefore,] he is clean.²²

Raba explained:²³ The first clause [is a case of] 'Here²⁴ they²⁵ were found and here they must have arisen'²⁶ and so is the final clause: Here²⁷ they²⁸ were found and here they must have arisen.²⁹ Abaye raised an objection against him:³⁰ IF SHE CAME UNDER THE AUTHORITY OF THE HUSBAND, THE HUSBAND MUST PRODUCE PROOF THAT THESE DEFECTS WERE UPON HER BEFORE SHE HAD BEEN BETROTHED³¹ AND [THAT, CONSEQUENTLY,] HIS BARGAIN WAS MADE IN ERROR; [Thus only if she had the defects] BEFORE SHE HAD BEEN BETROTHED [is the husband's plea] accepted,³² [but if they were seen upon her] only after she had been betrothed³³ [his plea would] not [be accepted]. But why? Let it be said,³⁴ 'Here they were found and here they must have arisen'!³⁵ —

The other³⁰ replied: [The principle³⁶ cannot be applied if the defects were discovered] after she had been betrothed because it may be taken for granted that no man drinks out of a cup³⁷ unless he has first examined it; and this man³⁸ must consequently have seen [the defects] and acquiesced.³⁹ If so,⁴⁰ [the same principle should apply] also to one [who had defects] prior to her betrothal. [Since,] however, [it is not applied], the presumption must be that no man is reconciled to bodily defects, [why then is it not presumed] here⁴¹ also that no man is reconciled to bodily defects? —

This, however, is the explanation: [The principle³⁶ cannot be applied to defects

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discovered] after she had been betrothed because two [principles] are [opposed to it:] The presumptive soundness of the woman's body⁴² and the presumption that no man drinks out of a cup unless he has first examined it and that this man must, consequently, have seen [the defects] and acquiesced. What possible objection can you raise?⁴³ Is it the presumption that no man is reconciled to bodily defects? [But this] is only

1. Since he was in a position to see them.
2. That he was not aware of these defects.
3. He must have known, therefore, of the defects, and acquiesced.
4. Why in the first clause of our Mishnah the woman who was divorced after a betrothal is entitled to her *Kethubah*.
5. So that it is unknown when the defects first arose.
6. If he pleads that the woman was afflicted with the defects prior to her betrothal; and he, as the possessor of the money, is consequently exempt from paying the *Kethubah* as is the law in respect of all monetary claims where the possessor cannot be deprived of his money without legal proof of the claim advanced against him.
7. In the implication that the law is to be decided in favor of the husband who is the possessor of the money and not in favor of the woman who, since she was born without bodily defects, has the claim of presumptive soundness of body.
8. I.e., we do not rely on the woman's assertion, *supra* 12b, where the time she had been outraged is a matter of dispute between her and her husband. Though the woman has in her favor the claim of the presumptive chastity of her body she, nevertheless, cannot obtain her *Kethubah* because of her husband's stronger claim as the possessor of the amount of the *Kethubah*.
9. Why the woman does not receive her *Kethubah*.
10. So that it is unknown when the defects first arose.
11. Cf. *supra* note 7 *mutatis mutandis*; the woman's presumptive soundness of body being regarded as a superior claim to that of the husband possessor of the amount of the *Kethubah*.
12. *Supra* 12b. Cf. *supra* p. 473, n. 9 *mutatis mutandis* and p. 473, n. 12. A contradiction thus arises between the first and the second clause of our Mishnah.
13. [H]. Aliter: (rt. [H], 'to break') Divide or sever (the two clauses). R. Han. (v. Tosaf. s.v. [H]), regards[H], as an imprecation.
14. The first clause represents the view of R. Joshua who maintains the same view in the case spoken of in the second clause, while the second clause expresses the view of R. Gamaliel who maintains it in the case of the first clause also, neither of them drawing a distinction between a woman who was still in her father's house and one who was already under the authority of her husband.
15. Cf. *supra* p. 473, nn 7-8.
16. Lit., 'but'.
17. Lit., 'presumptive possession of the money'.
18. In leprosy. V. Lev. XIII, 2-4.
19. The man afflicted.
20. Neg. IV, 11.
21. Cf. Lev. XIII, 6: If the plague be dim (or dark) ... then the priest shall pronounce him clean.
22. Thus it has been shown that R. Joshua, since he ruled that a doubtful case of leprosy is clean, is guided by the principle of the presumptive soundness of the human body wherever it is not opposed by the principle of possession.
23. The apparent contradiction between the first and the second clause of our Mishnah (cf. *supra* note 1).
24. In the FATHER'S HOUSE.
25. The BODILY DEFECTS of the woman.
26. And it is owing to this principle only that the onus of producing proof was thrown upon the father. Otherwise, he would have been believed without proof, in agreement with the view of R. Gamaliel, which is the adopted *Halachah* (v. *supra* 12b), because his claim is supported by the principle of his daughter's presumptive soundness of body.
27. In the husband's house.
28. The BODILY DEFECTS of the woman.
29. The two clauses of our Mishnah thus present no contradiction, both expressing the view of R. Gamaliel (cf. *supra* p. 474, n. 15).
30. Raba.
31. [H]. The reading in our Mishnah is [H] a change of tense and form that does not materially affect the meaning of the phrase.
32. Lit., 'yes'.
33. Although she was still in her father's house.
34. If Raba's explanation is correct.
35. Since this principle, however, is not adopted in the final clause, how could Raba's explanation be upheld?
36. 'Here they were found, etc.'
37. Euphemism.
38. Since he had married the woman.
39. Hence the inadmissibility of the principle, 'Here they were found, etc.'

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40. If the principle of the 'presumptive examination of the cup' is the determining factor in favor of the woman.
41. In the final clause where the proof established the existence of the defects after betrothal while the woman was still in her father's house.
42. Lit. 'place the body upon its strength'.
43. Against deciding, on the basis of the two principles, in favor of the woman.

Kethuboth 76a

one principle¹ against two principles,² and one against two cannot be upheld.³ [But where the defects were discovered] before betrothal, the principle of the presumptive soundness of her body cannot be applied,⁴ and all that remains is⁵ the presumption that no man drinks out of a cup unless he has first examined it and that this man must consequently have seen [the defects] and acquiesced, [but to this it can be retorted:] On the contrary, the presumption is that no man is reconciled to bodily defects, and consequently the money is to remain in the possession of its holder.⁶

R. Ashi explained:⁷ The [claim in the] first clause⁸ [is analogous to the claim] 'You owe my father a Maneh',⁹ but that in the final clause¹⁰ [is analogous to the claim] 'You owe me a Maneh'.¹¹

R. Aha the son of R. Awya raised an objection against R. Ashi: R. Meir¹² admits that in respect of bodily defects¹³ likely to have come¹⁴ with her from her father's house it is the father who must produce the proof.¹⁵ But why?¹⁶ Is [not this¹⁷ analogous to the claim,] 'You owe me a Maneh'?¹⁸ — Here¹⁵ we are dealing with the case of a woman who had a superfluous limb.¹⁹ [But if] she had a superfluous limb²⁰ what proof could be brought?²¹ — Proof that the man has seen it²² and acquiesced.

Rab Judah stated in the name of Samuel: If a man exchanged a cow for [another man's] ass, and the owner of the ass pulled²³ the cow²⁴ but the owner of the cow did not

manage to pull²⁵ the ass before the ass died, it is for the owner of the ass to produce proof that his ass was alive at the time the cow was pulled.²⁶ And the Tanna [of our Mishnah who taught about] a bride²⁷ supports this ruling. Which [ruling concerning the] bride?²⁸ If it be suggested:

1. In favor of the man. The principle of possession is of no consequence here because it is completely disregarded when opposed by that of the presumptive soundness of the body.
2. Which are in favor of the woman.
3. Hence the ruling in her favor.
4. Since proof was adduced that she was afflicted with the defects prior to her betrothal.
5. Lit. 'what is there?' in favor of the woman's claim.
6. In the absence of the presumption of the soundness of body (cf. *supra* n. 5) the principle of possession is a determining factor (cf. *supra* note 2), and thus, being added to that of a man's irreconcilableness to bodily defects, two principles in favor of the man are opposed to one in favor of the woman. Hence the ruling in favor of the man.
7. The apparent contradiction between the first and second clause of our Mishnah (cf. *supra* p. 474, n. 1).
8. Since the *Kethubah* of a betrothed woman, as a Na'arah (v. [Glos.](#)), unlike that of a married one, belongs to her father and not to herself.
9. Where the presumptive soundness of the claimant's daughter's body, not being that of the claimant herself, cannot override the principle of possession which is in favor of the husband. Hence the necessity for the father to produce the proof.
10. Dealing with a married woman.
11. In which case (cf. *supra* note 9 *mutatis mutandis*), the presumptive soundness of the body of the woman who is herself the claimant is sufficient to establish her claim. Hence it is for the husband to produce the necessary proof. Thus it is possible to assume that both the clauses of our Mishnah under discussion represent the view of R. Gamaliel who ruled that the presumptive soundness of body overrides the principle of possession.
12. Though he stated in our Mishnah that if the defects were discovered after the woman CAME UNDER THE AUTHORITY OF HER HUSBAND it is the latter that MUST PRODUCE PROOF.
13. The reference is at present assumed to be to any kind of defect.
14. Lit., 'that are likely to come'.

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15. Tosef. Keth. VII.
16. Should the father have to produce the proof.
17. According to R. Ashi's explanation.
18. The woman being married and the *Kethubah* belonging to her, the presumptive soundness of her body should be sufficient to establish her claim.
19. Not, as has been presumed by R. Aha, with one who was afflicted with any defect. A superfluous limb does not grow after betrothal. Being a congenital defect, the principle of the presumptive soundness of the body cannot be applied.
20. Which is obviously congenital.
21. In support of her claim to her *Kethubah*.
22. Prior to betrothal or marriage.
23. Pulling, *Meshikah* (v. [Glos.](#)) is one of the forms of acquiring legal possession.
24. While the ass still remained on his premises.
25. To take it to his premises.
26. If such proof is produced the former owner of the cow must bear the loss, because the legal acquisition by one of the parties of one of two objects exchanged places upon the other party the responsibility for any accident that might happen to the other object even though he did not himself formally acquire it (v. Kid. 28a).
27. Concerning whose defects a similar doubt exists. In the case of the exchanged animals it is uncertain whether the ass died before or after the acquisition of the cow; in the case of the bride it is uncertain whether she had her defects before or after her betrothal.
28. Provides the support.

Kethuboth 76b

The one concerning a bride IN HER FATHER'S HOUSE,¹ are the two cases [it may be objected] alike? There it is the father² who produces the proof and receives³ [the *Kethubah* from the husband]⁴ while here it is the owner of the ass⁵ who produces the proof and retains [the cow],⁶ — R. Abba replied: [The ruling concerning a] bride in her father-in-law's house.⁷ But [the two cases] are still unlike, for there it is the husband who produces the proof⁸ and thereby impairs the presumptive right of the father,⁹ while here it is the owner of the ass who produces the proof¹⁰ and thereby confirms his presumptive right!¹¹ —

R. Nahman b. Isaac replied: [The support is derived from the case of the] bride IN HER

FATHER'S HOUSE in respect of her token of betrothal.¹² And, furthermore, it need not be said [that this¹³ applies only] in accordance with him who holds [that a token of] betrothal is not unreturnable¹⁴ but [it holds good] even according to him who maintains [that a token of] betrothal is unreturnable, since his ruling relates only to certain betrothal, but [not] to doubtful betrothal [where the father may retain the token] only¹⁵ if he produces proof but not otherwise.¹⁶

An objection was raised: If a needle was found in the thick walls of the second stomach [of a ritually killed beast, and it protrudes only] from one of its sides,¹⁷ the beast is fit [for human consumption,¹⁸ but if it protruded] from both sides, the beast is unfit for human consumption.¹⁹ If a drop of blood was found on [the needle] it is certain that [the wound was inflicted] before the ritual killing;²⁰ if no drop of blood was found on it, it is certain that [the wound was made] after the killing.²¹ If the top²² of the wound was covered with a crust, it is certain that [the wounding occurred] three days prior to the killing;²³ if the top²² of the wound was not covered with a crust,²⁴ it is for the claimant to produce the proof.²⁵ Now if the butcher²⁶ had already paid the price he²⁷ would have to produce the required proof and so obtain the refund [of his money]; but why? Let the owner of the beast rather produce the proof and retain [the purchase money]!²⁸ —

[This is a case] where the butcher²⁶ has not yet paid the price.²⁹ But how can such an absolute assertion³⁰ be made?³¹ — [This] however, [will dispose of the difficulty:] For when Rami b. Ezekiel came he said, 'Pay no regard to those rules which my brother Judah laid down in the name of Samuel; for thus said Samuel: He in whose domain the doubt first arose³² must produce the proof; and the Tanna [of our Mishnah who taught about] the bride³³ provides support for this ruling.³⁴

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An objection was raised: If a needle was found in the thick walls of the second stomach, etc.³⁵ Now,³⁶ if the butcher²⁶ has not yet paid the purchase price it would be the owner of the beast³⁶ who would have to produce the proof and so obtain [its price] from [the butcher]; but why? [Has not] the doubt arisen [when the beast was already] in the possession of the butcher?³⁷ — [This is a case] where the butcher has already paid the price.³⁸ But how can such a categorical statement³⁹ be made?⁴⁰ — It is the usual practice that so long as one man does not pay the price the other does not give his beast.

THE SAGES, HOWEVER, RULED: THIS APPLIES ONLY TO CONCEALED BODILY DEFECTS. R. Nahman stated:

1. In the first clause; the assumption being that, in agreement with R. Eleazar (*supra* 75b), it represents the view of R. Joshua, and that the father must produce the proof even where the defects were discovered after marriage and the doubt did not arise until after the bride had come under the authority of her husband. (Cf. Rashi, a.l. and *infra* s.v. [H], ad fin.). Similarly in the case of the exchange of the animals the owner of the ass must produce proof though the doubt occurred after his *Meshikah* of the cow had transferred the ass to the responsibility of the other party.
2. The claimant.
3. Lit., 'brings out'.
4. Which is the usual rule: The claimant produces the proof and receives his due.
5. The defendant.
6. Contrary to the usual rule (v. *supra* n. 4). How then could it be asserted that the latter is supported by the former?
7. I.e., the second clause of our Mishnah provides the support; the assumption being with R. Eleazar (*supra* 75b), that it represents the view of R. Gamaliel and that the husband must produce the proof even where the defects were discovered prior to marriage, while the bride was still in her parental home, and her *Kethubah* still belonged to her father. (Cf. Rashi a.l. and *infra* s.v. [H] ad fin.). The support is adduced thus: If in this case where the doubt first arose while the bride was still under her father's authority (i.e., in the claimant's possession) it is the husband, who is the defendant, that must produce the proof, how much more so in the case of the exchange of the animals where the doubt arose in the house of the defendant (the owner of the ass) that the latter must produce the proof.
8. That she had the defects prior to her betrothal.
9. The presumption of the woman's soundness of body.
10. That the ass was alive at the time the cow was acquired by him.
11. The presumption that the ass that was alive prior to the acquisition of the cow was also alive during the time the cow was acquired. How then could a case in which the proof rightly serves the purpose of impairing a presumptive right be taken as support to one in which the proof is adduced to confirm a presumptive right?
12. In the first clause of our Mishnah where the proof must be produced by the father (cf. *supra* p. 478, n. 1 *mutatis mutandis*) though it serves also the purpose of enabling him to retain the money, or object of value, that was given as the token of the betrothal of the bride. Similarly in the case of the exchange of the animals, the owner of the ass produces the proof and retains the cow.
13. That proof is required to enable the father to retain the token of betrothal.
14. Lit., 'given for sinking', i.e., that it is not returned under any conditions whatsoever (v. B.B. 145a). Since it is 'not unreturnable', it is not in the father's full possession and he might well be expected to have to produce the proof.
15. Lit., 'yes'.
16. Lit., 'if not, not'.
17. The inner side of the stomach. Owing to the thickness of its folds it is quite possible that the needle merely pricked, but did not pierce through the stomach wall.
18. Since the wound caused by the needle was not fatal.
19. *Trefa* (v. [Glos.](#)). A perforation of the stomach is a fatal wound which renders the afflicted animal unfit for human consumption even if it was ritually killed before it could die of the wound.
20. And the beast is, therefore, unfit for human consumption (cf. *supra* n. 8).
21. When it could not affect the life of the beast which, in consequence, remains fit for consumption.
22. Lit., 'mouth'.
23. And should a butcher buy the beast within the three days it is a bargain made in error which he may cancel and claim the refunding of his purchase money.
24. And the vendor pleads that the wound was made after the sale when the beast was in the possession of the buyer, while the buyer insists that it was made prior to the sale when it was still in the vendor's possession.

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25. Hul. 50b.
26. Sc. the buyer.
27. Being the claimant.
28. As in the case spoken of by Samuel (*supra* 76a), where the owner of the ass produces the proof and retains the cow. Since, however, the law here is not so, an objection arises against Samuel's ruling.
29. So that the vendor is the claimant. Hence it is for the butcher, who is the defendant, to produce the proof and thus retain his money.
30. That the butcher always buys on credit and that he is, therefore, always the defendant.
31. A butcher, surely, does not always buy on credit and our Baraitha does not mention buyer at all but claimant, irrespective of whether he happens to be the buyer or the vendor.
32. I.e., the owner of the cow, since the doubt first arose after the owner of the ass had acquired the cow and thereby transferred the responsibility for the ass to the former owner of the cow.
33. That if the doubt concerning the first appearance of her defects arose while she was in her paternal home her father must produce the proof, and that if it arose when she was already under the authority of her husband it is the husband who must produce the proof.
34. Samuel, according to the present explanation, would hold the same opinion as Raba who stated (*supra* 75b) that the first as well as the second clause of our Mishnah represents the view of one Tanna, viz. that of R. Joshua.
35. *Supra*, cited from Hul. 50b.
36. Since it has been laid down that the claimant must produce the proof.
37. Of course it has, since the needle could not have been found before the beast had been killed. Now if Rami b. Ezekiel's report in the name of Samuel is to be regarded as authentic, the butcher should have been the party to produce the proof.
38. And it is the butcher in fact from whom the proof is expected.
39. That the butcher invariably buys for cash and that he is therefore always the claimant.
40. Does not a butcher sometimes take on credit?

Kethuboth 77a

Epilepsy¹ is regarded as [one of the] concealed bodily defects.² This, however, applies only to attacks which occur at regular periods,³ but if they are irregular [epilepsy is regarded] as [one of the] exposed bodily defects.⁴

MISHNAH. A MAN IN WHOM BODILY DEFECTS HAVE ARISEN CANNOT BE COMPELLED TO DIVORCE [HIS WIFE]. R. SIMEON B. GAMALIEL SAID: THIS APPLIES ONLY TO MINOR DEFECTS, BUT IN RESPECT OF MAJOR DEFECTS⁵ HE CAN BE COMPELLED TO DIVORCE HER.

GEMARA. Rab Judah recited: 'HAVE ARISEN';⁶ Hiyya b. Rab recited: 'Were'.⁷ He who recited 'HAVE ARISEN' [holds that the ruling applies] with even more force [where the defects] 'were',⁷ since [in the latter case the woman] was aware of the facts and acquiesced. He, however, who recited 'Were' [holds that the ruling does] not [apply where the defects] 'have arisen'.⁸

We learned: R. SIMEON B. GAMALIEL SAID: THIS APPLIES ONLY TO MINOR DEFECTS BUT IN RESPECT OF MAJOR DEFECTS HE CAN BE COMPELLED TO DIVORCE HER. Now, according to him who reads, 'HAVE ARISEN'⁹ it is quite proper to make a distinction between major defects and minor defects.¹⁰ According to him, however, who reads, 'were', what [it may be asked] is the difference between major defects and minor ones? Was she not in fact aware [of their existence] and acquiesced?¹¹ — She may have thought that she would be able to tolerate them but now she finds that she is unable to tolerate them.¹²

These,¹³ R. Simeon b. Gamaliel explained, are major defects: If, for instance, his eye was blinded, his hand was cut off or his leg was broken.

It was stated: R. Abba b. Jacob said in the name of R. Johanan: The *Halachah* is in agreement with R. Simeon b. Gamaliel. Raba said in the name of R. Nahman: The *Halachah* is in agreement with the Sages. But could R. Johanan, however, have made such a statement?¹⁴ Surely Rabbah b. Bar Hana stated in the name of R. Johanan: Wherever R. Simeon b. Gamaliel taught in our Mishnah, the *Halachah* is in agreement with his ruling except [in the cases of]

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'guarantor',¹⁵ 'Zidon'¹⁶ and the 'latter proof!'¹⁷ — There is a dispute of Amoraim as to what was R. Johanan's view.¹⁸

MISHNAH. THE FOLLOWING ARE COMPELLED TO DIVORCE [THEIR WIVES]: A MAN WHO IS AFFLICTED WITH BOILS, OR HAS A POLYPUS,¹⁹ OR GATHERS [OBJECTIONABLE MATTER]²⁰ OR IS A COPPERSMITH²⁰ OR A TANNER,²⁰ WHETHER THEY WERE [IN SUCH CONDITIONS OR POSITIONS] BEFORE THEY MARRIED OR WHETHER THEY AROSE AFTER THEY HAD MARRIED. AND CONCERNING ALL THESE R. MEIR SAID: ALTHOUGH THE MAN MADE A CONDITION WITH HER [THAT SHE ACQUIESCES IN HIS DEFECTS] SHE MAY NEVERTHELESS PLEAD, 'I THOUGHT I COULD ENDURE HIM,²¹ BUT NOW I CANNOT ENDURE HIM.'²¹ THE SAGES, HOWEVER, SAID: SHE MUST ENDURE [ANY SUCH PERSON] DESPITE HER WISHES, THE ONLY EXCEPTION BEING A MAN AFFLICTED WITH BOILS, BECAUSE SHE [BY HER INTERCOURSE] WILL ENERVATE HIM. IT ONCE HAPPENED AT ZIDON THAT THERE DIED²² A TANNER WHO HAD A BROTHER²³ WHO WAS ALSO A TANNER. THE SAGES RULED: SHE²⁴ MAY SAY, 'I WAS ABLE TO ENDURE²¹ YOUR BROTHER BUT I CANNOT ENDURE YOU'.

GEMARA. What [is meant by one] WHO HAS A POLYPUS? — Rab Judah replied in the name of Samuel: [One who suffers from an offensive] nasal smell. In a Baraitha it was taught: [One suffering from] offensive breath.²⁵ R. Assi learnt in the reverse order²⁶ and supplied the mnemonic, 'Samuel did not cease [studying] all our chapter [with] his mouth'.²⁷

WHO GATHERS. What [is meant by one] WHO GATHERS? — Rab Judah replied: One who gathers dogs' excrements.²⁸

An objection was raised: 'One who gathers' means a tanner!²⁹ — But even according to your own view,³⁰ would not a contradiction arise from our Mishnah [which specifies] OR

GATHERS OR IS A COPPERSMITH OR A TANNER?³¹ — One may well explain why our Mishnah³¹ presents no contradiction³² because the latter³³ refers to a great tanner³⁴ whilst the former³⁵ refers to a small tanner;³⁶ but according to Rab Judah the contradiction remains?³⁷ — [The definition]³⁸ is [a matter in dispute between] Tannaim. For it was taught: 'One who gathers' means a 'tanner'; and others say: It means 'one who gathers dogs' excrements'.³⁹

OR IS A COPPERSMITH OR A TANNER. What is meant by A COPPERSMITH? — R. Ashi⁴⁰ replied: A kettle-smith.⁴¹ Rabbah b. Bar Hana explained: One who digs copper from the mine.⁴² It was taught in agreement with Rabbah b. Bar Hana: What is meant by a coppersmith? One who digs copper from the mine.⁴²

Rab stated: If a husband says, 'I will neither maintain nor support [my wife]', he must divorce her and give her also her *Kethubah*. R. Eleazar went and told this reported statement to Samuel [who] exclaimed, 'Make Eleazar eat barley,⁴³ rather than compel him to divorce her let him be compelled to maintain her'. And Rab?⁴⁴ — No one can live with a serpent in the same basket.⁴⁵ When R. Zera went up⁴⁶ he found R. Benjamin b. Japheth sitting [at the college] and reporting this⁴⁷ in the name of R. Johanan.⁴⁸ 'For this statement', he said to him, 'Eleazar was told in Babylon to eat barley'.

Rab Judah stated in the name of R. Assi:⁴⁹ We do not compel divorce except [in the case of] those who are tainted.⁵⁰ When I mentioned this in the presence of Samuel he remarked, 'As, for instance, a widow [who was married] to a High Priest, a divorced woman or a *Haluzah*⁵¹ to a common priest, a bastard or a Nethinah⁵¹ to an Israelite, or the daughter of an Israelite to a Nathin⁵¹ or a bastard; but if a man married a woman and lived with her ten years and she bore no child he cannot be compelled [to divorce her]'. R. Tahlifa b. Abimi, however, stated in the name of Samuel: Even the man who married a

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woman and lived with her ten years and she bore no child may be compelled [to divorce her].⁵²

We learned, **THE FOLLOWING ARE COMPELLED TO DIVORCE [THEIR WIVES]: A MAN WHO IS AFFLICTED WITH BOILS OR HAS A POLYPUS.** This⁵³ is quite justified according to R. Assi, since only Rabbinically forbidden cases were enumerated whilst those which are Pentateuchally forbidden were omitted.⁵⁴ According to R. Tahlifa b. Abimi⁵⁵ however, our Mishnah should also have stated: If a man married a woman and lived with her for ten years and she bore no child he may be compelled [to divorce her].⁵⁶ — R. Nahman replied: This is no difficulty. For in the latter case⁵⁷ [compulsion is exercised] by words; in the former⁵⁸ cases, by whips.⁵⁹

R. Abba demurred: A servant will not be corrected by words!⁶⁰ — The fact, however, explained R. Abba, is that in all these cases⁶¹ [compulsion is exercised] by means of whips

1. נכסה, 'one who is epileptic'. [H] in Nif. 'to be overtaken by a demon'.
2. Because a woman may conceal her epilepsy by remaining indoors when the attack comes on.
3. In such a case she can avoid appearing in public when she feels the approach of the attack.
4. V. Our Mishnah.
5. The nature of these is explained in the Gemara.
6. I.e., that the husband's defects spoken of in our Mishnah arose after he married the woman.
7. Cf. *supra* n. 10, i.e., the man was afflicted with the defects before his marriage.
8. Cf. *supra* p. 481, n. 10. In this case the woman might well plead that had she known that the man would later develop bodily defects she would never have consented to marry him.
9. V. *supra* p. 481, n. 10.
10. Since it is reasonable to expect a woman to object to the former but not to the latter.
11. Of course she was, the defects having arisen prior to her marriage.
12. Hence her right to claim a divorce.
13. This paragraph appears in old edd. and Alfasi (cf. BaH a.l.) as a Mishnah.

14. Which implies that only in this particular case is the *Halachah* in agreement with R. Simeon b. Gamaliel.
15. V. B.B. 174a.
16. V. Git. 74a.
17. V. Sanh. 31a.
18. Rabbah b. Bar Hana maintaining that a general rule had been laid down whilst R. Abba b. Jacob disputes this.
19. Cf. [G] and v. Gemara *infra*.
20. This is explained in the Gemara.
21. Lit., 'to receive', 'accept'.
22. Without leaving any issue.
23. It is the duty of the surviving brother to contract the levirate marriage with the widow (v. Deut. XXV, 5ff).
24. The widow.
25. Lit., 'smell of the mouth'.
26. Attributing to Samuel the definition given in the Baraitha and vice versa.
27. Mouth in association with the name of Samuel suggesting that it was Samuel who interpreted POLYPUS as offensive breath from the mouth (cf. *supra* note 7).
28. Used for tanning.
29. Tosef. Keth. VII, which is contradictory to the definition given here by Rab Judah.
30. That 'one who gathers' means a tanner.
31. Which shows that 'tanner' and 'one who gathers' are two distinct occupations.
32. Against the Baraitha which defines 'one who gathers' as a 'tanner'.
33. Lit., 'here', the term TANNER specifically mentioned.
34. Who does not himself gather the excrements.
35. 'One WHO GATHERS'.
36. Who must himself gather the excrements needed for his work.
37. Cf. *supra* p. 483, n. 11.
38. Of 'one who GATHERS'.
39. Rab Judah, in differing from the Baraitha, adopted this latter definition.
40. *Var. lec.* Rab (Aruch.).
41. [H], pl. of [H]j, 'smith'; ידד, pl. of [H] (Bib. Heb. דד), 'pot', 'kettle'.
42. Lit., 'cuts ... from its root', sc. source'.
43. Like an animal, since he, by being so credulous as to accept an absurd statement, displayed no higher intelligence.
44. Why does he order divorce rather than maintenance?
45. Metaph. Divorce is, therefore, preferable.
46. From Babylon to Palestine.
47. Rab's ruling *supra*.
48. I.e., that R. Johanan also was of the same opinion as Rab.
49. *Var. lec.*, Rab (Asheri), R. Ashi (Alfasi).
50. I.e., those who are disqualified to their husbands as priests or from marrying into the congregation of Israel. [Var. lec., 'We compel

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in the case of tainted (women)'. A man who married a woman disqualified to him is compelled to put her away (v. Shittah Mekubbezeth). According to our text it might be suggested that Samuel's dictum is restricted to cases where the defect resides in the woman and does not exclude the cases of blemishes dealt with in our Mishnah, where the defect is in the man].

51. V. [Glos.](#)
52. Because propagation of the species is one of the 613 commandments.
53. The omission from this list in our Mishnah of the tainted persons enumerated by Samuel.
54. As these are obvious.
55. Who, unlike R. Assi, included the man, whose wife had no child after living for ten years with him, among those who are compelled to divorce their wives.
56. Since compulsion in this case is only a Rabbinical ordinance.
57. Lit., 'that', the man whose wife had no child for ten years (v. *supra* n. 6).
58. Those enumerated in our Mishnah.
59. As the compulsion in the latter case is merely in the nature of persuasion it could not be included among the others.
60. Prov. XXIX, 19. How then would a man who refuses to carry out a decision of a court of law be moved by mere persuasion?
61. The man whose wife had no child as well as those enumerated in our Mishnah. Lit., 'that and that'.

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but in the former, if she said, 'I wish to be with him', she is allowed [to live with him] whilst in the latter,¹ even if she said, 'I wish to be with him', she is not allowed [to continue to live with him].² But behold [the case of the man who was] afflicted with boils with whom the woman is not allowed to live even if she said, 'I wish to be with him', for we learned: **THE ONLY EXCEPTION BEING A MAN AFFLICTED WITH BOILS BECAUSE SHE [BY HER INTERCOURSE] WILL ENERVATE HIM**, and this case was nevertheless enumerated!³ — There,⁴ if she were to say, 'I will live with him under [the supervision of] witnesses',⁵ she would be allowed [to remain with him] but here,⁶ even if she were to say, 'I will live with him under [the supervision of] witnesses,' she would not be allowed to do so.

It was taught: R. Jose related, An old man of the inhabitants of Jerusalem told me, 'There are twenty-four [kinds of] skin disease,⁷ and in respect of all these the Sages said, "Intercourse is injurious", but most of all is this the case with those afflicted with ra'athan'.⁸ What is the cause of it? — As it was taught: If a man had intercourse immediately after being bled, he will have feeble⁹ children; if intercourse took place after the man and the woman¹⁰ had been bled they will have children afflicted with Ra'athan. R. Papa stated: This¹¹ has been said only in the case where nothing was tasted [after the bleeding] but if something was tasted there can be no harm.¹²

What are the¹³ symptoms? — His eyes tear, his nostrils run, spittle flows from his mouth and flies swarm about him. What is the cure?¹³ — Abaye said: Pila,¹⁴ ladanum,¹⁵ the rind of a nut tree, the shavings of a dressed hide,¹⁶ melilot¹⁷ and the calyx¹⁸ of a red date-tree. These must be boiled together and carried into a house of marble,¹⁹ and if no marble house is available they may be carried into a house [the walls of which are of the thickness] of seven bricks and a half.²⁰ Three hundred cups [of the mixture] must then be poured upon his²¹ head until his cranium is softened, and then his brain is cut open. Four leaves of myrtle must be brought and each foot²² [in turn] lifted up and one [leaf] placed [beneath it].²³ It²⁴ is then grasped with a pair of tweezers and burned; for otherwise it would return to him.²¹

R. Johanan issued the announcement: Beware of the flies of the man afflicted with ra'athan.²⁵

R. Zera never sat [with such a sufferer] in the same draught. R. Eleazar never entered his tent. R. Ammi and R. Assi never ate any of the eggs coming from the alley in which he lived. R. Joshua b. Levi, however, attached himself to these [sufferers] and studied the Torah; for he said, A lovely hind and a graceful doe,²⁶ if [the Torah] bestows grace

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upon those who study it, would it not also protect them?

When he²⁷ was about to die the Angel of Death was instructed, 'Go and carry out his wish'. When he came and showed himself to him the latter said, 'Show me my place [in Paradise]'. — 'Very well', he replied. 'Give me your knife', the other demanded, '[since, otherwise], you may frighten me on the way'. He gave it to him. On arriving there he lifted him up and showed him [his place]. The latter jumped and dropped on the other side [of the wall].²⁸ He seized him by the corner of his cloak; but the other exclaimed, 'I swear that I will not go back'. Thereupon the Holy One, blessed be He, said, 'If he ever had an oath of his annulled²⁹ he must return;³⁰ but if not, he need not return'. 'Return to me my knife', he said to him; but the other would not return it to him. A *Bath Kol*³¹ went forth and said to him, 'Return the thing to him, for it is required for the mortals'.³²

Elijah³³ heralded him³⁴ proclaiming. 'Make room for the son of Levi, make room for the son of Levi'. As he³⁴ proceeded on his way he found R. Simeon b. Yohai sitting on thirteen stools³⁵ of gold. 'Are you', the latter asked him, 'the son of Levi?' — 'Yes', he replied. 'Has a rainbow [the latter asked again] ever appeared in your lifetime?' — 'Yes', he replied. 'If that is so [the other said] you are not the son of Levi'.³⁶ The fact, however, is³⁷ that there was no such thing [in his lifetime], but he³⁸ thought, 'I must take no credit for myself'.

R. Hanina b. Papa was his³⁹ friend, and when he was about to die the Angel of Death was commanded, 'Go and carry out any wish of his'. He went to his house and revealed himself to him. 'Allow me', the latter said to him, 'thirty days in which to revise my studies', for it was said,⁴⁰ 'Happy is he who comes here in full possession of his learning'. He left him, and after thirty days he appeared to him again. 'Show me', the latter said to him 'my place [in Paradise]'. 'Very well', he replied. 'Give me your knife', the

other said to him, [since otherwise], you may frighten me on the way'. 'Do you wish to treat me as your friend⁴¹ has done?' he asked. 'Bring', the other replied, 'the Scroll of the Law and see if anything that is written therein has not been observed by me'. 'Have you attached yourself', he asked 'to the sufferers of Ra'athan and engaged thus in the study of the Torah?'⁴² Nevertheless when his soul passed to its eternal rest, a pillar of fire formed a partition between him and the world; and we have it as a tradition that such a partition by a pillar of fire is made only for a person who is unique in his generation⁴³ or [one] of the two [outstanding men] in his generation. R. Alexandri approached him and said, 'Do it for the honor of the Sages', but he disregarded him. 'Do it [he said] for the honor of your father's house', but he again disregarded him. 'Do it [he finally requested] for your own honor's sake' [and the pillar of fire] departed.

Abaye remarked: [The purpose of the pillar of fire was] to keep away⁴⁴ anyone who had failed to observe even a single letter⁴⁵ [of the Torah]. Said R. Adda b. Mattena to him: [This then would also] exclude the Master, since he has no battlement to his roof.⁴⁶ The fact, however, was⁴⁷ that he did have one, but the wind had thrown it down at that moment.

R. Hanina said: Why are there no sufferers from Ra'athan in Babylon? — Because they eat beet⁴⁸ and drink beer containing cuscuta⁴⁹ of the hizme⁵⁰ shrub.

R. Johanan stated: Why are there no lepers in Babylon? — Because they eat beet,⁴⁸ drink beer, and bathe in the waters of the Euphrates.

1. Lit., 'here'. V. *supra* p. 485, n. 9.
2. V. *supra* p. 485, n. 3.
3. An objection against R. Abba's explanation.
4. In the case just cited.
5. Sc. only to attend on him, while refraining from intercourse.
6. The case of the man whose wife had no child for ten years after their marriage.
7. Lit., 'stricken with boils'.

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8. Tosef. Keth. VII, ad fin. [H] (cf. [H] 'trembling'), one of the skin diseases causing nervous trembling and extreme debility of the body (v. Jast.). *Aliter*: A person having an insect in his brain (cf. Rashi).
9. Or 'nervous'. [H] 'to unnerve'.
10. Lit., 'both of them'.
11. The warning against intercourse after being bled.
12. Lit., 'we have nothing against it'.
13. Lit., 'his', of the man suffering from Ra'athan.
14. A fragrant plant (v. Jast.). *Aliter*: polion (Rashi). *Aliter*: Penny royal (cf. Golds. 'Polei').
15. Or 'labdanum', [G], a soft black or dark brown resinous exudation from the Cistus or rock rose.
16. These fall off when the hide is being smoothed.
17. Sweet scented clover.
18. [H] (cf. [H], half-ripe date), the calyx of the date when it is in its early unripe condition.
19. To shut out all draughts.
20. [H] is of the size of half a brick, the size of the brick being three handbreadths.
21. The sufferer from Ra'athan.
22. Of the insect (cf. Rashi's interpretation, *supra* p. 486, n. 9).
23. Thus preventing the insect from burying its feet in the brain when lifted out.
24. The insect.
25. Which are infectious.
26. Prov. V, 19, a reference to the Torah.
27. R. Joshua b. Levi.
28. Of Paradise.
29. [H] (rt. [H] 'to ask' in Ithpa'el) 'to ask a competent authority for absolution from an oath or a vow'.
30. His present oath can also be annulled.
31. V. [Glos.](#)
32. Lit., 'creatures'
33. Elijah, the prophet who went up by a whirlwind into heaven (II Kings II, 11).
34. R. Joshua b. Levi.
35. [H] (v. Levy and Jast.). A more acceptable rendering might be: Sitting at thirteen tables of fine gold (cf. [H] 'a table').
36. I.e., the saintly man concerning whom Elijah made his proclamation. The rainbow being a token of the covenant (Gen. IX, 12) that, though the people deserved destruction, the waters shall no more become a flood to destroy all flesh (ibid. 15), should not appear in the lifetime of a saint whose merit alone is sufficient to save the world from destruction (v. Rashi).
37. Lit., 'and this is not (so)'.
38. R. Joshua b. Levi.
39. The pronoun refers to the Angel of Death (Rashi) or to R. Joshua b. Levi (according to a MS.).
40. In the world to come (cf. B.B. 10b).
41. Cf. p. 488, nn. 11 and 12.
42. Sc. he was not even as pious and staunch in his faith as R. Joshua b. Levi to trust in the power of the Torah to protect him from all evil. If the latter, despite his extreme piety, did not hesitate to outwit the Angel of Death, how much more likely was he to do so.
43. Head and shoulders above them in learning and piety.
44. From attending on the deceased.
45. 'Even ... letter' is deleted by Rashal. [On this reading render: 'Who has failed to observe (the Torah as he did)', v. Rashi].
46. Which is a contravention of Deut. XXII, 8.
47. Lit., 'and this is not (so)'.
48. *Aliter*: Tomatoes.
49. Instead of the usual hops.
50. Prob. Spira Regia (Jast.); [G] is also suggested as a probable derivation.