

## OVERVIEW of the Daf

### 1) Different methods of kiddushin

Rava explains how kiddushin could be performed in a manner similar to a guarantor, similar to the case of a non-Jewish slave and a combination of these two principles.

Rava asks whether kiddushin is valid if the woman gives money to a man and declares that she will be betrothed with the money.

Mar Zutra in the name of R' Pappa says the kiddushin is valid.

This ruling is unsuccessfully challenged.

Rava is cited as stating that the three earlier-mentioned methods of kiddushin also work for general monetary transactions.

The necessity for Rava to issue this ruling for kiddushin as well as in monetary matters is explained.

### 2) Half kiddushin

Rava issues rulings in a case where the husband states that the woman is betrothed to half of him and where the husband states that he is betrothing half the woman.

Rava explains why his two rulings are not contradictory.

Mar Zutra the son of R' Mari unsuccessfully challenges this ruling.

Tangentially, the Gemara infers three principles from a ruling issued by R' Yochanan.

Rava presents a series of four questions related to partial kiddushin, each one building off of the previous questions and the Gemara leaves the matter unresolved.

Three more inquiries, from Rava, R' Pappa and R' Ashi are cited and left unresolved.

### 3) Appraising the value of an object

Rabbah and R' Yosef disagree whether it is necessary to perform an appraisal on a piece of silk that was used for kiddushin.

The Gemara clarifies the exact circumstances of the dispute.

A second version of the dispute is presented.

R' Yosef explains the rationale for his position that the silk requires an appraisal. ■

## Distinctive INSIGHT

*A woman cannot be acquired together with money using אגב*

אם כן הוה ליה נכסים שיש להם אחריות נקני עם נכסים שאין להן אחריות, ואנן איפכא תנן...

Rava presented an inquiry whether kiddushin can be valid in a case where the woman gives money to the man and says, "I am betrothed to you with this money." Mar Zutra answered and rules that such a kiddushin is valid. Rav Ashi responded, wondering how such a kiddushin may be valid, as this situation would represent a transaction where a non-movable entity (the woman) is being transferred with a movable item (the money). Rashi explains that in this case, the woman is considered non-movable property based upon the verse (Vayikra 25:46) where slaves are designated as property that is associated to land. The Mishnah later (26a) clearly states that we only allow transactions which are the reverse, where movable items may be acquired together (אגב) with non-movable items. Mar Zutra explained that we are not using the mechanism of "אגב," where one of the items is transferred together with the other, but rather a unique scenario where the man is an important figure (אדם חשוב), and his willingness to accept a gift from the woman is a great honor for her. In this case specifically, if the man accepts the money and declares that he betroths the woman with the benefit he affords her by accepting her gift, the kiddushin is valid.

Tosafos challenges Rashi's understanding of the Gemara, where Rashi explains that the woman is classified in this case together with land, and this is why the Gemara thought that the transaction was not valid. Tosafos notes that the verse only places slaves in this category, but not free people. Therefore, Tosafos explains that the Gemara simply meant that the woman cannot be transferred together with money, whether she would be in the category of קרקע or that of מטלטלין. Either way, she cannot be acquired together with money.

ש"ך (C.M. 95: #18) tries to prove that Rashi's comment is correct. If a slave is associated with land, and the methods of קנין for land apply to a slave, the same would be true for a free man, as well. He understands that the Gemara's question here is to be understood according to the opinion which holds that a slave, as well as every person, is associated with land.

Alternatively, Tosafos suggests that the problem of Rav Ashi is that the way one betroths a woman is learned from the קנין for land (שדה עפרון). If we are saying that a woman can be acquired together with money, that would mean that land could also be acquired in the same way, and we know that this is not true. ■

## HALACHAH Highlight

*Is mishloach manos fulfilled when a prominent person accepts mishloach manos from another person?*

הכא באדם חשוב עסקינן

In this case we are dealing with a prominent person

Sefer Piskei Teshuvah<sup>1</sup> suggests that when one gives mishloach manos to a prominent person (אדם חשוב) the prominent person also fulfills the mitzvah. The rationale for this ruling comes from our Gemara. The Gemara states that when a prominent person accepts a gift from someone it is considered as if the prominent person is giving a gift to the benefactor as well. One could argue that the mitzvah of mishloach manos should not be fulfilled in this case since the mitzvah must involve giving food to another person and the prominent person did not give any food to the benefactor, nevertheless, since the benefit that the prominent person provides can be traced back to food, i.e. the food he received from the benefactor, it is considered as if the prominent person gave a gift of food.

Teshuvos Chelkas Hasadeh<sup>2</sup> suggested that this issue is related to the question of what is the rationale behind the mitzvah of mishloach manos. Some Poskim maintain that the purpose of the mitzvah is to generate love and kinship between people whereas other Poskim assert that the purpose of the mitzvah is to provide the recipient with food for Purim. Accordingly, since Rema<sup>3</sup> ruled that the mitzvah of mishloach manos is fulfilled even if the recipient does not wish to take the gifts of food it is clear that the recipient does not have to receive food for the mitzvah to be fulfilled. Thus, since the mitzvah seems to relate to generating love and kinship it could be fulfilled by a prominent person when he

## REVIEW and Remember

1. How does kiddushin work when it follows the model of a non-Jewish slave?
2. What is meant when a man asks a woman to be betrothed to half of him?
3. Explain יש דיחוי בדמים.
4. What is the point of dispute between Rabbah and R' Yosef?

accepts mishloach manos from another person. Sefer אורח נאמן<sup>4</sup> disagrees and writes that it is obvious that one cannot fulfill the mitzvah of mishloach manos by receiving the gift of another person since the Megilla is particular that there should be an act of giving (משלוח מנות). ילקוט הגרשוני<sup>5</sup> offers another rationale why the mitzvah is not fulfilled when a prominent person accepts mishloach manos from another person. The Mitzvah requires sending two gifts and even if accepting another's gift is the same as giving that person a gift it would only be counted as a single gift and thus the mitzvah was not fulfilled. ■

1. ספר פסקי תשובה ח"א סי' ק"מ.
2. שו"ת חלקת השדה סי' ב'.
3. רמ"א סי' תרצ"ה סעי' ד'.
4. ספר אורח נאמן או"ח סי' ק"ע ס"ק י"ט.
5. ילקוט הגרשוני סי' תרצ"ה אות ו'.

## STORIES Off the Daf

### A twice-paid debt

”וכן לענין ממונא”

Two partners borrowed money from a friend. They wrote a שטר which was duly witnessed and signed. When the time came to repay the debt, the lender approached them and asked them for the money.

“Where is the document?” they asked.

“Oy! I can't believe I forgot it at home! Listen I really need the money now and I am not traveling to my house for the next few days. Do me a favor and pay me now and I will bring it to you within a week.”

Although the partners knew this man

to be honest, they had an altercation about whether they should pay him immediately or wait for him to bring the document. Finally, the partner inclined to trust the lender prevailed. “Give him the money from our gains and I will personally bring you the document within a week.”

On his word, they paid the debt.

Tragically, the lender died soon after. His children, who had no idea of the payment which was made privately, re-collected the debt. The partner who had balked was upset that he had to pay again and took his partner to the Rashba, zt”l, for adjudication. He claimed, “I only paid the first time because of my partner's re-assurance. He guaranteed to produce the document, he alone should take the loss.”

His partner denied this. “I only agreed

to bring the document. I never meant to be responsible in such unforeseeable circumstances.”

The Rashba ruled that the one who had agreed to bring the document was responsible. “This is clear from Kiddushin 7. There we find that if a woman tells a man, ‘Give money to a certain person and I will be married to you,’ her word is binding. The Gemara states that the same applies regarding monetary matters.

The Rashba concluded, “The same is true in our case. He agreed to pay because his partner assumed responsibility. The partner must pay just like any guarantor on a loan.”<sup>1</sup> ■

1. שו"ת הרשב"א, חלק א', סימן אלף ט"ז