

OVERVIEW of the Daf

1) Kiddushin by cohabitation (cont.)

The Gemara continues to record the exchange between Rebbi and R' Yochanan concerning the phrase בעולת בעל.

The Gemara inquires whether it is the beginning or end of cohabitation that effects kiddushin.

Two practical differences between these two positions are highlighted.

Ameimar in the name of Rava answers that it is the end of cohabitation that effects kiddushin.

The Gemara inquires whether cohabitation also effects nissuin or only kiddushin.

A number of different unsuccessful attempts are made to resolve this inquiry.

In the third attempt the Gemara cited a dispute between Yochanan ben Bag Bag and R' Yehudah ben Beseirah of Netzivim.

Ravina suggests a second reason why the earlier-cited Beraisa does not resolve the inquiry. ■

REVIEW and Remember

1. Why, according to Ben Bag Bag, is it not possible for the purchase of a slave to be reversed?

2. What is the rationale behind Beis Shammai's opinion that a man must give a dinar for the kiddushin to be valid?

3. How does the Gemara refute the first version of R' Assi's statement?

4. How does Reish Lakish explain Beis Shammai's position?

Distinctive INSIGHT

The standard of a דינר for kiddushin according to Bais Shamai

אמר ליה פשטה ידה וקבלה לא קאמינא, כי קאמינא דקדשה בליליא אי נמי דשויה שליח

The Mishnah presented a dispute regarding the amount of money necessary to accomplish kiddushin using כסף. Bais Hillel maintains that the minimum amount necessary is a פרוטה, while Bais Shamai contends that the amount needed is a דינר. Our Gemara explains the rationale for Bais Shamai and why they require more than a פרוטה, the general amount necessary whenever "money" is involved in a legal matter.

Rebbe Zaira explains that women are particular, and they are not comfortable allowing themselves to be acquired for less than a דינר. Abaye immediately questioned Rebbe Zaira. If the reason a פרוטה is not enough is not due to an objective standard, but it is due to a personal preference of women, what would happen if a woman had expensive tastes, such as was known to be the case with the daughters of Rabbi Yanai, who would have demanded an entire basket of golden coins? Would a דינר not be enough for her? Or, what if a specific woman expresses her personal satisfaction with receiving less than a דינר—would we say that her kiddushin is valid if she took a פרוטה?

Rebbe Zaira responds that, in fact, the situation is subjective. The rule of Bais Shamai that a דינר is a minimum applies in a case where, for example, the woman appointed a messenger to represent her and to accept the kiddushin money being sent, and the messenger did not ascertain how much the woman expected to receive in order to consent to the kiddushin. Here, we use the standard amount, which Bais Shamai establishes to be a דינר. Rashi adds that if the daughters of Rav Yanai would appoint a messenger, the amount of money necessary would be three kav of coins, as their expectations were well known. Another example of Bais Shamai's rule would be where the woman accepted kiddushin money from the man at night, where she could not see how much was being given. Here, again, we use an objective standard to determine how much a woman expects to receive, which Bais Shamai states is a דינר.

Tosafos questions Rashi's approach here, as it comes out that the amount of money necessary for kiddushin is actually subjective, while the opinion of Bais Shamai seems to suggest that the standard is objectively set a דינר for everyone. Rather, if they appointed a messenger, even the daughters of Rav Yanai would become betrothed with a דינר. The only time they need more is if they expressly reject an offer given

HALACHAH Highlight

Purchasing a slave who is an armed robber

לסטין מזויין או נכתב למלכות

An armed robber or someone whom the government sentenced to death

Rashi¹ explains that when a person purchases a slave who turns out to be an armed robber or someone whom the king has sentenced to death, the buyer cannot seek a refund for the money he spent purchasing the slave. The reason is that since these are matters that are usually well known we assume the buyer knew the condition of these slaves and knowingly went forward with the transaction. Tosafos² challenges the assertion of Rashi that the transaction is valid from the Gemara in Bava Basra (92b). The Gemara there states that if someone purchases a slave and it is later discovered that he is an armed robber or someone whom the government sentenced to death the purchase is null and void and the buyer has the right to return the slave (אומר לו הרי שלך לפניך) and demand a refund of his money. Therefore, Tosafos explains that the intent of the Gemara is that if a slave is an armed robber or someone whom the government sentenced to death it would certainly be well known and consequently if this information did not arise it is because the slave does not

possess these traits. In the event that it is later discovered that the slave does possess these traits the sale is null and void as stated in the Gemara in Bava Basra.

A number of different resolutions are suggested to explain Rashi's comments. Meiri³ suggests that the Gemara in Bava Basra refers to a case where the slave is bought from an out-of-town slave owner and thus it is reasonable that the buyer did not know that the slave is an armed robber or someone whom the government sentenced to death. Rashi, on the other hand, was referring to a slave that was purchased from an in-town slave owner, thus there is no doubt that the buyer was aware that the slave possessed these traits and he must have knowingly accepted it. Tosafos⁴ cites the opinion of Rabbeinu Eliyah who offers an alternative resolution. He suggests that the issue is whether the buyer paid in full for the slave. If the buyer paid all the money for the slave we assume that he previously researched the background of the slave and must have known that he was an armed robber or the like. On the other hand, if the buyer did not yet pay in full for the slave it is reasonable to assume that he did not yet sufficiently research the background of the slave and thus if it is discovered that the slave is an armed robber he may cancel the purchase. ■

1. רש"י ד"ה קלא אית להו.

2. תוס' ד"ה הנהו קלא.

3. מאירי ד"ה ולענין.

4. תוס' הנ"ל. ■

STORIES Off the Daf

The time of repayment

"כל כסף האמור בתורה..."

A certain person was presented with what appeared to him to be excellent business opportunities. Although he did not have enough money to invest by himself, he had many friends who could put up capital. He approached each friend individually and presented a warm business pitch. The ideas were plausible and he was known to be a trustworthy person, so his friends decided to lend him the money. Unfortunately, he ran into unforeseen obstacles and the business failed. He was left with nothing to pay back the veritable fortune he had borrowed.

He went to beis din with his friends,

but had nothing with which to repay them since he had lost all his own money as well. The beis din ruled that he should repay them when Hashem will provide the means—when He ‘expands his boundaries’ or financial horizons. Of course, this is a very ambiguous term. When the debtor began to succeed in a different business his creditors claimed that he should begin repaying them the moment he has fifty golden coins to his name.

The borrower objected strenuously, but the creditors wished to prove it from Chullin 84. There we find that the verse, “When Hashem will expand your boundaries and you will desire to eat meat,” teaches us derech ertz: that one should not eat meat unless he has the money for it. “If he has fifty maneh, he should eat meat once a week.” In light of this, the creditors felt that when the

debtor had fifty gold coins he must begin to repay his debts.

This dispute was adjudicated by the Nodah B'Yehudah, zt"l. He answered, “Even according to your calculation the gemara there states that one eats meat every day only when he has a hundred maneh. Also, you are forgetting that although the Gemara in Kiddushin states that money that is a Rabbinic obligation is calibrated in maneh, Tosafos in Kesuvos¹ learns that...most Rabbinic monetary obligations of ‘maneh’ are calibrated in the more expensive maneh Tzuri... If you calculate the precise value of 100 maneh Tzuri, you arrive at three thousand three hundred and thirty three gold coins! The very source that you creditors thought proved your point only proves how wrong you are!”² ■

1. דף ס"ז ע"א, ד"ה אמר אב"י

2. שו"ת נודע ביהודה, מהדורה תנינא, חו"מ, סימן י"ד