

OVERVIEW of the Daf

1) Accepting kiddushin from another within the thirty days (cont.)

The Mishnah spoke of a case where a man offered kiddushin to a woman which would be effective only after thirty days, and someone else offered her kiddushin during that thirty days. Abaye concludes the application he draws from Rav's ruling that the kiddushin with the second man is forever.

The novelty of this application is explained.

Ulla and R' Assi write that even if one hundred men gave a woman kiddushin in the way described by Abaye she would require a גט from all of them.

The rationale behind R' Yochanan's position is explained.

R' Yochanan's position is challenged.

Rava suggests a resolution to the challenge.

Abaye rejects that resolution and offers an alternative resolution.

Abaye's resolution is unsuccessfully challenged.

2) **MISHNAH:** The Mishnah discusses the meaning of different conditions put onto a kiddushin. One case is where the man gives kiddushin on the condition that he will give her two-hundred zuz.

3) The meaning of the phrase והוא יתן

R' Huna and R' Yehudah disagree whether, upon giving the two-hundred zuz, the kiddushin is valid retroactively or only from the moment that he gives her the money.

After elaborating on each position the Gemara explains the practical difference between these two views.

It is noted that R' Huna and R' Yehudah dispute this issue in another context.

The necessity to record the dispute in two contexts is explained.

R' Yehudah's position is unsuccessfully challenged.

4) The meaning of the phrase על מנת

There is a disagreement whether Rebbi and Rabanan dispute the meaning of the phrase על מנת or the phrase מהיום ולאחר מיתה.

A Baraisa is cited that supports the view that the dispute relates to the meaning of the phrase מהיום ולאחר מיתה.

The view that maintains the dispute relates to the meaning of the phrase על מנת is unsuccessfully challenged.

5) Clarifying the Mishnah

The Gemara explains the novelty of the Mishnah's ruling concerning the stipulation that the man will give the woman the money within thirty days.

A discussion is presented about the Mishnah's case of a man who stipulated that he has 200 zuz and does not. Is the kiddushin invalid or are we concerned that perhaps he has the money?

The rationale behind the Mishnah's case of showing the

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Distinctive INSIGHT

Where the man retracts the offer to pay the two hundred zuz

תנאה הוי, מקיים תנאה ואזיל

The Mishnah taught that if a man pledges kiddushin to a woman on the condition that he give her two hundred zuz, the woman is betrothed, and "he shall give it to her." In the Gemara, a discussion is presented between Rav Huna and Rav Yehuda regarding the precise nature of how to understand this halacha of the Mishnah. Rav Huna contends that the man shall give the money to the woman whenever he wishes, and the kiddushin will take effect retroactively from the moment of his original proposal. Rav Yehuda disagrees, and he says that the kiddushin only takes effect once he actually gives the money. It does not have any effect retroactively.

Tur (E.H. 38) writes, in the name of ר"מ נרבוני, that if the man who proposed kiddushin on the condition that he give the woman two hundred zuz now states that he intends to never fulfill the terms of his proposal, we do not force him to do so. At this point, the kiddushin is cancelled, and the woman does not need a גט. Beis Yosef comments that his opinion in this case is that the woman would be a ספק קידושין forever. Although the man says now that he intends to never give the woman the money, perhaps he will change his mind at some time in the future. Therefore, in order for the woman to proceed with her life and not to worry about this, she would need a גט from this man now. This is similar, explains Beis Yosef, to what the Tur writes, in the name of רמ"ה, in a case where a man proposes kiddushin on the condition that the woman's father expresses his consent. In this case, even if the father initially expresses his opposition to the marriage, the woman remains ספק מקודשת forever, until the death of the father, as a precaution perhaps the father may some day change his mind and say "Yes".

The Poskim all note that there is a difference between the case where the fulfillment of the condition depends upon the person himself who made the condition, as we find with the man who says that he never intends to pay the money, and the case where the fulfillment of the condition is dependent upon someone else, as we find in the case where we need the consent of the father. Where the man himself declares that he will never pay the money, this is an effective cancellation of the condition, and the deal is over. Even if he later decides to give the money, the kiddushin is meaningless. Perisha (ibid. #50), Bach and Taz all note that even the Tur holds that the concern that the man might later change his mind and pay the money would not activate the kiddushin, but only that it would result in a scandal (לעז) if the woman were to marry someone else without getting a גט from the first man. ■

HALACHAH Highlight

Kiddushin on condition that he will show her one-hundred zuz

על מנת שאראך מאתים זוז הרי זוז מקודשת ויראה לה

"On condition that I will show you two-hundred zuz," the kiddushin is valid and he must show her the money

Rema¹ rules that if a man betroths a woman and stipulates that he will show her one hundred zuz that belongs to him (ע"מ שיש לי [מנה]) all opinions will agree that the kiddushin is invalid if, in fact, he does not have that sum of money. Rema then adds an additional comment that sparked a disagreement regarding its meaning. Rema adds that there is no reason to be concerned with the possibility that he may later show her that sum of money and cause a doubt regarding the kiddushin.

Chelkas Mechokeik² suggests that Rema's comment is directed at the previous halacha. Rema wrote that when the condition of the kiddushin was that he will show her (ע"מ שאראך מנה) one hundred zuz and after the kiddushin he earns that sum of money the kiddushin is valid. Accordingly, one may think that this woman could forever remain in a state of doubt since any time she asks him to show her the money he can respond that he never promised he had the money; rather he promised that he will show her that sum of money and it is possible that he may yet find or receive that sum of money. Addressing that possibility Rema wrote that once she asks to see the money and he admits that at the moment he does not possess that sum of money the kiddushin is invalid and she does not remain in a state of doubt

REVIEW and Remember

1. How is it possible for one hundred men to perform kiddushin with one woman?
2. What is the point of dispute between R' Huna and R' Yehudah?
3. Does the phrase *ולאחר מיתה* imply that the stipulation will be effective retroactively?
4. Why is it necessary for the Mishnah to teach the same principles in the context of money and land?

that he may acquire that sum of money in the future.

Beis Shmuel³, in accordance with earlier sources, maintains that the word *מראה* should be changed to *הראה*. Accordingly, the meaning of Rema's comment is as follows. When a man stipulates that he will show her one hundred zuz there is no reason to be concerned that he previously showed her the money when witnesses were not present. The reason there is no reason for such a concern is that the stipulation required the man to perform an action (*קום ועשה*) and we assume that the man would perform that action in the presence of witnesses. ■

1. רמ"א אה"ע סי' ל"ח טע"י י"ח.

2. חלקת מחוקק שם סי"ק כ"ח.

3. ב"ש שם סי"ק ל"ז. ■

STORIES Off the Daf

Marriage with Conditions

"ואם לאו אינה מקודשת..."

A certain man once proposed marriage to a woman using the formula for kiddushin. The innocent young woman agreed. When her parents heard about this, they were a little upset. Why hadn't the suitor asked their permission?

Unfortunately, when they checked into him their attitude went from suspicion to very deep disappointment. Apparently, the suitor acted as a non-Jew in every respect—he was even a practicing idolater. The parents were beset with worry and wished to do anything in their power to annul the marriage.

Finally, their rabbi came up with a brilliant idea. He said, "In Kiddushin 60 we

find that if one made a condition and failed to fulfill it, the marriage is null and void. Every suitor ends his marriage proposal with the words 'k'das Moshe v'Yisrael'—that the marriage is in accordance with Jewish law and custom. In our case, since this man does not act in accordance with the Torah, presumably it is like any other condition which he does not fulfill and the marriage is absolved."

Of course, permitting a married woman to remarry without a divorce is a serious matter that requires the consent of a truly great posek. This rabbi therefore consulted with the Rashba, *zt"l*, as to whether this unfortunate young woman could be freed on the basis of his rationale.

The Rashba answered, "I am afraid that this doesn't help in the slightest, since the marriage was actually in accordance with *das Moshe v'Yisrael*. Even if a former convert to Judaism returned to his idolatry,

the marriage would still definitely take effect if the terms of kiddushin were met!"¹ ■

1. שו"ת הרשב"א, חלק א', סימן אלף קס"ב

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woman the money is explained.

The novelty of the Mishnah's last case is explained.

6) **MISHNAH:** Additional cases related to stipulations are presented.

7) **Clarifying the Mishnah**

A discussion is presented concerning the Mishnah's case of a man who stipulated that he has a *Beis-kur* of land and does not. Is the kiddushin invalid or are we concerned that perhaps he owns that size land?

The Gemara explains why it was necessary to teach the same principles in the context of money and land.

Details related to the Mishnah are clarified. ■