

Daf Notes

Insights into the Daily Daf

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Daily Daf

Mishna

The Mishna states: If a person stipulated to give money to his son-in-law, and he stretched out his leg to him (*an expression meaning that he doesn't intend to fulfill his commitment*), he may let the bride sit until her hair turns white (*he does not marry her until her father honors his pledge*). Admon says: She can say, "If I had stipulated for myself, I would sit until my hair turns white; however, now that it was my father who stipulated for me, what can I do? Either marry me or release me!" Rabban Gamliel said: I see Admon's opinion. (108b – 109a)

Wait Until her Hair turns White

The Gemora notes: Our *Mishna* is not of the same opinion as that of the following *Tanna*. For we learned in the following *braisa*: Rabbi Yosi the son of Rabbi Yehudah stated: Admon and the *Chachamim* do not argue regarding a case where a man promised a sum of money to his prospective son-in-law and then stretched out his leg to him (he defaulted) that his daughter may say, "My father has promised on my behalf, what can I do (*and she will not be required to suffer on account of her father*)?" They only argue where she herself stipulated a sum of money on her own behalf. The *Chachamim* rule: She is required to sit until her hair turns white, whereas Admon maintains that she could say, "I thought that my father would pay the promised amount for me, but now that my father does not pay

for me, what can I do? Either marry me or release me." Rabban Gamliel said: I see Admon's opinion.

The *Gemora* qualifies the ruling of the *Chachamim*: When does the bride remain in her betrothed state? That is only when she is an adult. However, if she is a minor (*whose pledge is not binding*), we force the husband to divorce her.

Rabbi Yitzchak ben Elozar said in the name of Chizkiyah: Wherever Rabban Gamliel said, "I see Admon's opinion," the *halacha* is in accordance with him.

Rav Nachman said to Rava: This applies even if Admon's ruling is in a *braisa* (*not only if it's in a Mishna*).

Rabbi Zeira said in the name of Rabbah bar Yirmiyah: Regarding the two rulings which Chanan issued, the *halachah* is in accordance with the one who agrees with him (Rabbi Yochanan ban Zakai), but in respect to the seven rulings that were laid down by Admon, the *halachah* is not in accordance with the one who agrees with him.

The *Gemora* explains: Of Admon's seven rulings; the *halacha* follows him in some of them, but not all of them. Wherever Rabban Gamliel said, "I see Admon's opinion," the *halacha* is in accordance

with him. However, if Rabban Gamliel did not say that, the *halacha*, then, does not follow Admon. (109a)

Mishna

The *Mishna* states: If a person (*Reuven*) contests a field (*claiming that Shimon stole it from him*), but he himself is signed on a document as a witness (*which states that Shimon sold it to Levi*), Admon says: He could say, “The second one (*Levi*) is agreeable to me (*and I think that I can recover the field from him*), but the first one (*Shimon*) is more difficult than him.” The *Chachamim* say: He lost his right to the field (*by signing as a witness*).

If he (*Shimon*) made it as a boundary mark for another (*when he sold an adjacent field to the disputed one, he wrote that the field next to this one is his and Reuven signed this document*), he (*Reuven*) lost his right to the field (*even according to Admon*). (109a)

Witnesses and Judges

Abaye qualifies the ruling of the *Chachamim*: Only if he (*Reuven*) signed it as a witness, does he lose his right to the field (*when he signed that Shimon sold it to Levi*); however, if he signs it as a judge (*to certify that the signatures are valid*), he does not lose his right to the field.

This distinction is understood based upon the following *braisa* taught by Rabbi Chiya: Witnesses may not sign a document unless they read it first (*because they are testifying regarding the content of the document*). Judges, however, are permitted to sign on a document even without reading it first (*because they are merely certifying the authenticity of the witnesses*). (109a – 109b)

Boundary Mark

The *Mishna* had stated: If he (*Shimon*) made it as a boundary mark for another (*when he sold an adjacent field to the disputed one, he wrote that the field next to this one is his and Reuven signed this document*), he (*Reuven*) lost his right to the field (*even according to Admon*).

Abaye qualifies this ruling: This was taught only where the document was drawn up for another person; however, if it was made as a boundary mark for himself (*Reuven*), he does not lose his right. This is because he can say, “Had I not done that for him (*sign the document which stated that the disputed field belongs to Shimon*), he would not have sold this field to me. What possible objection can you have to my claim? That I could have made a secret declaration regarding this (*to witnesses that I plan on challenging Shimon’s assertion that he owns the field next to this*)? I didn’t do this because your friend has a friend, and the friend of your friend also has a friend (*the witnesses will tell their friends and they will spread it further; eventually the seller, Shimon will hear, and he will decide not to sell me the field*).

There was once an incident where a certain man made the field as a boundary mark for another (*when he sold an adjacent field to the disputed one, he wrote that the field next to this one is his and Reuven signed this document intending to challenge it at a later time*). He later challenged it, but he died before the matter was ruled upon. Before his death, he appointed a guardian over his estate. The guardian came to Abaye on his orphans’ behalf. Abaye cited to him our *Mishna’s* ruling: If he (*Shimon*) made it as a boundary mark for another (*when he sold an adjacent field to the disputed one, he wrote that the field next to this one is his and Reuven signed this document*), he (*Reuven*) lost his right to the field (*even according to Admon*). The guardian countered, “If the father of the orphans had been alive, he could have claimed, ‘I have made only one furrow of the field as a boundary mark (*not the entire field*).’” Abaye responded: You speak well, for Rabbi Yochanan stated: If he claimed, “I have made only one furrow of the field as a boundary mark (*not the entire field*),” he is believed.

(*The guardian brought proof that the field, in fact, belonged to the orphan’s father.*) Abaye told the guardian to give the other fellow one furrow. However, on that furrow, there was a row of palm trees, and the guardian (*due to the value of the palms wanted the row with the trees to belong to the orphans*) said to Abaye, “If the father of the orphans

had been alive, he could have claimed, ‘I have reacquired the furrow from him.’” Abaye responded: You speak well, for Rabbi Yochanan stated: If he claimed, “I have reacquired the furrow from him,” he is believed.

Abaye said: Anyone who appoints a guardian should appoint one like this man, who knows how to advocate in favor of the orphans. (109b)

Mishna

The *Mishna* states: If a man went overseas, and the path to his field was lost (*he had a path that ran through the neighboring fields, and when he returned from overseas, it was no longer recognizable; his neighbors refused to let him enter through their fields*), Admon says: He may force them to give him the shortest route. The *Chachamim* say: He purchases for himself a path even if it will cost him one hundred *manehs*, or let him fly through the air. (109b)

Path through their Fields

The *Gemora* asks: What is the reasoning of the *Chachamim*?

Rav Yehudah answers in the name of Rav: The *Mishna* is referring to a case where four different people owned the surrounding fields (*and each one of them can push him away*).

If so, the *Gemora* asks, what is Admon’s reason?

Rava answered: If the four people bought their fields from four different people, or where four people bought their fields from, all would agree that they may push him away (*claiming that his path is in one of the other fields*). They only argue where one person bought all the surrounding fields from four different people. Admon maintains that the claimant can say to that person, “I certainly have a path in your territory.” The *Chachamim*, however, hold that the defendant might retort, “If you will keep quiet, all is well, but if not (*and you insist on obtaining a path from my property*), I will return the deeds to their respective original owners, whom you will be unable of lodging a complaint against them

(therefore, pay me something, and I will sell you a path to use).” (109b)

INSIGHTS TO THE DAF

Divorcing her Against her Will

The *Gemora* cites a case where the father-in-law stipulated to give money to his son-in-law, and he stretched out his leg to him (*an expression meaning that he doesn’t intend to fulfill his commitment*), he may divorce her against her will.

The commentators discuss the *halacha* nowadays, where there exists the ban from Rabbeinu Gershom against divorcing a woman against her will (*there is an extensive discussion among the poskim if this applies to an arusah as well*). Is the husband permitted to forcefully accept the bill of divorce or not?

It is brought in the name of the Rashba that Rabbeinu Gershom did not issue his decree in cases where the husband was not negligent; the edict was only established for unethical husbands who wish to take advantage of their wives, and therefore, in this case, the husband may forcibly divorce her. Or, perhaps, even in this case, he should not divorce her against her will, for the wife did nothing wrong.

The *Mishna* Lamelech cites an incident that occurred with the *Mishpitei Shmuel* in the town of Kushtantina. The groom betrothed a woman and promised that he will perform the *nisuin* on a certain day. On the appointed day, the groom asked for her dowry, but his father-in-law refused, claiming that he lacked the necessary funds. The ruling was that the groom is not obligated to perform the *nisuin*, for he has a legitimate claim that his promise to marry her was only based upon his receiving the dowry from his father-in-law.

The *Pnei Moshe* derived from this ruling that in our case, the husband may forcibly divorce his *arusah*, for Rabbeinu Gershom’s decree would not be applicable in that case.

The Mishna Lamelech states that there is no proof from that ruling. The ruling there was only that the groom is not obligated to fulfill his promise to her and perform the *nisuin*, but they did not rule that he may forcibly divorce her.