

## 14.5.2

56a (דחד אמורא) → 57a (רבי יהודה אומר)

- I Continued analysis of 'משנה א' – dispute between ר' יהודה and ר"מ
- a ר' יהודה: he may write a full כתובה and then she writes a (fictive) receipt for a portion
- i challenge: ר"י doesn't allow for writing a שובר (why should the debtor have to hold on to it)
- ii answer1: when the שובר is written in to the כתובה, so that when she comes to collect, it'll be "hard-wired" in
- iii answer2: in this case, she didn't really get the money; if he loses the שובר, that's his bad judgement
- 1 difference:
- (a) answer 1 (ר' ירמיה) holds that ר"י would **never** allow שובר
- (b) answer 2 (אביי) – the text doesn't state שוברתה בתוכה
- iv challenge: why doesn't ר"י even allow an oral "receipt" for ½?
- 1 Explication: he allows a condition on financial components of קידושין (שאר וכסות)
- 2 Answer: those are מה"ת, whereas כתובה is מד"ס and חכמים gave their rulings more strength than דאורייתא
- (a) Caveat: they didn't do so vis-à-vis פירות אכילת פירות which not every husband gets;
- (b) Challenge: re: reciprocal testimony re: תר"מ, they allow it against דמאי (מד"ס)
- (c) Answers:
- (i) ודאי דרבנן is to cover doubt, they only acted in a דמאי
- (ii) תר"מ take ע"ה is a distant concern (most דמאי)
- b ר"מ prohibits – less than 200/100 is a בעילת זנות
- i reason: such a תנאי is nullified – so she really has the 200 – but she doesn't know that so it's בעילת זנות
- ii challenge: ר"מ holds that מתנה ע"מ שכתוב בתורה is null; (implying that) בדרבנן it's valid
- iii answer: ר"מ maintains דאורייתא
- c (addition from ברייתא יוסי): ר' יוסי permits (a diminished כתובה) – even if the agreement was verbal only
- i challenge: ר' יוסי disallows designation of מטלטלין for כתובה – even with אחריות – because they may depreciate
- ii answer: in that case, she doesn't know about the depreciation; here, she willingly accepts a lesser amount
- iii case law: a lost כתובה (כתובה דאירכסא); ר' יוסף thought to rule like חכמים (may live together sans כתובה); overruled, הלכה כר"מ בגזירותיו
- iv delimiting the dispute (between ר' יהודה and ר' יוסי about a verbal condition):
- 1 report #1: (ר' דימי)
- (a) ריב"ל – they only disagreed at the "beginning", at the "end", all agree that her מחילה is null
- (b) ר' יוחנן – they disagreed at the "beginning" and the "end"
- (c) ר' יוחנן's clarification: no dispute
- (i) ריב"ל meant "beginning" of חופה and "end" of ביאה
- (ii) I meant "beginning" of ביאה (::end of חופה)
- 2 Report #2: (רבין)
- (a) ריב"ל – they only disagreed at the "end", at the "beginning", all agree that her מחילה is valid
- (b) ר' יוחנן – dispute both at "beginning" and "end"
- (c) ר' יוחנן's clarification: no dispute
- (i) ריב"ל meant "beginning" of חופה and "end" of חופה
- (ii) I meant "beginning" of ביאה (::end of חופה)
- 3 Observation (פא): (ר' יוחנן) if it weren't for ר' יוחנן's clarification, the preferred method would be to ascribe the dispute to ר' יוחנן/ל' ריב"ל as opposed to ר' דימי/רבין
- 4 Lesson: more likely that אמוראים are disputing based on their own divergent reasoning, and not about what earlier אמוראים said/meant