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כתובות ק"א
The Chicago Center
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OVERVIEW of the Daf

1) Clarifying the Mishnah (cont.)

The necessity for Shmuel's rulings is explained.

It is suggested that the dispute between Rav and Shmuel parallels a dispute between R' Eliezer and R' Yehoshua.

The Gemara responds that all opinions agree concerning R' Eliezer's position and the disagreement relates to R' Yehoshua's position.

2) Worn out clothing

Shmuel is cited as explaining that the ruling that certain women mentioned in the Mishnah do not collect worn out clothing applies only to מלוג property but she does collect צאן ברזל property.

R' Pappa explains that this qualification applies to the case of secondary עריות.

R' Shimi bar Ashi infers from this ruling that when a woman brings a coat into the marriage as מלוג property her husband may not wear it until it wears out.

This is at odds with R' Nachman's position on the matter.

3) Kesubah payment

Shmuel explains that the Mishnah's ruling concerning those women who do not collect their kesubah is limited to the mandatory kesubah payment but the supplemental parts are paid.

A Baraisa echoes this same distinction.

A ruling in this Baraisa supports R' Huna's ruling that an adulterous wife does not lose the right to keep her worn out clothing.

A dissenting Baraisa is cited but R' Nachman rejected that Baraisa's ruling.

The reason R' Nachman rejected the Baraisa is explained.

4) An איילונית and a widow married to a kohen gadol

R' Huna rules that an איילונית will collect a kesubah only if her husband knew that she was an איילונית whereas a widow married to a kohen gadol always collects her kesubah.

R' Yehudah rules that even the case of the kohen gadol depends on whether he was aware she was a widow.

R' Huna's position is successfully challenged and the Gemara explains what led R' Huna to his incorrect conclusion.

הדרן עלך אלמנה ניזונת

5) MISHNAH: The Mishnah discusses the laws related to a husband who made a commitment to provide financial support for his wife's daughter.

6) One who admits to a debt

R' Yochanan rules that one who admits to a debt is liable to pay whereas Reish Lakish maintains he is exempt.

The Gemara clarifies the exact case disputed by R' Yochanan and Reish Lakish.

Our Mishnah is cited as proof to R' Yochanan's position. ■

Distinctive INSIGHT

The nature of a פקח

הפקחים היו כותבים על מנת שאזון את בתך חמש שנים כל זמן שאת עמי

The משנה למלך explains that the term "פקחים" refers to those who write things clearly. Here, the husband was wise to clearly express the condition regarding the daughters of his new wife and their support. As a result, the husband accepts to support the daughters only as long as their mother remains married to him, but after they are divorced, he no longer has to bring the daughters food and supplies for the duration of the five year period.

With this definition of "פקח," we can appreciate a comment of Rashi in Parashas Korach. Rashi asks (Bamidbar 16:7), "And Korach, who was very clever (פקח), what did he see that he entered into such a foolish encounter to argue against Moshe?" What is the source of Rashi's information that Korach was, in fact, a פקח? Earlier, the opening statement of Korach to Moshe was that "the entire assembly, all of them are holy." The precise wording of Korach's attack was peculiar, as he seems to repeat himself. Why did he say "כל העדה" and then again say "כולם"? The reason is that Korach did not want there to be any misunderstanding about his dispute with Moshe. When Korach purported that everyone was holy, and that there was no need for Moshe to lord over the people, the insinuation was not merely that most of the people were worthy, but that everyone, without exception, was on the level of having heard the voice of Hashem at Sinai. This is why he repeated, "the entire assembly," meaning "all of them."

We see, therefore, that Korach was clear and explicit in his

(Continued on page 2)

REVIEW and Remember

1. Explain the dispute between R' Eliezer and R' Yehoshua.

2. What is the practical difference whether a coat is considered principal or "produce"?

3. What does the phrase אשה ואינה אשה teach?

4. What is the exact case disputed by R' Yochanan and Reish Lakish?

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In appreciation to our Rosh Kollel Rabbi Wurzburger shlita for all you do from the Kollel Beth Hatalmud.
Dr Lanzer -Melbourne Australia

HALACHAH Highlight

Does the groom sign his kesubah?

והכא במאי עסקינן דא"ל חייב אני לך מנה בשטר

Here what are we dealing with? Where he said in a contract, "I owe you one hundred zuz."

There are two categories of contracts related to debts. One category is the type mentioned in our Gemara where the husband writes and signs that he owes someone money. The second category involves a contract where witnesses testify to the fact that someone made a kinyan to accept upon himself a financial obligation. This raises a question: in which category is a kesubah found? Is the kesubah itself the vehicle by which the liability is created, or does the kesubah represent the testimony of the witnesses that the groom accepted the terms of the kesubah in front of them with a kinyan? A very simple and practical difference between these two approaches is whether the groom must sign the kesubah. If it is the kesubah that creates the groom's financial responsibility, it would be necessary for him to sign the kesubah. However, if the kesubah represents the testimony of the witnesses that the groom made a kinyan accepting the terms of the kesubah it is unnecessary for the groom to sign the kesubah.

Some earlier Poskim[1] note that the common custom was for the groom to put his signature onto the kesubah. Some add[2] another rationale why the groom should sign the kesubah, and that is that in order to make the kesubah legally binding even in a non-Jewish court it is necessary to have the groom sign the kesubah. Another reason[3] given for this practice is that allows greater flexibility to validate the kesubah. If the groom does not sign the kesubah the kesubah is enforceable only if the witnesses are available to testify about their signature, or if others could confirm their signature. If, however, the kesubah could not be thus validated the kesubah would be rendered void. By adding the groom's signature the kesubah could be validated by finding witnesses who can confirm the groom's signature.

The Shevet HaLevi[4] writes that it is proper for the groom to sign the kesubah since that seems to be the majority position about this matter, and that is the custom amongst Ashkenazim. In Eretz Yisroel, however, the custom is that the groom does not sign the kesubah. Therefore, he notes that his custom is to encourage grooms to sign the kesubah, but it is also acceptable if the groom does not sign the kesubah since that is the local custom. ■

1. ע' ספר כתובה כהלכתה שביבי אש סי' ז'.
2. ספר נוה שלום כתובות אות ח'.
3. שו"ת תשב"ץ ח"ד טור השלישי סי' א'.
4. שו"ת שבט הלוי ח"ח סי' רפ"ה. ■

(Insight. Continued from page 1)

wording, the sure sign of a פקח.

Taz, to Orach Chaim (682:3) comments regarding the wording of the Amidah on Rosh Hashana and Yom Kippur. We daven that Hashem extend his reign "על כל העולם כולו." Here, again, we find an apparent redundancy. Why do we say "the entire world," and then say "כולו—all of it"? The message is that we want to clearly declare that we wish to see that Hashem will be recognized as the King of the entire world, not just the majority of it. This is why we say "the entire world," and we once again explain that we mean "all of it." ■

STORIES Off the Daf

The Clever Ones

"הפקחים..."

On today's daf, we find that a clever person (פקח) will use the correct formulation in a prenuptial contract to avoid knotty problems that might arise in the future.

In 5698 (1938), a certain man managed to emigrate from Austria to America, figuring that his wife would be able to join him shortly. Although he was making a living, he was having a very difficult time arranging his wife's emigration. This made him very depressed because he feared for her safety. He finally got so depressed that he told his partner that he felt like he was going to end it all. His partner was a Gerrer chossid and suggested that before taking such a step, he should at least consult with the Kapischnitzer Rebbe, who was well known for his tzidukus as well as his פקחות, his cleverness.

The two went to see the Rebbe together. After hearing the problem, the Rebbe gazed at the man in a concerned fashion for a few minutes and then said, "I guarantee that your wife will be here within two weeks."

Although the man was not a chossid, these words lightened his emotional load considerably. After he left the Rebbe, he found that his depression was completely gone.

Sure enough, things worked out and his wife arrived within two weeks.

The very impressed partner went to see the Rebbe alone and asked, "How could one promise that his wife would arrive in such a short time? Isn't this an outright miracle?"

The Rebbe replied, "I could see that my first priority was to save this man's life by alleviating his terrible despair and depression. The only way I could see to accomplish this was by promising his wife's arrival within a short time. So I did so to buy him another two weeks. After you left, I took out my Tehillim and started to cry, 'Ribono shel olam! You know that the only way to save that man's life was to promise his wife's arrival. Please don't make me into a liar! I will say Tehillim and You will surely help by fulfilling my promise. I can do nothing, but You can literally do anything!'

The Rebbe concluded, "So you see, the Ribono shel olam had mercy and brought her over!" ■

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