

OVERVIEW of the Daf

1) Clarifying the Mishnah (cont.)

R' Yehudah in the name of Rav maintains that the oath under discussion in the Mishnah is the administrative oath whereas R' Nachman in the name of Rabbah bar Avuha maintains that it refers to the oath taken before a woman collects her kesubah.

R' Mordechai challenged R' Yehudah's explanation.

R' Ashi explained that R' Mordechai incorrectly thought that R' Yehudah was referring to the first halachah of the Mishnah but since he was referring to the latter ruling of the Mishnah there is no challenge.

A clause of the Mishnah is explained by R' Yehudah in the name of Rav in light of this explanation.

R' Masna offers an alternative explanation to that clause of the Mishnah.

2) Freeing one's wife from oaths

Rabbah in the name of R' Chiya discusses the implications of different statements the husband makes to free his wife from taking an oath. A second version of R' Chiya's statement is presented.

R' Zakkai offers additional guidelines regarding this matter.

Abba Shaul suggests further parameters for this matter.

A second version of Abba Shaul's teaching is presented.

R' Nachman in the name of Shmuel rules in accordance with Abba Shaul.

3) **MISHNAH:** The Mishnah presents numerous cases in which a woman must take an oath before collecting her kesubah.

4) Partial collection of the kesubah

Rami bar Chama suggested that the oath a woman takes when she received partial collection of her kesubah is the Biblical oath of partial admission **מודה במקצת**.

Rava challenges this suggestion for two reasons and suggests that the oath is only Rabbinic.

The Gemara inquires whether the halacha will change if she received her partial payment in the presence of witnesses. Will she be required to take an oath even in such a case?

(Overview...Continued on page 2)

REVIEW and Remember

1. What happens when a husband writes to his wife that she is נקי נדר?

2. What circumstances necessitate a woman to take an oath before she collects her kesubah?

3. What is the source for the oath taken by a woman who received partial payment of her kesubah?

4. Explain the case of פוחתה כתובתה.

Distinctive INSIGHT

Paying the head-tax from the land of the orphans

אמרי נהרדעי לכרגא ולמזוני ולקבורה מזבנין בלא אכרזתא

Rashi explains that the head-tax mentioned here is money collected by the king corresponding to each person. The king assesses this amount even for the orphans, and we therefore take their land sell it without an auction process of announcing the sale in order to procure the highest price possible. Tosafos (ד"ה לכרגא) asks that this suggests that we can take land of the orphans and liquidate it for their needs, but this must be done with the appropriate advance notice and publicity in order to ensure that we are selling it for the highest price possible, yet the Gemara (Arachin 22a) brings a contradiction. On the one hand, Rabbi Yehuda in the name of Rav Asi teaches that land belonging to orphans cannot be sold to pay their debts, unless they owe a gentile a loan with interest, and the amount is growing. On the other hand the Mishnah (ibid. 21b) states that the process of auctioning the land of orphans should extend thirty days, thus indicating that we do sell their land. The Gemara there struggles and finally resolves the question from the Mishnah against Rav Asi. Asks our Tosafos, according to Rashi's understanding, why did the Gemara in Arachin not simply answer that the Mishnah which allows the fields of the orphans to be sold is speaking about selling the land for the needs of the orphans themselves (and not simply to pay back a loan). Rather, the fact that the Gemara did not offer this solution indicates that when we do sell their land to pay for their needs, we may do so without the thirty day procedure. This leads Tosafos to note that our Gemara in Kesuvos which allows selling the land of orphans without public notice should have been stated in a general manner in terms of paying for any needs of the children, and not limit itself to selling land to pay the head-tax to the king.

Ritva answers that Rashi would say that, indeed, we sell the land of orphans without public notice for any of their needs. The reason our Gemara gives the examples of a head-tax, for food and for burial is that these three categories typify all needs of the orphans.

Tosafos explains the case here of כרגא to refer to the head-tax for the wife. Just as the orphans must provide for the sustenance of their mother, so too must they cover the basic expenses of her subsistence, including paying the head-tax due to the king on her behalf. ■

Today's Daf Digest is dedicated

לעילוי נשמת אמי מורתי
גננדיל בת ר' משה

HALACHAH Highlight

The credibility of a store owner's ledger

ואלו נשבעין ונוטלין ... וחונני על פנקסו

The following are cases where they take an oath and collect ... the store-owner [filing a claim recorded in his] ledger.

Poskim have addressed the common issue of a store owner who claims to be owed money from a customer who bought merchandise on credit and hasn't paid the bill. The basis for the store owner's claim is that he has recorded in his ledger the total amount of purchases made by the customer and the payments the customer has made, and since the totals do not match it is evident that money is still due. The customer claims that he has paid off all his debts and the ledger is not reliable since the storeowner is not careful to record all of the transactions. Our Gemara mentions the case of a store owner's ledger and states that the store owner takes an oath and collects his debt. In the Mishnah in Shevuos¹ the case is explained in greater detail. An employer instructed a store owner to provide food for his employees on credit and he would pay the store owner at some point in the future. Some time later the employees file a claim against their employer that they never received their food, but the store owner has recorded in his ledger that he provided those employees with food. In this case the Mishnah rules that the employees and the store owner take an oath and each can collect their claim from the employer.

This halacha indicates that a store owner's ledger is not accepted as fact in all circumstances, rather it is credible only when there is additional circumstantial evidence (רגלים לדבר) that the claim of the store owner is true, like the case of the Mishnah

(Overview...Continued from page 1)

A resolution is suggested and rejected, and the matter remains unresolved.

The Gemara inquires whether the halacha will change if she is able to give a precise accounting of the payments she received.

The matter is left unresolved.

The Gemara inquires whether her admission that the kesubah is not worth the amount recorded is the same as having received partial payment for her kesubah, thus requiring that an oath be taken.

A Baraisa is cited that indicates that there is no oath in this case. Rava the son of Rabbah explains the basis by which she collects her kesubah in this case.

5) A single witness

Rami bar Chama suggested that the oath a woman takes is a Biblical one when a single witness testifies that she received payment.

Rava challenges this suggestion for two reasons and suggests that the oath is only Rabbinic. ■

where the employer admits that he instructed the store owner to advance him credit. Therefore, Rav Yechezkel Landau², the Noda B'Yehudah, wrote that it is clear and obvious that the store owner's ledger is no stronger than if the store owner had filed his claim orally. Consequently, if the store owner has a record that a customer owes him money and the customer disputes the claim, the store owner will not be able to collect any money. However, he will be able to force the customer to take an oath denying the claim, similar to any case of one who denies a claim filed against him, where he must take a Rabbinic oath (שבועת כופר בכל). ■

1. משנה שבועות מד :

2. שו"ת נודע ביהודה מהדו"ת חו"מ סי' ט"ו. ■

STORIES Off the Daf

The Golden Coin

"כל הנשבעין שבתורה נשבעין ולא משלמין..."

On today's daf we find that every d'Oraisa oath involves swearing in court to avoid making a payment that is demanded by a plaintiff or purported creditor.

It was the height of a famine in Yerushalayim during World War I, but a certain mohel had a golden Napoleon coin that represented the sum total of his savings. The coin was a veritable fortune which could provide food for an entire family for a year, but the mohel didn't use the money since he was managing to make ends meet. He kept it on top of a closet in his home.

One day, his seven year old noticed the

coin and took it. Although he didn't understand the value of such a coin, he did know that it must be money, and with money he could buy sweets at the local grocery. He pocketed the coin and left the house.

In the meantime, the mohel came home and checked for the coin as always. To his dismay, it was gone. He informed his wife, and when their child came home they asked him if he had taken the coin. The child replied that he had taken it and bought a few candies for it from the grocer.

The distressed mother rushed to the grocer. "Ganev! You dared to take a Napoleon from my child? My husband has saved money to provide for our family during these difficult times and you took it off of a clueless child it for a few candies?"

"What are you talking about?" answered the grocer. "Your boy gave me a

chireleh, a Turkish grush. I didn't receive any Napoleon! Everyone knows that a child that young can't distinguish between coins!"

The mohel and his wife summoned the grocer to beis din, but he was adamant that he had done no wrong. "I am willing to swear on it!" The plaintiffs were astounded at the man's audacity, but they dropped the case rather than cause him to swear falsely.

After the war, the mohel received an anonymous letter with a Napoleon enclosed. "You should know that I saw your son walking down the street playing with the Napoleon and asked to see it. My family was starving, and I thought: If this boy's parents have enough money to allow him to use this coin as a plaything, they will not miss it. I gave him a grush in its place, but he didn't notice. Please forgive me for my theft!" ■

