



Tenai Beit Din

The *Mishnah* (4:7) teaches that if a husband did not write the standard sum of money in the *ketubah* he is still obligated to pay that amount. It is a *tenai beit din*, a standard obligation, that is not dependant on whether it is written in the *ketubah*. Similarly, if the husband allocated some land for the *ketubah* and did not write that there is a lien on all his property to fund the *ketubah*, it would nonetheless apply to all his property. Once again, it is a *tenai beit din*.

The *Pnei Yehoshua* notes that the *Mishnah* in the first *perek* already taught the value of the *ketubah* for a *betulah* and *almana*. What then is the need for this *Mishnah*? The *Pnei Yehoshua* explains that the *Mishnah* was necessary for the point that the *Gemara* was able to derive from our *Mishnah*.

The *Gemara* (51a) initially explains that the *Mishnah* is according to the opinion of *R' Meir* since he maintains that the *ketubah* can never be less than two hundred. *R' Yehuda* however argues that a woman can write a receipt from the outset that she has already received one hundred, thereby forgoing half the value. At the core, *R' Meir* and *R' Yehuda* argue whether the obligation of a *ketubah* is biblical or rabbinic.

The *Gemara* however continues that the continuation of the *Mishnah* appears to align with *R' Yehuda* and not *R' Meir*. That is because they argue whether omitting *achrayut nechasin* is a *ta'ut sofer*. In other words, when a loan contract is drawn, it must include that a lien is placed on all the property of the borrower. This means that if he cannot pay back the loan, the money can be collected even from property that was sold after the loan. *R' Yehuda* maintains that even if it is omitted, we considered it as if it was written in the contract, whereas *R' Meir* disagrees. The end of the *Mishnah* which asserts that *achrayut nechasin* is a *tenai beit din* for a *ketubah* appears to reflect the opinion of *R' Yehuda*.

The *Gemara* explains that the *Mishnah* could reflect the opinion of either *R' Yehuda* or *R' Meir*. It is possible that even the beginning of the *Mishnah* aligns with *R' Yehuda*. *R' Yehuda* only allows the value of the *ketubah* to be less than two hundred if she put in writing that it should be considered as if she already accepted half the *ketubah's* value. *Rashi* explains that if it was not put in writing, then it assumed that

she was instead relying on the standard rule that the value of the *ketubah* is two-hundred. The *Pnei Yehoshua* explains that even if she stipulated at the time of marriage that the *ketubah* should be less than two-hundred, *R' Yehuda* would maintain it would not work. That is because since the *ketubah* is rabbinic, they strengthened the laws around it to assert its authority. The *Gemara* adds that the end of the *Mishnah* could align with *R' Meir*. When the *Mishnah* states that the money can be collected from all his property, it means the property in his possession and not property that had been sold.

Consequently the *Mishnah* was needed to teach these additional laws that disqualify other initiatives that attempt to reduce the value of the *ketubah*.

The *Pnei Yehoshua* notes that the language that the *ketubah's* value is a *tenai beit din* appears to align better with *R' Yehuda* who maintains that the *ketubah* is rabbinic. According to *R' Meir* however, the law of the *ketubah* is biblical. What then is the *tenai beit din*?

The *Pnei Yehoshua* answers that the *Mishnah* was referring specifically to the *ketubah* of an *almana* which *R' Meir* agrees is rabbinic. Alternatively, it is referring to the law discussed in the *Gemara* that she cannot write that she has received part of the *ketubah*. That is because of the *gezeira* that a man cannot be with his wife without a *ketubah*; the *Chachamim* did not want it to be easy for the husband to divorce his wife on impulse. It is because of that *gezeirah* – that *tenai beit din* – the *mechila* cannot work.

Indeed, the *Cheshek Shlomo* understands that the term *tenai beit din* works better with the opinion of *R' Meir*. The *Gemara* was certain that the *Mishnah* was discussing the case of *mechila* since it is this detail that is related to a *takana*. According to *R' Yehuda* however many details are rabbinic. Furthermore, according to *R' Yehuda*, the *ketubah* was a *takana kedumah*, an early decree, for which the term *tenai beit din* does not appear to be appropriate. The *Cheshek Shlomo* explains that this is why the *Gemara* first assumed that the beginning of the *Mishnah* was the opinion of *R' Meir*.

Revision Questions

כתובות ג' – ד' :ג'

- Explain the debate regarding whether a *knas* applies to a *na'arah* that got engaged then divorced. (ג':ג')
- What three things is a *mefateh* obligated to pay? (ד':ג')
- What four things is an *ones* obligated to pay? (ד':ג')
- What are the three differences between a *mefateh* and an *ones*? (ד':ג')
- In what case is the *ones* not "*shoteh ba'atzitzo*"? (ה':ג')
- According to R' Elazar what is another difference between a *mefateh* and an *ones*? (ג':ג')
- How is *boshet* (shame) compensation calculated? (ז':ג')
- How is *pegam* compensation calculated? (ז':ג')
- What relationship does the *Mishnah* draw between the rights of the father in *mecher* and *knas*? (ח':ג')
- What is a person obligated to pay if they confess that they stole an object? (ט':ג')
- Complete the following principle: (ט':ג')
זה הכלל: _____ אינו משלם על בי עצמו
- In a case of *pitui*, to whom are elements of compensation paid: (א':ג')
- If the father is alive during the trial?
- If the father died after the trial?
- If the father died prior to the trial?
- If she became a *bogeret* prior to the trial?
- On which of the cases in the previous question does R' Shimon argue? (א':ג')
- In what case is the *ketubah* payment paid to someone else other than the divorcee? (ב':ג')
- What is different from a regular case of *na'arah meorasah she'zinta* when: (ד':ג')
- The *na'arah* converted?
- The *na'arah* mother converted whilst pregnant with her?
- What are the five rights listed in the *Mishnah* that a father has whilst his daughter has not yet become a *bogeret*? (ד':ג')
- What is the difference between the rights of a father and husband? (ד':ג')
- What are the three obligations placed on a husband? (ד':ג')
- At what point is a girl transferred from the *reshut* of the father to the *reshut* of the husband? (ה':ג')
- Complete the following statement analysed by R' Elazar ben Azaria: (ו':ג')
- "_____ והבנות _____ והבנים"
- What was the implication of the above statement? (ו':ג')
- Can a woman still claim the money of a *ketubah* if she never had one written for her? (ז':ג')

Shiurim

ONLINE SHIURIM

Yisrael Bankier
mishnahyomit.com/shiurim

Rabbi Reuven Spolter
mishnah.co

Rabbi Chaim Brown
www.shemayisrael.com/mishna/

Rabbi E. Kornfeld
Rabbi C. Brown
http://www.dafyomi.co.il/calendars/myomi/myomi-thisweek.htm

APPS

Mishnah Yomit
mishnahyomit.com

All Mishnah
Orthodox Union

Mishna Yomi
Our Somayach, South Africa

Kehati

SHIUR ON KOL HALOSHON

Rabbi Moshe Meir Weiss
In US dial: 718 906 6400
Then select: 1 – 2 – 4

Next Week's Mishnayot...

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	שבת קודש
14 January ד' שבט	15 January ה' שבט	16 January ו' שבט	17 January ז' שבט	18 January ח' שבט	19 January ט' שבט	20 January י' שבט
Ketubot 4:8-9	Ketubot 4:10-11	Ketubot 4:12-5:1	Ketubot 5:2-3	Ketubot 5:4-5	Ketubot 5:6-7	Ketubot 5:8-9

