



captive, or who converted with regard to the convert, or who were freed with regard to the maidservant, when they were more than three years and one day old, their marriage contract is one hundred dinars and they are not subject to a claim concerning their virginity. When they married, their presumptive status was that of a non-virgin.

1:5 A man who eats at the house of his father-in-law in Judea after betrothal and with-out witnesses to attest to the fact that he was not alone with his betrothed is unable to make a claim concerning virginity after marriage because in accordance with the custom in Judea, the assumption is that he secluded himself with her, and the concern is that it was he who engaged in intercourse with her. For both a widow who is an Israelite woman and a widow who is the daughter of priests, her marriage contract is one hundred dinars. A court of priests would collect a marriage contract of four hundred dinars for a virgin daughter of a priest, twice the sum of the standard marriage contract for a virgin, and the Sages did not reprimand them.

1:6 There is a case of one who marries a woman and did not find her hymen intact, and she says: After you betrothed me I was raped, and his, i.e., her husband's, field was inundated, meaning that it is his misfortune that she is not a virgin, as she was raped after betrothal. And he says: No; rather, you were raped before I betrothed you, and my transaction was a mistaken transaction. Rabban Gamliel and Rabbi Eliezer say: She is deemed credible. Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives; rather, this woman assumes the presumptive status of one who engaged in intercourse when she was not yet betrothed and she misled him, until she brings proof supporting her statement.

1:7 In a case where she says: I am one whose hymen was ruptured by wood, i.e., she admits that her hymen is not intact but claims that it was not ruptured through intercourse, and the groom says: No; rather, you are one who was trampled by a man, and your hymen was ruptured through intercourse, Rabban Gamliel and Rabbi Eliezer say: She is deemed credible and her claim is accepted because she certainly knows what actually happened. Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives; rather, she retains the presumptive status of one who was trampled by a man, until she brings proof supporting her statement that her hymen was ruptured by wood.

1:8 If people saw a woman speaking to one man, but they did not recognize him, and they said to her: What is the nature [tivo] of this man? And she said to them: He is a man called so-and-so and he is a priest; Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement emerging from her mouth that we conduct our lives. Rather, she assumes the presumptive status of one who engaged in intercourse with a Gibeonite or with a mamzer, men of flawed lineage who disqualify her from marrying a priest, until she brings proof supporting her statement.

1:9 Similarly, if a single woman was pregnant, and people said to her: What is the nature of this fetus? And she says to them: It is from a man called so-and-so and he is a priest; Rabban Gamliel and Rabbi Eliezer say: She is deemed credible, and Rabbi Yehoshua says: It is not based on the statement

emerging from her mouth that we conduct our lives. Rather, she assumes the presumptive status of one who conceived from a Gibeonite or a mamzer, until she brings proof supporting her statement.

1:10 Rabbi Yosei said: There was an incident involving a young girl who descended to fill her jug with water from the spring, and she was raped, and the identity of the rapist was unknown. Rabbi Yohanan ben Nuri said: If the majority of the people of the city marry their daughters to members of the priesthood, this young girl may be married to a member of the priesthood.

2:1 With regard to a woman who was widowed or divorced, and is now claiming payment of her marriage contract that is not before the court, and she says: You married me as a virgin, who is entitled to two hundred dinars, and he says: No; rather, I married you as a widow, who is entitled to one hundred dinars, then, if there are witnesses that she went out of her father's house to her wedding with a hinnuma or with her hair uncovered, in a manner typical of virgins, payment of her marriage contract is two hundred dinars. Rabbi Yohanan ben Beroka says: Even testimony that there was distribution of roasted grain, which was customary at weddings of virgins, constitutes proof that she is a virgin.

2:2 Several disputes between Rabban Gamliel and Rabbi Yehoshua were cited previously with regard to the credibility accorded to the respective claims of parties to a dispute. Based on one of those disputes, the tanna adds: And Rabbi Yehoshua concedes in a case where one says to another: This field, which is currently in my possession, belonged to your father and I purchased it from him, that he is deemed credible, and his entire claim is accepted. The court accepts not only his admission that it once belonged to the other's father, but also his statement that he purchased it. This is so, as the mouth that prohibited, i.e., claimed that the field had belonged to the other's father, is the mouth that permitted, i.e., claimed that he purchased the field. Even if he had not admitted that it had belonged to the other's father, the field would have remained in his possession. Therefore, his claim is accepted. However, if there are witnesses that the field belonged to his father, and the one who has the field in his possession says: I purchased it from him, he is not deemed credible and his claim is rejected.

2:3 With regard to the witnesses who said in their testimony to ratify their signatures in a document: We signed the document and this is our handwriting; however, we were compelled to sign, or we were minors when we signed, or we were disqualified witnesses, e.g., we are relatives of one of the parties, they are deemed credible. Since the document is ratified on the basis of their testimony, it is likewise invalidated on the basis of their testimony. However, if there are other witnesses who testify that it is their handwriting, or if their handwriting emerges on a document from another place, enabling confirmation of their signatures by comparing the two documents, then the witnesses who signed the document are not deemed credible. The document is not invalidated based on their testimony, because ratification of the document is not dependent on their testimony, as their signatures can be authenticated independently.

2:4 If this witness whose name is signed on a document says: This is my

handwriting and this is the handwriting of my fellow witness, and that witness says: This is my handwriting and that is the handwriting of my fellow witness, these witnesses are deemed credible and the document is ratified, as together they provide testimony authenticating both signatures. If this witness says: This is my handwriting, and that witness says: This is my handwriting, and neither testifies with regard to the signature of the other, they must add another witness with them who will authenticate the signatures of the two witnesses, as otherwise, each of the witnesses would be testifying with regard to half the sum in the document; this is the statement of Rabbi Yehuda HaNasi. And the Rabbis say: They need not add another witness with them. Rather, a person is deemed credible to say: This is my handwriting. The testimony of the two signatories about their own signatures is sufficient.

2:5 With regard to a woman who said: I was a married woman and now I am a divorcée, she is deemed credible and permitted to remarry, as the mouth that prohibited and established that she was married is the mouth that permitted, and established that she is divorced. However, if there are witnesses that she was a married woman, and she says: I am a divorcée, she is not deemed credible. Similarly, with regard to a woman who said: I was taken captive but I am pure, as I was not raped in captivity, she is deemed credible and permitted to marry a priest, as the mouth that prohibited and established that she was taken captive is the mouth that permitted and established that she was not defiled. But if there are witnesses that she was taken captive, and she says: I am pure, she is not deemed credible. And if witnesses came after she married, this woman need not leave her husband.

2:6 In a case where witnesses testify that there are two women who were taken captive, and this woman says: I was taken captive but I am pure, and that woman says: I was taken captive but I am pure, they are not deemed credible. And when this woman testifies about that woman that she is pure and vice versa, they are deemed credible.

2:7 And likewise, with regard to two men whose lineage is unknown, and this man says: I am a priest, and that man says: I am a priest, they are not deemed credible. And when this man testifies about that man that he is a priest and vice versa, they are deemed credible.

2:8 Rabbi Yehuda says: One does not elevate a man to priesthood on the basis of one witness. Two witnesses are required for that purpose. Rabbi Elazar says: When is that the ruling? In a case where there are challengers to his claim that he is a priest. However, in a case where there are no challengers, one elevates a man to priesthood on the basis of one witness. Rabban Shimon ben Gamliel says in the name of Rabbi Shimon, son of the deputy High Priest: One elevates a man to priesthood on the basis of one witness.

2:9 In the case of a woman who was imprisoned by gentiles due to a monetary offense committed by her husband, once she is released after he pays his debt, she is permitted to her husband, even if he is a priest. There is no concern that they violated her because their objective is to coerce the husband to pay his debt in exchange for her release. Were they to abuse her, it is possible that he would be unwilling to pay. However, if a woman was imprisoned due to a capital offense and sentenced to death, once she is released she is forbidden

to her husband even if he is not a priest due to the concern that perhaps her captors violated her, and she acquiesced to one of them. With regard to a city that was conquered by an army laying siege, all the women married to priests located in the city are unfit and forbidden to their husbands, due to the concern that they were raped. And if they have witnesses, even if the witness is a slave, even if the witness is a maidservant, both of whom are generally disqualified as witnesses, they are deemed credible. And a person is not deemed credible to establish his status by his own testimony. Therefore, a woman is not deemed credible to claim that she was not violated. Rabbi Zekharya ben HaKatzav said: I swear by this abode of the Divine Presence that my wife's hand did not move from my hand from the time that the gentiles entered Jerusalem until they left, and I know for a fact that she was not defiled. The Sages said to him: A person cannot testify about himself. The legal status of one's wife is like his own status in this regard. Therefore, your testimony is not accepted, and your wife is forbidden to you.

2:10 And these are deemed credible to testify in their majority with regard to what they saw in their minority. A person is deemed credible to say: This is my father's handwriting, and to say: This is my teacher's handwriting; and to say: This is my brother's handwriting, even though he never saw their handwriting after reaching majority. § Similarly, one is deemed credible to say: I was reminded of the wedding of so-and-so, who went out with a hinnuma, or with her hair uncovered in a manner typical of virgins, and therefore, her marriage contract is two hundred dinars; and to say that so-and-so would leave school to immerse in order to partake of teruma, and that he would share teruma with us at the threshing floor and therefore he is a priest. Similarly, one is deemed credible to say: This place is a beit haperas, a field with a grave that was plowed, scattering the bones, and rendering the field a place of uncertain ritual impurity; and to say: Until here we would come on Shabbat and thereby determine the Shabbat boundary. However, a person is neither deemed credible to say: So-and-so had a path in this place; nor to say: So-and-so had a tract of land where they would perform the ritual of standing and sitting and deliver a eulogy in that place, thereby attesting that the land belongs to that person. The reason he is not deemed credible in those cases is that full-fledged testimony is required to remove property from the possession of its presumptive owner.

3:1 These are the cases of young women for whom there is a fine paid to their fathers by one who rapes them: One who engages in intercourse with a mamzeret, or with a Gibeonite woman [netina], who are given [netunim] to the service of the people and the altar (see Joshua 9:27), or with a Samaritan woman [kutit]. In addition, the same applies to one who engages in intercourse with a female convert, or with a captive woman, or with a maidservant, provided that the captives were ransomed, or that the converts converted, or that the maidservants were liberated when they were less than three years and one day old, as only in that case do they maintain the presumptive status of a virgin. Similarly, one who engages in intercourse with his sister, i.e., he rapes her, or with his father's sister, or with his mother's sister, or with his wife's sister, or with his brother's wife, or with his father's

brother's wife after they divorced, or with a menstruating woman, there is a fine paid. Although there is karet for engaging in relations with any of the women enumerated in this list, one is liable to pay the fine because there is no court-imposed capital punishment. In cases where there is a court-imposed death penalty, the rapist would be exempt from paying the fine.

3:2 And these are the cases of young women who do not have a fine paid to their fathers when they are raped or seduced: One who has intercourse with a convert or with a captive woman or with a gentile maidservant, who were redeemed, converted, or emancipated when they were more than three years and one day old, as presumably they are no longer virgins. Rabbi Yehuda says: A captive woman who was redeemed remains in her state of sanctity even though she is an adult, as it cannot be stated that she certainly engaged in intercourse. The mishna resumes its list of the cases of young women who are not entitled to a fine when raped or seduced by the following men: In the case of one who engages in intercourse with his daughter, with his daughter's daughter, with his son's daughter, with his wife's daughter, with her son's daughter, or with her daughter's daughter; they do not receive payment of a fine. That is due to the fact that he is liable to receive the death penalty, and that their death penalty is administered by the court, and anyone who is liable to receive the death penalty does not pay money, as it is stated: "And yet no harm follow, he shall be punished" (Exodus 21:22). This verse indicates that if a woman dies and the one who struck her is liable to receive the death penalty, he is exempt from payment.

3:3 With regard to a young woman who was betrothed and divorced, and then raped, Rabbi Yosei HaGelili says: She does not receive payment of a fine for her rape. Rabbi Akiva says: She receives payment of a fine for her rape and her fine is paid to herself, not her father, as since she was betrothed and divorced she is no longer subject to her father's authority.

3:4 The seducer gives the father of his victim three things, and the rapist gives the father four. The mishna specifies: The seducer gives the father payments for humiliation, degradation, and the fine. A rapist adds an addition to his payments, as he also gives payment for the pain. What are the differences between the halakha of a rapist and that of a seducer? The rapist gives payment for the pain, and the seducer does not give payment for the pain. The rapist gives payment immediately, and the seducer does not pay those payments immediately but only when he releases her. The rapist drinks from his vessel [atzitzo], i.e., marries the woman he raped, perforce, and the seducer, if he wishes to release her, he releases her.

3:5 The mishna clarifies: How does the rapist drink from his vessel? Even if the woman he raped is lame, even if she is blind, and even if she is afflicted with boils, he is obligated to marry her and may not divorce her. However, if a matter of licentiousness is found in her, e.g., if she committed adultery, or if she is unfit to enter the Jewish people, e.g., if she is a mamzeret, he is not permitted to sustain her as his wife, as it is stated: "And to him she shall be as a wife" (Deuteronomy 22:29), from which it is inferred that she must be a woman who is legally suitable for him.

3:6 With regard to an orphan who was betrothed and divorced, Rabbi Elazar says:

One who rapes her is obligated to pay the fine, as she is a virgin young woman, and one who seduces her is exempt from payment. Because she is an orphan, or because she was betrothed and divorced, she is independent, and by consenting to the seduction she forgoes her right to the fine.

3:7 What is humiliation? How is the payment for humiliation during rape or seduction assessed? It is all based on the one who humiliated and the one who was humiliated. The price will vary depending on the lineage of the family of the rape victim and the nature of the attacker. How is her degradation assessed? One considers her as though she were a maidservant sold in the marketplace, and assesses how much she was worth beforehand and how much she is currently worth, after the rape or seduction. The sum of the fine is equal for all people, and the principle is: Any payment that has a fixed sum by Torah law is equal for all people, regardless of the lineage and the physical state of the attacker or the victim.

3:8 Any place where there is sale by a father of his minor daughter as a Hebrew maidservant, there is no fine if she is raped. And any place where there is a fine, when a young woman is raped; there is no sale by the father. The Gemara specifies: A minor is subject to sale by her father, and she is not entitled to a fine if she is raped. A young woman is entitled to a fine if she is raped and is not subject to sale. A grown woman is neither subject to sale nor entitled to a fine.

3:9 One who says: I seduced the daughter of so-and-so, pays compensation for humiliation and degradation based on his own admission, but does not pay the fine. Similarly, one who says: I stole, pays the principal, the value of the stolen goods, based on his own admission, but does not pay the double payment and the payment four and five times the principal for the slaughter or sale of the sheep or ox that he stole. Likewise if he confessed: My ox killed so-and-so, or: My ox killed an ox belonging to so-and-so, this owner pays based on his own admission. However, if he said: My ox killed a slave belonging to so-and-so, he does not pay based on his own admission as that payment is a fine. This is the principle: Anyone who pays more than what he damaged, the payments are fines and therefore he does not pay based on his own admission. He pays only based on the testimony of others.

4:1 In the case of a young woman who was seduced, the compensation for her humiliation and her degradation and her fine belong to her father. And the same applies to the compensation for pain in the case of a woman who was raped. If the young woman stood trial against the seducer or rapist before the father died, these payments belong to her father, as stated above. If the father died before he collected the money from the offender, the payments belong to her brothers. As the father's heirs, they inherit the money to which he was entitled before he passed away. However, if she did not manage to stand in judgment before the father died, and she was subsequently awarded the money, the compensation belongs to her, as she is now under her own jurisdiction due to the fact that she no longer has a father. If she stood trial before she reached majority, the payments belong to her father, and if the father died, they belong to her brothers, who inherit the money notwithstanding the fact that she has become a grown woman since the trial. If she did not manage to

stand in judgment before she reached majority, the money belongs to her. Rabbi Shimon says: Even if she stood trial in her father's lifetime but did not manage to collect the payments before the father died, the brothers do not inherit this money, as it belongs to her. By contrast, with regard to her earnings and the lost items that she has found, although she has not collected them, e.g., she had yet to receive her wages, if the father died they belong to her brothers. These payments are considered the property of their father, as he was entitled to them before he passed away.

4:2 One who betroths his minor daughter to a man, and the man subsequently divorces her, and her father then betroths her to another, and she is widowed, the payment specified in her marriage contract, even from her second husband, is his, i.e., it belongs to the father. However, if her father married her off and her husband divorced her, and her father then married her to another man and she was widowed, even the payment specified in her marriage contract from her first marriage is hers. Rabbi Yehuda says that the payment specified in the first marriage contract belongs to the father. They said to him: If it was after he married her off, even the first time, her father no longer has authority over her.

4:3 In the case of a female convert whose daughter converted with her and later, as a young woman, the daughter engaged in licentious sexual relations when she was betrothed, she is executed by strangulation, not stoning, the method of execution that would be employed had she been born Jewish. She has neither the halakha of being executed at the entrance to her father's house, as in the case of a woman who was born Jewish who committed this crime, nor does she receive one hundred sela if her husband defamed her by falsely claiming that she had committed adultery. The reason is that the verses state "Israel" (Deuteronomy 22:19, 21) with regard to these halakhot, indicating that these halakhot apply only to those born as Jews. However, if the daughter's conception occurred when her mother was not yet in a state of sanctity, i.e., when she was still a gentile, but her birth took place when her mother was in a state of sanctity, as her mother converted during her pregnancy, this daughter is punishable by stoning if she committed adultery as a betrothed young woman. However, she has neither the halakha of being executed at the entrance to her father's house, nor the right to one hundred sela if it turns out that her husband defamed her. If her conception and birth occurred when her mother was in a state of sanctity, i.e., after she converted, she is like a regular Jewish woman in all matters. If a young woman who is betrothed commits adultery and she has a father but does not have an entrance to her father's house, i.e., if her father does not possess a house of his own, or if she has an entrance to her father's house but does not have a father, as he has passed away, she is nevertheless executed via stoning, as the requirement that she is to be executed at the entrance to her father's house is stated only for a mitzva but it is not an indispensable requirement.

4:4 A father has authority over his daughter with regard to her betrothal through money, through a marriage document, or through intercourse. Likewise, a father is entitled to items she has found, and to her earnings, and to effect the nullification of her vows, i.e., a father may nullify his daughter's

vows. And he accepts her bill of divorce on her behalf if she is divorced from betrothal before she becomes a grown woman. And although he inherits her property when she dies, e.g., property she inherited from her mother's family, he does not consume the produce of her property during her lifetime. If the daughter married, the husband has more rights and obligations than her father had before the marriage, as he consumes the produce of her property during her lifetime, and he is obligated to provide her sustenance, her redemption if she is captured, and her burial upon her death. Rabbi Yehuda says: Even the poorest man of the Jewish people may not provide fewer than two flutes and a lamenting woman, which it was customary to hire for a funeral, as these too are included in the duties of burial.

4:5 Even after she is betrothed, a daughter is always under her father's authority until she enters her husband's authority in marriage via the wedding canopy. If the father delivered his daughter to the husband's messengers to bring her to her husband and the wedding canopy, once she has been handed over she is under the husband's authority. However, if the father went with the husband's messengers, or if the father's messengers went with the husband's messengers, she is still under the father's authority, as he has not fully delivered her to the husband's messengers. If her father sent her with his own messengers and the father's messengers delivered the woman to the husband's messengers, from that moment onwards she is under her husband's authority.

4:6 A father is not obligated to provide his daughter's sustenance. This exposition was expounded by Rabbi Elazar ben Azarya before the Sages in the vineyard of Yavne: Since the Sages instituted that after the father's death, the sons inherit the sum of money specified in their mother's marriage contract, and the daughters are sustained from their father's estate, these the two halakhot are equated: Just as the sons inherit only after the father's death, not during his lifetime, so too, the daughters are sustained from his property only after their father's death.

4:7 If a husband did not write a marriage contract for his wife, a virgin collects two hundred dinars and a widow one hundred dinars upon divorce or the husband's death, because it is a stipulation of the court that a wife is entitled to these amounts. If he wrote in her marriage contract that she is entitled to a field worth one hundred dinars instead of the two hundred dinars to which she is actually entitled, and he did not additionally write for her: All property I have shall serve as a guarantee for the payment of your marriage contract, he is nevertheless obligated to pay the full two hundred dinars; and he cannot say that she should take only a mortgaged field for payment of her marriage contract, as it is a stipulation of the court that all his property is held as surety for the entire sum.

4:8 Similarly, if he did not write for her in the marriage contract: If you are taken captive I will redeem you and restore you to me as a wife, and in the case of a priestess, i.e., the wife of a priest, who is prohibited to return to her husband if she has intercourse with another man even if she is raped, if he did not write: I will return you to your native province, he is nevertheless obligated to do so, as it is a stipulation of the court.

4:9 If a woman was taken captive, her husband is obligated to redeem her. And if he said: I hereby give my wife her bill of divorce and the payment of her marriage contract, and let her redeem herself, he is not permitted to do so, as he already obligated himself to redeem her when he wrote the marriage contract. If his wife was struck with illness, he is obligated to heal her, i.e., to pay for her medical expenses. In this case, however, if he said: I hereby give my wife her bill of divorce and the payment of her marriage contract, and let her heal herself, he is permitted to do so.

4:10 If the husband did not write for her in her marriage contract: Any male children you will have from me will inherit the money of your marriage contract in addition to their portion of the inheritance that they receive together with their brothers, he is nevertheless obligated as though he had written it, as it is a stipulation of the court and therefore takes effect even if it is not explicitly stated.

4:11 Likewise, if he omitted from the marriage contract the sentence: Any female children you will have from me will sit in my house and be sustained from my property until they are taken by men, i.e., until they are married, he is nevertheless obligated as though he had written it, as it too is a stipulation of the court.

4:12 Similarly, if he omitted from the marriage contract the clause: You will sit in my house and be sustained from my property all the days you live as a widow in my house, he is nevertheless obligated as though he had written it, as it is a stipulation of the court. The mishna comments: The residents of Jerusalem would write in this manner, that a widow may remain in her husband's house throughout her widowhood, and the residents of the Galilee would write in this manner as well, like the inhabitants of Jerusalem. In contrast, the residents of Judea would write: Until the heirs want to give you your marriage contract. Consequently, if the heirs wish, they may give her marriage contract to her and release her, and she must find her own living arrangements and provide for herself.

5:1 Although they said as a principle that a virgin collects two hundred dinars as payment for her marriage contract and that a widow collects one hundred dinars, if the husband wishes to add even an additional ten thousand dinars, he may add it. If she is then widowed or divorced, whether from betrothal or whether from marriage, she collects the entire amount, including the additional sum. Rabbi Elazar ben Azarya says: If she is widowed or divorced from marriage, she collects the total amount, but if she is widowed or divorced from betrothal, a virgin collects two hundred dinars and a widow one hundred dinars. This is because he wrote the additional amount for her in the marriage contract only in order to marry her. Rabbi Yehuda says a related halakha with regard to the marriage contract: If he wishes, he may write for a virgin a document for two hundred dinars as is fitting for her, and she may then write a receipt stating: I received one hundred dinars from you. Even though she has not actually received the money, the receipt serves as a means for her to waive half of the amount due to her for her marriage contract. According to Rabbi Yehuda, the financial commitment in the marriage contract is a right due to the wife, which she may waive if she chooses to do so. And similarly, for a widow

he may write one hundred dinars in the contract and she may write a receipt stating: I received from you fifty dinars. However, Rabbi Meir says: It is prohibited to do this, as anyone who reduces the amount of the marriage contract to less than two hundred dinars for a virgin or one hundred dinars for a widow, this marital relationship amounts to licentious sexual relations because it is as if he did not write any marriage contract at all.

5:2 One gives a virgin twelve months from the time the husband asked to marry her after having betrothed her, in order to prepare herself with clothes and jewelry for the marriage. And just as one gives a woman this amount of time, so too does one give a man an equivalent period of time to prepare himself, as he too needs time to prepare for the marriage. However, in the case of a widow, who already has items available from her previous marriage, she is given only thirty days to prepare. If the appointed time for the wedding arrived and they did not get married due to some delay on the part of the husband, then the woman may partake of his food. And if her husband is a priest, she may partake of teruma, even if she is an Israelite woman. The tanna'im disagree about the permission granted to a priest to sustain his betrothed with teruma before she is married to him. Rabbi Tarfon says: He may give her all of her required sustenance from teruma. During her periods of impurity, e.g., menstruation, when she cannot partake of teruma, she may sell the teruma to a priest and use the proceeds to buy non-sacred food. Rabbi Akiva says: He must give her half of her needs from non-sacred food and half may be from teruma, so that she can eat from the non-sacred food when she is ritually impure.

5:3 The mishna continues: A priest who is a yavam, i.e., his brother died childless after betrothing a woman, does not enable his yevama to partake of teruma by virtue of her relationship with him. If she had completed six months of the twelve-month wait for marriage under the aegis of the husband, and then he died, and she waited six more months under the aegis of the yavam; or even if she completed all of the necessary time under the aegis of the husband except for one day that she was under the aegis of the yavam; or if she completed all of the necessary time under the aegis of the yavam except for one day that she was under the aegis of the husband, she still may not partake of teruma. This set of rulings, concerning the permission granted a betrothed woman whose wedding date has arrived to partake of teruma, is in accordance with the initial version of the mishna. However, a court that convened after them, in a later generation, said: A woman may not partake of teruma until she has actually entered the wedding canopy.

5:4 If one consecrates his wife's earnings, meaning anything she produces, such as thread that she spins from wool, which, according to the Sages' ordinance, belongs to her husband, she may work and sustain herself from her earnings, as the consecration is ineffective. However, there is a dispute with regard to the surplus, meaning any earnings she produces in excess of the amount she is required to produce for her husband. Rabbi Meir says: The surplus is consecrated property, and Rabbi Yohanan the Cobbler says: The surplus is also non-sacred.

5:5 And these are tasks that a wife must perform for her husband: She grinds wheat into flour, and bakes, and washes clothes, cooks, and nurses her child,

makes her husband's bed, and makes thread from wool by spinning it. If she brought him one maidservant, i.e., brought the maidservant with her into the marriage, the maidservant will perform some of these tasks. Consequently, the wife does not need to grind, and does not need to bake, and does not need to wash clothes. If she brought him two maidservants, she does not need to cook and does not need to nurse her child if she does not want to, but instead may give the child to a wet nurse. If she brought him three maidservants, she does not need to make his bed and does not need to make thread from wool. If she brought him four maidservants, she may sit in a chair [katedra] like a queen and not do anything, as her maidservants do all of her work for her. Rabbi Eliezer says: Even if she brought him a hundred maidservants, he can compel her to make thread from wool, since idleness leads to licentiousness. Consequently, it is better for a woman to be doing some kind of work. Rabban Shimon ben Gamliel says: Even one who vows that his wife is prohibited from doing any work must divorce her and give her the payment for her marriage contract, since idleness leads to idiocy.

5:6 With regard to one who vows that his wife may not derive benefit from marital relations with him, Beit Shammai say: He may maintain this situation for up to two weeks, but beyond that he must divorce her and give her the payment for her marriage contract. Beit Hillel say: He must divorce her if it continues beyond one week. Apropos the husband's obligation to his wife regarding marital relations, the Gemara mentions other aspects of this issue: Students may leave their homes and travel in order to learn Torah without their wives' permission for up to thirty days, and laborers may leave their homes without their wives' permission for up to one week. The set interval defining the frequency of a husband's conjugal obligation to his wife stated in the Torah (see Exodus 21:10), unless the couple stipulated otherwise, varies according to the man's occupation and proximity to his home: Men of leisure, who do not work, must engage in marital relations every day, laborers must do so twice a week, donkey drivers once a week, camel drivers once every thirty days, and sailors once every six months. This is the statement of Rabbi Eliezer.

5:7 A woman who rebels against her husband is fined; her marriage contract is reduced by seven dinars each week. Rabbi Yehuda says: Seven half-dinars [terapa'ikin] each week. Until when does he reduce her marriage contract? Until the reductions are equivalent to her marriage contract, i.e., until he no longer owes her any money, at which point he divorces her without any payment. Rabbi Yosei says: He can always continue to deduct from the sum, even beyond that which is owed to her due to her marriage contract, so that if she will receive an inheritance from another source, he can collect the extra amount from her. And similarly, if a man rebels against his wife, he is fined and an extra three dinars a week are added to her marriage contract. Rabbi Yehuda says: Three terapa'ikin.

5:8 If someone feeds his wife by means of a third party serving as a trustee, while the husband himself is not living with her for some reason, he may not give her less than two kav of wheat or four kav of barley a week for her sustenance. Rabbi Yosei said: Only Rabbi Yishmael, who was near Edom, allotted

her barley. And he must give her half a kav of legumes, and half a log of oil, and a kav of dried figs or the weight of a maneh of fig cakes. And if he does not have these fruits, he must apportion for her a corresponding amount of fruit from elsewhere. And he must give her a bed, a soft mat, and a hard mat. And he must give her a cap for her head, and a belt for her waist, and new shoes from Festival to Festival, i.e., he must buy her new shoes each Festival. And he must purchase garments for her with a value of fifty dinars from year to year. The mishna comments: And he may not give her new clothes, which tend to be thick and warm, in the summer, nor worn garments in the rainy season, as these are too thin and she will be cold. Rather, he should give her clothes at a value of fifty dinars in the rainy season, and she covers herself with these same worn garments in the summer as well. And the leftover, worn clothes belong to her.

5:9 In addition to the above, he must give her another silver ma'a coin for the rest of her needs. And she eats with him from Shabbat evening to Shabbat evening. Although he may provide for her sustenance via a third party throughout the week, on Shabbat evening she has the right to eat together with him. And if he does not give her a silver ma'a coin for her needs, her earnings belong to her. And what is the fixed amount that she must earn for him? She must spin wool in the weight of five sela of threads of the warp in Judea, which are equivalent to ten sela according to the measurements of the Galilee, or the weight of ten sela of the threads of the woof, which are easier to prepare, in Judea, which are equivalent to twenty sela according to the measurements used in the Galilee. And if she is nursing at the time, the required amount is reduced from her earnings and is added to the sum she receives for her sustenance. In what case is this statement, i.e., all these amounts and measurements, said? With regard to the poorest of Jews, i.e., these are the minimum requirements. However, in the case of a financially prominent man, all the amounts are increased according to his prominence.

6:1 A lost object found by a wife and the wife's earnings belong to her husband. And with regard to her inheritance, the husband enjoys the profits of this property in her lifetime. If she is humiliated or injured, the perpetrator is liable to pay compensation for her humiliation and her degradation, as relevant. This payment belongs to her. Rabbi Yehuda ben Beteira says: When it is an injury that is in a concealed part of the woman's body, she receives two parts, i.e., two-thirds, of the payment for humiliation and degradation, and the husband receives one part, i.e., one-third, as the injury affects him as well. And when it is an injury that is in an exposed part of her body, he receives two parts, as he suffers public humiliation due to her condition, and she receives one part. His payment should be given to him immediately. And with her portion, land should be purchased with it, and he enjoys the profits of that property.

6:2 In the case of one who pledges to set aside a sum of money for his son-in-law as part of a dowry, and his son-in-law dies before receiving the money, the terms of the dowry do not transfer to the brother, who is now the yavam of the widow. The Sages said: The father-in-law can say to the yavam: To your brother, I wanted to give this money, but to you I do not want to give it.

6:3 The mishna addresses another matter. If the woman had pledged to bring in for him one thousand dinars in cash as a dowry, he then pledges, in the marriage contract, that he will give her fifteen hundred dinars against them. That is, he writes in the marriage document that in the event of divorce or his death, he will pay her that greater amount. And against the appraisal of goods such as utensils and other movable items that are included in the dowry, he pledges one-fifth less than the amount of the evaluation. This is because movable property is generally assessed at a value one-fifth higher than the actual value, and he cannot earn any money from these items. If the appraisal is set at one hundred dinars and the property is actually worth one hundred dinars, then since the appraisal is conducted at market value he has a claim to property worth only one hundred dinars. Likewise, he may not record a decreased sum of property. His recorded appraisal of the movable property that she brings into the marriage is one hundred dinars only when she is giving thirty-one sela and one dinar, equal to 125 dinars. This is because the actual value is one-fifth less than the inflated evaluation, as explained. And similarly, he pledges four hundred dinars against her assets only when she is giving five hundred, based on the inflated assessment of their worth, such that the real value is four hundred dinars. In contrast, what the son-in-law pledges according to the amount of the dowry that the bride brings, he pledges one-fifth less in the marriage contract, which is the actual value of the property.

6:4 If she pledged to bring him money and not articles to serve as a dowry, her sela, i.e., four dinars, becomes six dinars with respect to the husband's obligation in the marriage contract. This follows the standard outlined in the previous mishna: The groom increases his obligation by one half since he will profit from this money. Additionally, the groom accepts upon himself to give ten dinars to the account for her needs, for each and every hundred dinars that she brings. Rabban Shimon ben Gamliel says: Everything is in accordance with the regional custom.

6:5 With regard to one who marries off his daughter with the terms of the dowry unspecified, he must not give her less than fifty dinars. If the bride's father pledged to bring her into the marriage bare, by saying that he refuses to give her anything, the husband should not say: When I bring her into my house, I will clothe her with my clothing, but not beforehand. Rather, he must clothe her while she is yet in her father's house, and she enters the marriage with the clothing in hand. And similarly, with regard to a charity administrator who marries off an orphan girl, he must not give her less than fifty dinars. If there are sufficient resources in the charity fund, the charities provide even more for her, furnishing a dowry and her other needs according to her dignity.

6:6 With regard to a minor orphan girl whose mother or brothers married her off, even with her consent to a small dowry, she retains her rights to a proper dowry. And thus, if they wrote for her a dowry of one hundred or of fifty dinars, she may, upon reaching majority, exact from her mother, or brothers, or their respective estates the sum of money that is fit to be given to her as a dowry, which is one-tenth of the family's estate. Even if she agreed to forgo

part of this sum as a minor, she may collect it as an adult. Rabbi Yehuda says: If the father married off the first daughter before he died, a dowry should be given to the second daughter in the same manner that he gave one to the first daughter. And the Rabbis say: There is no ready standard, since sometimes a person is poor and then becomes wealthy, or a person is wealthy and then becomes poor, so a family's allowance for dowries is subject to change.

Rather, the court appraises the property and gives her the appropriate sum.

6:7 With regard to one who transfers money by means of a third party for his daughter to purchase a field after she marries, is the daughter allowed to assert control over the money? If she says after she marries: My husband is trustworthy for me, so give him the money to buy the property for me, her wishes are not honored. The third party should execute the agency that was entrusted in his power; this is the statement of Rabbi Meir. Rabbi Yosei says: The daughter has authority: And were it only a field and she wanted to sell it, it could be sold immediately. Just as she would have authority to control the field, she may control the money assigned for her. The mishna qualifies: In what case is this statement said? With respect to an adult woman. But with respect to a minor girl, any action of a minor girl is nothing from a legal standpoint; a minor would have no authority in this matter.

7:1 With regard to one who vows and obligates his wife, prohibiting her from benefiting from him or his property, if his vow will remain in effect for up to thirty days, he must appoint a trustee [parnas] to support her. But if the vow will remain in effect for more than this amount of time, he must divorce her and give her the payment of her marriage contract. Rabbi Yehuda says: If the husband is an Israelite, then if his vow will remain in effect for up to one month, he may maintain her as his wife; and if it will be two months, he must divorce her and give her the payment of her marriage contract. But if he is a priest, then he is given extra time: If the vow will remain in effect for up to two months, he may maintain her, and if it will be three months, he must divorce her and give her the payment of her marriage contract. The reason for this is that it is prohibited for a priest to marry a divorcée, including his own ex-wife, and therefore if he divorces her and later regrets his decision he will not be able to take her back.

7:2 One who vows and obligates his wife, requiring her not to taste a particular type of produce, must divorce her and give her the payment of her marriage contract. Rabbi Yehuda says: If he is an Israelite, then if the vow will remain in effect for one day he may maintain her as his wife, but if it will be two days he must divorce her and give her the payment of her marriage contract. And if he is a priest, then if the vow will be in effect for two days he may maintain her; for three days he must divorce her and give her the payment of her marriage contract.

7:3 One who vows and obligates his wife, requiring her not to adorn herself with a particular type of perfume, must divorce her and give her the payment of her marriage contract. Rabbi Yosei says that one must distinguish between different types of women: For poor women, this applies only when he did not establish a set amount of time for the vow, and for wealthy women, who are accustomed to adorning themselves more elaborately, if she is prohibited from

doing so for thirty days, he must divorce her and give her the payment of her marriage contract.

7:4 With regard to one who vows and obligates his wife not to go to her father's house, when her father is with her in the same city, if the vow is to be in effect up to one month, he may maintain her as his wife. If the vow is for two months, he must divorce her and give her the payment of her marriage contract. And when her father is in a different city, if the vow is to be in effect until at most one pilgrim Festival, i.e., until the next pilgrim Festival, he may maintain her as his wife. Although the wife often visits her parents during the Festival, she is capable of refraining one time. For three Festivals, however, he must divorce her and give her the payment of her marriage contract.

7:5 Additionally, one who vows and obligates his wife not to go to a house of mourning to console the mourners, or to a house of feasting for a wedding, must divorce her and give her the payment of her marriage contract. Why is this so? Because it is as if he were locking a door in front of her. And if he claimed he did so due to something else, meaning he is concerned about inappropriate conduct there, he is permitted to do so. If he said to her: The vow will be void on condition that you tell so-and-so what you told me, or what I told you, or on condition that she fill something up and pour it into the refuse, he must divorce her and give her the payment of her marriage contract. The Gemara will explain all of these cases thoroughly.

7:6 And these are examples of women who may be divorced without payment of their marriage contract: A woman who violates the precepts of Moses, i.e., halakha, or the precepts of Jewish women, i.e., custom. The Mishna explains: And who is categorized as a woman who violates the precepts of Moses? This includes cases such as when she feeds him food that has not been tithed, or she engages in sexual intercourse with him while she has the legal status of a menstruating woman, or she does not separate a portion of dough to be given to a priest [halla], or she vows and does not fulfill her vows. And who is considered a woman who violates the precepts of Jewish women? One who, for example, goes out of her house, and her head, i.e., her hair, is uncovered; or she spins wool in the public marketplace; or she speaks with every man she encounters. Abba Shaul says: Also one who curses his, i.e., her husband's, parents in his presence. Rabbi Tarfon says: Also a loud woman. And who is defined as a loud woman? When she speaks inside her house and her neighbors hear her voice.

7:7 In the case of one who betroths a woman on condition that there are no vows incumbent upon her, and it was subsequently discovered that there are vows incumbent upon her, she is not betrothed. This is because if the condition is not fulfilled, the betrothal is nullified. If he married her without specification and it was subsequently discovered that vows were incumbent upon her, she may be divorced without payment of her marriage contract, since he discovered a deficiency about which she had not initially informed him. However, this does not invalidate the betrothal, since he did not make any explicit condition. If he betrothed her on condition that she has no blemishes, and it was subsequently discovered that she did have blemishes, she is not

betrothed. But if he married her without specification, and it was subsequently discovered that she had blemishes, she may be divorced without payment of her marriage contract. The mishna clarifies what qualifies as a blemish: All of the blemishes that are listed in tractate Bekhorot involving significant physical deformities that disqualify priests from service similarly disqualify betrothal of women, as a mistaken transaction.

7:8 If she has blemishes and she is still in her father's house, as she has not yet gotten married, the father must bring proof that these blemishes appeared on her after she became betrothed, and therefore his field was flooded, i.e., it is the husband's misfortune, since she developed the problem after the betrothal. But if she has already gotten married and entered the husband's domain when her blemishes are discovered, the husband must bring proof that she had these blemishes before she was betrothed, and consequently the transaction of betrothal was a mistaken transaction. This is the statement of Rabbi Meir. But the Rabbis say: In what case is this statement, that a husband can claim to have found blemishes in his wife, on account of which he wants to void the betrothal, said? With regard to hidden blemishes. But with regard to visible blemishes, he cannot claim that the betrothal was in error, as he presumably saw and accepted them before the betrothal. And if there is a bathhouse in the city, where all the women go to bathe, even with regard to hidden blemishes he cannot make this claim, because he examines her through the agency of his female relatives. He would have asked one of his relatives to look over the woman he is about to marry.

7:9 In the case of a man who developed blemishes after marriage, the court does not force him to divorce his wife. Rabban Shimon ben Gamliel said: In what case is this statement said? It is said with regard to minor blemishes. However, with regard to major blemishes, which will be defined later in the Gemara, the court does force him to divorce her.

7:10 And these are the defects for which the court forces him to divorce her: One afflicted with boils; or one who has a polyp; or one who works as a gatherer, or one who works as a melder of copper, or one who works as a tanner of hides, all of whose work involves handling foul-smelling materials. Whether he had these defects before they got married, or whether they developed after they got married, the court forces them to divorce. And with regard to all of these, Rabbi Meir said: Even though he stipulated with her ahead of time that he suffers from this particular ailment or this is his line of work, she can nevertheless demand a divorce and say: I thought I could accept this issue but now I realize I cannot accept it. And the Rabbis say: If she initially agreed she must accept it against her will, apart from a situation in which her husband is afflicted with boils. In that case the Rabbis concede that he must divorce her, because the disease consumes his flesh when they engage in marital relations. The mishna relates an additional account: An incident occurred in Sidon involving a certain tanner who died childless, and he had a brother who was also a tanner. This brother was required to enter into levirate marriage with the widow. The Sages said: She can say: I could accept living with a tanner for your brother but I cannot accept it for you, and therefore he must perform halitza with her.

8:1 With regard to a woman to whom property was bequeathed before she was betrothed, and she was then betrothed, Beit Shammai and Beit Hillel agree that she may sell or give the property as a gift, and the transaction is valid.

However, if the property was bequeathed to her after she was betrothed, Beit Shammai say: She may sell it as long as she is betrothed, and Beit Hillel say: She may not sell it. Both these, Beit Shammai, and those, Beit Hillel, agree that if she sold it or gave it away as a gift, the transaction is valid. Rabbi Yehuda said that the Sages said before Rabban Gamliel: Since he acquired the woman herself through betrothal, will he not acquire the property from the moment of their betrothal? Why, then, is her transaction valid? Rabban Gamliel said to them: With regard to the new property that she inherited after marriage, we are ashamed, because it is unclear why she cannot sell it, as it is hers; and you also seek to impose upon us a prohibition with regard to the old property that she owned beforehand? If the property was bequeathed to her after she was married, both these, Beit Shammai, and those, Beit Hillel, agree that if she sold the property or gave it away, the husband may repossess it from the purchasers. If she inherited the property before she was married and then was married, Rabban Gamliel says: If she sold or gave the property away, the transaction is valid. Rabbi Hanina ben Akavya said that the Sages said before Rabban Gamliel: Since he acquired the woman through marriage, will he not acquire the property? Rabban Gamliel said to them: With regard to the new property we are ashamed, and you also seek to impose upon us a prohibition with regard to the old property?

8:2 Rabbi Shimon distinguishes between one type of property and another type of property: Property that is known to the husband she may not sell once she is married, and if she sold it or gave it away, the transaction is void. Property that is unknown to the husband she may not sell, but if she sold it or gave it away, the transaction is valid.

8:3 If money was bequeathed to a woman as an inheritance while she was married, land is acquired with it, and the husband consumes the produce of the land while the principal remains hers. If she inherited produce that is detached from the ground, it is considered like money; therefore, land is acquired with it and he consumes the produce of the land. With regard to produce that is attached to the ground, Rabbi Meir says: One evaluates how much the land is worth with the produce, and how much it is worth without the produce, and the difference between these sums is the surplus value that belongs to the woman. Land is then acquired with the surplus and he consumes the produce. And the Rabbis say: That which is attached to the ground is his, as he is entitled to the produce from her property and he may therefore eat from it. And that which is detached from the ground is hers, like all other money she brings to the marriage, and land is acquired with it and he consumes the produce.

8:4 Rabbi Shimon says: In a case where his right is superior upon her entrance to the marriage, his right is inferior upon her exit if he divorces her. Conversely, in a case where his right is inferior upon her entrance, his right is superior upon her exit. How so? With regard to produce that is attached to the ground, if she married while owning such produce, upon her entrance it is his, in accordance with the opinion of the Rabbis, and upon her exit, when he

divorces her, it is hers, as it is considered part of her property. But in the case of produce that is detached from the ground, upon her entrance it is hers, and if such produce is detached before their divorce, upon her exit it is his, as he was already entitled to all the produce of her property.

8:5 If elderly slaves or maidservants were bequeathed to her, they are sold and land is acquired with them, and the husband consumes the produce of the land. Rabban Shimon ben Gamliel says: She need not sell these slaves and maidservants, because they are assets of her paternal family, and it would be shameful to the family if they were sold to others. Likewise, if old olive trees or grapevines were bequeathed to her, they are sold and land is acquired with them, and he consumes the produce. Rabbi Yehuda says: She need not sell them, because they are assets of her paternal family. With regard to one who pays expenditures for his wife's property in an effort to improve it, if he paid a large amount in expenditures and ate only a small amount of produce before he divorced her, or if he paid a small amount in expenditures and ate a large quantity of produce, that which he spent he has spent, and that which he ate he has eaten. Therefore, none of it need be returned. However, if he paid expenditures for the property and did not eat any part of it, he takes an oath with regard to how much he paid and then takes his expenditures.

8:6 When a married man dies childless, his brother, the yavam, is obligated to perform levirate marriage or release the widow, the yevama, through a ceremony known as halitza. With regard to a widow waiting for her yavam who had property bequeathed to her, Beit Shammai and Beit Hillel agree that she may sell or give this property away, and the transaction is valid. If this woman died, what should they do with her marriage contract and with the property that comes and goes with her, i.e., her usufruct property? Beit Shammai say: Since she was not yet remarried, the husband's heirs, such as his brothers or father, divide the property with her father's heirs. And Beit Hillel say: The property retains its previous ownership status, and therefore the marriage contract is in the possession of the husband's heirs, as they are responsible for its payment. As for the property that comes and goes with her, it is in the possession of the heirs of the woman's father, as it belongs to the woman.

8:7 If his deceased brother left money as part of his estate, land to be used as a lien on her marriage contract is acquired with it, and the yavam consumes the produce. Similarly, if the deceased brother left produce that is detached from the ground, land is acquired with it and the yavam consumes the produce. If he left behind produce that is attached to the ground, Rabbi Meir says: One evaluates the properties to determine how much they are worth with the produce, and how much they are worth without the produce. And as for the surplus, which is the value of the produce, land is acquired with it and the yavam consumes the produce. And the Rabbis say: Produce that is attached to the ground is his. Therefore, it is not used in the purchase of land, but the yavam may eat it. As for the produce that is detached from the ground, which is not mortgaged to her marriage contract, whoever takes possession first has acquired it. If the yavam takes possession of the property first, he has acquired it and may use it as he wishes, but if she is first, land is acquired with it and he consumes the produce. After the yavam has married her, her legal status is that of his wife

in every sense, except that the responsibility for payment of her marriage contract is carried out through mortgaging the property of her first husband, not that of the yavam.

8:8 Therefore, the yavam may not say to her: Your marriage contract is placed on the table. He may not set aside a designated sum of money for this payment. Rather, all of the first husband's property is mortgaged for her marriage contract as long as he has not divorced her. And similarly, in general a man may not say to his wife: Your marriage contract is placed on the table. Rather, all his property is mortgaged for her marriage contract. If the yavam divorced her after performing levirate marriage, she has only her marriage contract, as she does not retain any rights to the rest of her first husband's property. If he subsequently remarried her, she is like all women, and she has nothing but her marriage contract. In this case, the property of her first husband is no longer pledged for the payment of her marriage contract.

9:1 One who writes for his wife in a document the declaration: I have no legal dealings or involvement with your property, thereby relinquishing his rights to her possessions, may nevertheless consume the produce of her property in her lifetime. And if she dies before him, he inherits from her. If this is so, if he still retains his rights, why would he write for her: I have no legal dealings or involvement with your property? The result of this declaration is that if she sold or gave away her property, the transaction is binding, and he cannot claim it. If he writes for her: I have no legal dealings or involvement with your property or with its produce, he may not consume the produce of her property during her lifetime, but if she dies he still retains the right to inherit from her. Rabbi Yehuda says: He always consumes the produce of the produce. Although he has waived his rights to consume the produce itself, it becomes her usufruct property, whose yield belongs to him. He remains entitled to the produce of the produce until he writes for her: I have no legal dealings or involvement with your property, or with its produce, or with the produce of its produce forever. If he writes for her: I have no legal dealings or involvement with your property or with its produce, or with the produce of its produce, in your lifetime and after your death, he may not consume the produce of her property in her lifetime. And if she dies, he does not inherit from her. Rabban Shimon ben Gamliel says: If she dies, he does inherit from her, because he stipulates counter to that which is written in the Torah. According to Rabban Shimon ben Gamliel, a husband inherits from his wife by Torah law, and whoever stipulates counter to that which is written in the Torah, his stipulation is void.

9:2 With regard to one who died and left behind a wife, and a creditor to whom he owed money, and heirs, all of whom claim payment from his property, and he had a deposit or a loan in the possession of others, Rabbi Tarfon says: The deposit or the loan will be given to the weakest one of them, i.e., the one most in need of the money. Rabbi Akiva says: One is not merciful in judgment. If the halakha is that it belongs to one party, one follows the halakha and leaves aside considerations of mercy. Rather, the halakha is that the money will be given to the heirs, as all people who wish to exact payment from orphans require an oath before they collect their debt, but the heirs do not

require an oath. They therefore have a more absolute right than the others to their father's property.

9:3 If the deceased left behind produce that was detached from the ground, whoever first took possession of them as compensation for what was owed, whether the creditor, the wife, or the heirs, acquired the produce. If the wife acquired this produce and it was worth more than the payment of her marriage contract, or the creditor acquired this produce and it was worth more than the value of his debt, what should be done with the surplus? Rabbi Tarfon says: It will be given to the weakest one of them, either the creditor or the wife, depending on the circumstances. Rabbi Akiva says: One is not merciful in judgment. Rather, it will be given to the heirs, as all people who wish to exact payment from orphans require an oath before they collect their debt, but the heirs do not require an oath.

9:4 If there is one who establishes his wife as a storekeeper in his store, or if he appointed her as a steward to handle his property and workers, this one, i.e., the husband, can administer an oath to her, having her state that she did not appropriate any of his possessions, whenever he wants. Rabbi Eliezer says: He can administer an oath even with regard to the products of her spindle and for her dough, which are matters related to the household, and not her function as a storekeeper.

9:5 If one wrote to his wife in the marriage contract: I do not have the right to administer a vow or an oath upon you, he cannot administer an oath to her. However, he can administer an oath to her heirs, and to those who come on her authority, either as her representatives or because they purchased her marriage contract. If the husband wrote: I do not have the right to administer a vow or an oath upon you, or upon your heirs, or upon those who come on your authority, he cannot administer an oath to her; not to her, nor her heirs, nor those who come on her authority. But the husband's heirs can administer an oath to her, and to her heirs, and to those who come on her authority. If he wrote: Neither I, nor my heirs, nor those who come on my authority have the right to administer a vow or an oath upon you, or upon your heirs, or upon those who come on your authority, he cannot administer an oath to her or to them; not he, nor his heirs, nor those who come on his authority may administer an oath, not to her, nor to her heirs, nor to those who come on her authority.

9:6 If a woman who was exempted from an oath by her husband went from her husband's grave, immediately after her husband's death, to her father's house, without handling her late husband's property, or in a case where she returned to her father-in-law's house and did not become a steward over the property at all throughout this period, then the heirs cannot administer an oath to her with regard to her actions in their father's lifetime, as the husband exempted her from an oath to the heirs. And if she became a steward, the heirs may administer an oath to her about the future, i.e., anything she did with the property after the death of her husband, but they cannot administer an oath to her with regard to what took place in the past, during her husband's lifetime.

9:7 A woman who vitiates her marriage contract by acknowledging that she has received partial payment can collect the rest of her marriage contract only by

means of an oath. Similarly, if one witness testifies that her marriage contract is paid, she can collect it only by means of an oath. In any case where she seeks to claim her marriage contract from the property of orphans, or from liened property that has been sold to a third party, or when not in her husband's presence, she can collect it only by means of an oath.

9:8 The mishna elaborates: With regard to a woman who vitiates her marriage contract, how so, how does this situation arise? If her marriage contract was a thousand dinars, and her husband said to her: You already received your marriage contract, and she says: I received only one hundred dinars, she has made a partial admission and can collect her marriage contract only by means of an oath. If one witness testifies that her marriage contract is paid, how so? If her marriage contract was a thousand dinars, and her husband said to her: You already received your marriage contract, and she says: I did not receive payment, and one witness testifies about the marriage contract that it is paid, she can collect it only by means of an oath. From liened property, how so? If while they were married the husband sold his property to others, and she comes to collect her marriage contract from the purchasers, she can collect it only by means of an oath. She may seize property from the purchasers because her husband's obligation undertaken in the marriage contract predates his obligation in the document of sale. From the property of orphans, how so? If the husband died and left his property to orphans, and she comes to collect her marriage contract from the orphans, she can collect it only by means of an oath. Or when not in his presence, how so? If he went to a country overseas and sent her a bill of divorce, so that she collects her marriage contract when not in his presence, she can collect it only by means of an oath. Rabbi Shimon says: Whenever she claims payment of her marriage contract, the heirs administer an oath to her. And if she does not claim payment of her marriage contract, the heirs do not administer an oath to her.

9:9 In a case where a woman produced a bill of divorce and it was unaccompanied by a marriage contract, and she demands that her husband pay her marriage contract, she collects payment of her marriage contract, and he cannot claim that he already paid it. If she produced a marriage contract, and it was unaccompanied by a bill of divorce, and she says: My bill of divorce was lost, and he says: Just as your bill of divorce was lost, so too my receipt for the payment of your marriage contract was lost; and likewise, in a case of a creditor who produced a promissory note after the Sabbatical Year, unaccompanied by a document that prevents the Sabbatical Year from forgiving an outstanding debt [prosbol], and demanded payment of the debt, these debts may not be collected. Rabban Shimon ben Gamliel says: From the time of danger and onward, after the ruling authorities banned the performance of mitzvot, people would destroy a bill of divorce or a probol immediately after they were signed, a woman collects payment of her marriage contract without a bill of divorce, and a creditor collects debts owed to him without a probol. The assumption is that due to the circumstances these documents were written but were not preserved. If a woman had two bills of divorce and two marriage contracts as a result of her divorce and remarriage to the same man, the fact that she is in possession of these documents proves that she was never paid for

her first marriage contract, and she collects two marriage contracts. If she was in possession of two marriage contracts and only one bill of divorce; or if she had one marriage contract and two bills of divorce; or if she had a marriage contract, a bill of divorce, and witnesses to her husband's death after their remarriage, she collects payment of only one marriage contract. This is because there is a presumption that one who divorces his wife and remarries her, remarries her with the intention of using her first marriage contract, and she agrees that she collects payment of only the original document. This is the presumption, unless he wrote another marriage contract for her. In the case of a minor who was married off by his father, the wife's marriage contract that the minor wrote is valid even after the husband comes of age. He cannot excuse himself by saying that it was drafted when he was a minor, as it is on this condition, the terms of this marriage contract, that he maintained her as his wife upon his maturity. Similarly, in the case of a convert whose wife converted with him, the marriage contract that she had as a gentile is valid, for on this condition he maintained her as his wife.

10:1 In the case of one who was married to two women and died, the first woman he married precedes the second in collecting the payment specified in her marriage contract if there are insufficient funds to pay both, because her document is dated earlier. So too, if the wives died after their husband before they received payment for their marriage contracts, the heirs of the first wife precede the heirs of the second wife in collecting these payments. If he married a first woman and she subsequently died, and he then married a second woman and he subsequently died, the second wife and her heirs precede the heirs of the first wife. This is because the marriage contract of the second wife is considered a debt that the estate of the deceased is required to pay, whereas the claim of the heirs of the first wife is based on the stipulation in the marriage contract that male children inherit their mother's marriage contract. Heirs receive their share of the estate only from property that remains after all debts have been settled.

10:2 In the case of one who was married to two women and the women died, and subsequently he died, and the orphans of one of the wives are now seeking to collect the payment specified in their mother's marriage contract, i.e., the marriage contract concerning male children, but there is only enough in the estate to pay the value of the two marriage contracts, the marriage contract concerning male children cannot be collected, and the sons distribute the estate equally among themselves according to the biblical laws of inheritance. If there was a surplus of a dinar left there, in the estate, beyond the value of the two marriage contracts, then these sons collect their mother's marriage contract and those sons collect their mother's marriage contract, and the remaining property valued at a dinar is divided equally among all the sons. If the orphans who are entitled to receive the marriage settlement of greater value say: We inflate the value of our father's property by a dinar, i.e., we agree to evaluate the property we will receive for our mother's marriage settlement at a value higher than the market value so that there will be a dinar left in the estate after the two marriage contracts have been paid, so that they can collect their mother's marriage contract, the court does not

listen to them. Rather, the value of the property is appraised in court, and the distribution of the estate is based on that evaluation.

10:3 If there was potential inheritance there, meaning that there was no surplus of a dinar in the existing properties of the estate, but there was property that was expected to be paid to the estate and which would increase the overall value of the estate so that there would be a surplus of a dinar after the payment of the marriage contracts, these properties are not considered to be in the possession of the estate in determining the total value of the estate. Rabbi Shimon says: Even if there is property that does not serve as guarantee for a loan, i.e., movable property, there in the estate, it does not have any impact on the value of the estate. The marriage contracts concerning male children are not collected unless there is property that serves as a guarantee, i.e., land, exceeding the value of the two marriage contracts by at least one additional dinar.

10:4 In the case of one who was married to three women and died and the marriage contract of this wife was for one hundred dinars and the marriage contract of this second wife was for two hundred dinars, and the marriage contract of this third wife was for three hundred, and all three contracts were issued on the same date so that none of the wives has precedence over any of the others, and the total value of the estate is only one hundred dinars, the wives divide the estate equally. If there were two hundred dinars in the estate, the one whose marriage contract was for one hundred dinars takes fifty dinars, while those whose contracts were for two hundred and three hundred dinars take three dinars of gold each, which are the equivalent of seventy-five silver dinars. If there were three hundred dinars in the estate, the one whose marriage contract was for one hundred dinars takes fifty dinars, the one whose contract was for two hundred dinars takes one hundred dinars, and the one whose contract was for three hundred dinars takes six dinars of gold, the equivalent of one hundred and fifty silver dinars. Similarly, three individuals who deposited money into a purse, i.e., invested different amounts of money into a joint business venture: If they incurred a loss or earned a profit, and now choose to dissolve the partnership, they divide the assets in this manner, i.e., based upon the amount that each of them initially invested in the partnership.

10:5 In the case of one who was married to four women and died, the woman he married first precedes the woman he married second in claiming her marriage contract, the second precedes the third, and the third precedes the fourth. And the first wife takes an oath to the second that she has taken nothing from the jointly owned properties of the estate in an unlawful manner, and the second takes an oath to the third, and the third to the fourth. The fourth wife is paid her share without having to take an oath. Ben Nanas says: Should she gain this advantage merely because she is last? After all, she too is being paid from property that would otherwise go to the orphans. Rather, she too is not paid without an oath. However, if all of the marriage contracts were issued on the same day, whichever wife's marriage contract precedes that of another, even by a single hour, has acquired the right to be paid first. And so, the practice in Jerusalem was that they would write the hours when the documents

had been signed on the documents, in order to enable the document holder to demonstrate that his or her document preceded that of another. If all the contracts were issued in the same hour and there is only one hundred dinars from which to pay all of them, all of the women divide the money equally.

10:6 In a case of one who was married to two women and sold his field, and the wife whom he married first wrote to the purchaser: I do not have any legal dealings or involvement with you, then the second wife, who did not relinquish her claim to repossess this property, may appropriate the field from the purchaser as payment of her marriage contract. This is because the property was liened for the payment of her marriage contract before it was sold to this purchaser. Then, the first wife can appropriate the field from the second as payment for her marriage contract, since her marriage contract predates that of the second wife. The purchaser can then appropriate the field from the first wife, due to the fact that she relinquished her rights vis-à-vis the purchaser. They continue to do so according to this cycle [halila] until they agree on a compromise between them. And so too, with regard to a creditor, and so too, with regard to a female creditor.

11:1 A widow is sustained from the property of orphans. Her earnings belong to them, and they are not obligated to see to her burial. Her heirs, who inherit her marriage contract, are obligated to see to her burial.

11:2 A widow, whether widowed from betrothal or from marriage, sells her husband's property when not in court. Rabbi Shimon says: A widow from marriage sells when not in court, but a widow from betrothal may sell only in court, because she does not receive sustenance from her husband's property. She receives only her marriage contract, and anyone who does not receive sustenance may sell only in court.

11:3 If a woman sold all or part of her marriage contract, or if she mortgaged all or part of her marriage contract, or if she gave away as a gift all or part of her marriage contract to another, then she sells the remainder only in court. And the Rabbis say: She sells even four or five times, and she is not obligated to sell everything at one time. And despite selling several times, she sells for her sustenance even when not in court, and she writes in the bill of sale: I sold this for my sustenance. And a divorcée, who does not receive sustenance, sells only in court.

11:4 In the case of a widow whose marriage contract was worth two hundred dinars and she sold property that was worth one hundred dinars for two hundred dinars, or if she sold property worth two hundred dinars for one hundred dinars, she has received payment of her marriage contract and can demand nothing more. If her marriage contract was worth one hundred dinars and she sold property worth one hundred dinars and a dinar for one hundred dinars, the sale is void because she sold property that did not belong to her. Even if she says: I will return the additional dinar to the heirs, the sale is nevertheless void. Rabban Shimon ben Gamliel says: Actually, the sale is valid. It is not considered an invalid sale until there is an error so extreme that had there been no mistake, there would have remained in the field an area required for sowing nine kav of seed, the smallest area of land worth working. In that case, the orphans can reasonably claim that they are unwilling to give up on the land

that belongs to them. However, if the error is less than this, it is enough if she returns the remainder to the orphans. And in the case of a garden, the sale is void if, had there been no error, there would have remained an area required for sowing a half-kav of seed, as this is the smallest size of garden worth working. Or, according to the statement of Rabbi Akiva, an area required for sowing a quarter-kav of seed. If her marriage contract was worth four hundred dinars, and she sold property to this one for one hundred dinars, and she sold property to that one for one hundred dinars, and again to a third one, and she sold property to the last one worth one hundred dinars and a dinar for only one hundred dinars, the sale of the last property is void, as the price she charged was below the market value. And all of the others, their sale is valid, as they were sold for the correct price.

11:5 The halakha with regard to the assessment of the judges of the value of a piece of property in order to sell it is as follows: Where they decreased the price by one-sixth of its market value or added one-sixth to its market value, their sale is void. Rabban Shimon ben Gamliel says: Their sale is valid. If it were so that the sale is void, then what advantage is there to the power of the court over an ordinary person? However, if they made a document of inspection, i.e., an announcement that people should come to inspect the field and bid on the property, then even if they sold property worth one hundred dinars for two hundred dinars, or sold property worth two hundred dinars for one hundred dinars, their sale is valid, as the transaction was agreed upon and done publicly.

11:6 An orphan girl who was married off by her mother or brother before reaching the age of majority may refuse to continue living with her husband upon reaching the age of majority, thereby retroactively annulling their marriage. In the case of one who refuses to continue living with her husband in this manner; and in the case of a woman who is a secondary forbidden relative by rabbinic law; and in the case of a sexually underdeveloped woman [ailonit], who is incapable of bearing children, each of these women is not entitled to payment of a marriage contract; and they are not entitled to remuneration for the produce that the husband consumed; and they are not entitled to sustenance; and they are not entitled to their worn clothes that were brought in to the marriage as part of their dowry and became worn out during the marriage. If, from the start, he married her with the understanding that she is an ailonit, then she is entitled to payment of a marriage contract. In the case of a widow who married a High Priest; or a divorcée or a yevama who performed halitza and later married a common priest; or a daughter born from an incestuous or adulterous relationship [mamzeret] who married an Israelite; or a Gibeonite woman who married an Israelite; or a Jewish woman who married a Gibeonite or a mamzer, although each of these unions is prohibited by Torah law, the woman is still entitled to payment of a marriage contract.

12:1 One who marries a woman, and she stipulated with him that he would sustain her daughter from another man for five years, is obligated to sustain her daughter for five years. If, in the course of those five years they were divorced and the woman was married to another man, and she stipulated with him that he would sustain her daughter for five years, he too is obligated to

sustain her for five years. The first husband may not say: When she comes to me, I will sustain her. Rather, he brings her sustenance to her, to the place where her mother lives. And likewise, both of them may not jointly say: We will sustain the girl as one in a partnership. Rather, one sustains her, providing her with food, while the other gives her the monetary value of the sustenance.

12:2 If the daughter was married during this period, her husband provides her with the sustenance customarily provided by a husband for his wife, and the two men obligated to sustain her due to agreements with her mother provide her with the monetary value of the sustenance. If the two husbands of the mother died, their daughters are sustained from unsold property, and she, their wife's daughter, whom they agreed to sustain, is sustained even from liened property that was sold. This is due to the fact that her legal status is like that of a creditor, given that he is contractually obligated to support her. The perspicacious ones would write an explicit stipulation into the agreement: I agree on the condition that I will sustain your daughter for five years only as long as you are with me. Then they would not be obligated to sustain a girl who is not their daughter when they are no longer married to the girl's mother.

12:3 In the case of a widow who said: I do not want to move from my husband's house, but instead I wish to remain there, the heirs are not able to say to her: Go to your father's house and we will sustain you. Rather, they sustain her in her husband's house and they give her living quarters befitting her dignity. However, if she said: I do not want to move from my father's house, and you should bring me my support there, the heirs are able to say to her: If you are living with us, you will have sustenance from us, but if you are not living with us, you will not have sustenance from us. If she argued that she does not wish to live in her deceased husband's house because she is young, and they, the heirs, are also young, and it is improper for them to be living in the same house together, then they sustain her and she stays in her father's house.

12:4 As long as a widow is living in the house of her father and is being supported by her husband's heirs, she may always collect payment of her marriage contract, even after many years. As long as she is living in the house of her husband, she may collect payment of her marriage contract until twenty-five years later, at which point she may no longer collect the payment. This is because there is enough time in twenty-five years for her to do favors and give to others, thereby spending the resources of the orphans, until what she has spent equals the value of her marriage contract. This is the statement of Rabbi Meir, who said it in the name of Rabban Shimon ben Gamliel. And the Rabbis say the opposite: As long as she is residing in the house of her husband she may always collect payment of her marriage contract, since during this time the heirs are caring for her and she is therefore embarrassed to sue them for payment of her marriage contract. However, as long as she is in the house of her father she may collect payment of her marriage contract until twenty-five years later, and if by then she has not sued for it, it is assumed that she has waived her rights to it. If she died, her heirs mention her marriage contract up until twenty-five years later.

13:1 There were two prominent judges who issued decrees in Jerusalem, Admon and

Hanan ben Avishalom. Hanan states two matters about which the Sages disagreed; Admon states seven. The mishna elaborates: With regard to the case of one who went overseas and his wife is demanding sustenance, claiming that her husband left her without funds and she is seeking a ruling that would provide for her from her husband's property, Hanan says: She takes an oath at the end of their marriage, i.e., when she learns that her husband died. The oath is to the effect that he did not leave her any funds when he departed overseas, as she is claiming full payment of her marriage contract. And she does not take an oath at the outset of his trip overseas, when she demands support soon after his departure. The sons of High Priests disagreed with Hanan's opinion and said: She takes an oath both at the outset and at the end. Rabbi Dosa ben Harkinas said: The halakha is in accordance with their statement, i.e., that of the sons of the High Priests. Rabban Yohanan ben Zakkai said that Hanan spoke well: She takes an oath only at the end.

13:2 In the case of a husband who went overseas, and someone arose and sustained his wife in his absence, and upon the husband's return the provider demands from him the money he spent on his wife, Hanan says: He has lost his money, i.e., the husband is not obligated to repay him, as the provider acted of his own free will and was not instructed to do so by the husband. The sons of High Priests disagreed with Hanan's opinion and said: The man swears how much he spent on behalf of the woman, and he takes that sum from the husband. Rabbi Dosa ben Harkinas said that the halakha is in accordance with their statement. Rabbi Yohanan ben Zakkai said: Hanan spoke well in this case, as this man is like one who placed his money on the horn of a deer in midflight, i.e., he has no reasonable expectation of reimbursement.

13:3 Admon states a dissenting opinion to that of the Rabbis in seven cases. The mishna elaborates: With regard to one who died and left behind both sons and daughters, when the estate is large the sons inherit the property and the daughters are provided with sustenance from it. And with regard to a small estate, which is insufficient to provide for both the sons and the daughters, the daughters are provided with sustenance and the sons have neither inheritance nor sustenance, and therefore, if they have no other means with which to support themselves, they must go round begging at the doors. Admon says: Because I am a male, will I lose out? Rabban Gamliel said: I see as correct the statement of Admon.

13:4 The mishna cites another case involving a dispute between Admon and the Rabbis. With regard to one who claims that another owes him jugs of oil, and the other admits to the claim of pitchers but not the oil, Admon says: Since he made a partial admission to the claim, he takes an oath swearing that he owes only what he has admitted to and no more. And the Rabbis say: The partial admission in this case is not of the same type as the claim, as the claim specified oil and the admission referred to pitchers. Rabban Gamliel said: I see as correct the statement of Admon.

13:5 The mishna states another case involving a ruling of Admon. With regard to one who promises and apportions money for his son-in-law as a dowry, and he went bankrupt, and he now claims that he does not have the money to fulfill his financial obligations, the betrothed woman can be left to sit unwed in her

father's house until her head turns white. If the groom does not wish to marry without a dowry he cannot be forced to do so, as the father failed to fulfill his promise. Admon says that she can say: Had I apportioned the money myself and broken my promise, I would agree to sit until my head turns white. However, now that my father was the one who apportioned the dowry, what can I do? Either marry me or release me by a bill of divorce. Rabban Gamliel said: I see as correct the statement of Admon.

13:6 With regard to one who contests ownership of a field, claiming that a field under the control of someone else actually belongs to him, and the claimant himself is signed as a witness on the bill of sale to that other person, Admon says: His signature does not disprove his claim of ownership of the property, as it is possible that the claimant said to himself: The second person is easier for me, as I can reason with him, but the first owner, who sold the field to the current holder, is more difficult to deal with than him. The claimant might have been afraid to protest against the first one, who is perhaps violent, and therefore he was even willing to sign as a witness to transfer the field to the control of someone more amenable to his ensuing protest. And the Rabbis say: He has lost his right to contest ownership, as he signed a bill of sale that states that the field belongs to the present holder. If he established that field as a marker for another field, everyone agrees that he has lost his right. In other words, if the claimant wrote a document concerning another field and in that document he listed the first field as a boundary marker and described it as belonging to someone else, even Admon concedes that he has lost his right, as he had no reason to say it belonged to someone else other than his belief this was in fact the case.

13:7 With regard to one who went overseas and in the meantime the path leading to his field was lost, e.g., the path he used to reach his land was taken over by the owner of the field through which it passed, so that its exact position is now unknown, Admon says: Let him go to his field by the shortest possible route. And the Rabbis say: Let him buy himself a path from an owner of a neighboring field at whatever price he can, even if it is one hundred dinars [maneh], or let him fly through the air.

13:8 With regard to one who produces a promissory note against another, and this borrower produced a bill of sale dated after the promissory note that states that the lender sold him a field of his, Admon says that the borrower can say: Were I really indebted to you, you should have collected your loan when you sold me the field, and you would not have needed to sell it. And the Rabbis say: This is no proof, as it is possible that this lender was perspicacious, as he sold the borrower the land for a good reason, because now he can take the field as collateral from him in lieu of the outstanding loan.

13:9 With regard to two people who each produced a promissory note of a monetary debt against the other, Admon says: The one holding the note with the later date can say to the first: If I owed you money, how is it that you are borrowing from me? You should have sued to collect your debt. This is proof that your document is a forgery. And the Rabbis say: This one collects his promissory note, and that one collects his promissory note.

13:10 Eretz Yisrael is divided into three separate lands with regard to

marriage: Judea, Transjordan, and the Galilee. If a man marries a woman in one of these lands he may not remove her from one town to another town in another of these lands or from one city to another city, i.e., he cannot compel her to move to another land. However, in the same land one may remove her from one town to another town or from one city to another city. However, even within the same land one may not force his wife to move from a town to a city, nor from a city to a town. The mishna adds: One may remove his wife from a noxious residence to a pleasant residence, even if it is in another land. However, one may not compel his wife to move from a pleasant residence to a noxious residence. Rabban Shimon ben Gamliel says: One may also not remove her from a noxious residence to a pleasant residence, because a pleasant residence tests the individual, i.e., one accustomed to certain environments can suffer even in more comfortable living quarters.

13:11 All may force their family to ascend to Eretz Yisrael, i.e., one may compel his family and household to immigrate to Eretz Yisrael, but all may not remove others from Eretz Yisrael, as one may not coerce one's family to leave. Likewise, all may force their family to ascend to Jerusalem, and all may not, i.e., no one may, remove them from Jerusalem. Both men and women may force the other spouse to immigrate to Eretz Yisrael or to move to Jerusalem. The mishna lists other halakhic distinctions between various geographic locations: If one married a woman in Eretz Yisrael and divorced her in Eretz Yisrael, and the currency of the sum in the marriage contract was not specified, he gives her the sum of her marriage contract in the currency of Eretz Yisrael. If one married a woman in Eretz Yisrael and divorced her in Cappadocia, where the currency holds greater value, he gives her the currency of Eretz Yisrael. If one married a woman in Cappadocia and divorced her in Eretz Yisrael, he likewise gives her the currency of Eretz Yisrael. Rabban Shimon ben Gamliel says: He gives her the currency of Cappadocia. Everyone agrees that if one married a woman in Cappadocia and divorced her in Cappadocia, he gives her the currency of Cappadocia.