

שבת קודש פרשת וארא | מסכת כתובות דף ע'

INSIGHTS FROM OUR CHABUROS

Why is the messenger considered an agent for the husband

ופרנס לאו שליחותיה קא עביד

The Mishnah presented a case where a husband made an oath that he prohibits his wife from benefiting from his property. This creates a serious problem, as we know that among the obligations of a husband to his wife is that he provide support for her. The Gemara struggled and finally came to an understanding why such an oath is valid, as it is not allowed for a person (the husband) to prohibit upon another (the wife) a sum for which he is obliged to pay.

The Mishnah ruled that in this case, the husband should provide support for his wife through an intermediary for up to thirty days, until the matter is either resolved with the husband resuming payment, or with his divorcing the wife. The Gemara asks, how can we allow a messenger to provide for the wife, and be reimbursed by the husband? All he is doing is apparently fulfilling the wishes of the husband, and this is also a violation of the oath.

The Taz (Y.D. 160, #11) asks, why should the Gemara be concerned that the messenger is fulfilling the wishes of the husband? The rule is that אין שליח לדבר עבירה—a messenger cannot do a sin by proxy." Accordingly, although the husband himself would be in violation of his oath if he would directly provide support for his wife, doing so via an intermediary should alleviate this problem. The husband is not sinning, and the messenger is not his representative in this regard. The Taz establishes a new principle based upon this observation. Although we say that there is no messenger for sin, this only means that no punishment may be meted out against the one who sent a messenger when the sin is done by his agent. The sin is, nevertheless, attributed to the one who delegates this act on the part of another. That is why, in this case, the husband cannot have his wife fed by a messenger, as this violates his oath.

Mishne L'melech (הלכות מלוה ולוה הי"ד) writes that in this case we would say that there a messenger can be used to commit a sin. The messenger is not bound by the oath and for him there is nothing wrong with feeding the wife. In such a case, the sinful aspect of the act done by the envoy is associated with the one who sent him.

In his שיעורים, R' Elchonon Wasserman points out that our Gemara is not faulting the messenger for his role. This is not what bothers the Gemara. It is the oath of the husband which is the problem. Whenever the husband must reimburse the agent, it is clear that the oath is being compromised. Due to this factor, benefit is being provided from the husband to the wife, and the role of the messenger is not a factor.

POINT TO PONDER

The משנה says that if someone was מזיד his wife he should appoint a פרנס. Is this something which he must do, or is it optional?

Response to last week's Point to Ponder:

The Gemara says that אבי רב כהנא used to collect for עישור נכסים from the rental income of the estate's properties. Does this include rent which was earned before the father passed away, or only rentals which started after he passed away?

The אבן עזר סימן קיג סעיף ב writes that as long as the rent wasn't due prior to the father's death, even if the rental took place while the father was still alive, she can collect from these monies. The מפרשים explain that since the rent is only payable at the end of the term, it's considered קרקע until it's collected.

STORIES OF THE DAF | The Begrudging Husband

"המדיר את אשתו מליהנות לו..."

Our Mishnah discusses the halachic ramifications if a man made a neder prohibiting himself from providing for his wife. Although these halachos are discussed in the Gemara and in the Poskim, this type of question is not one that should ever be relevant to a ben Torah. Such a willfully begrudging attitude is the very opposite of the Torah way in marriage.

When the Rebbetzin of Rav Shach, זט"ל, was once ill, she expressed a very strong desire for watermelon. The Gadol (who was over seventy years old at the time,) did not hesitate for a moment. He quickly left their small apartment, went on foot to the local fruit store, and purchased a large watermelon, which he then carried himself. People walking down the street in Bnei Brak could hardly believe their eyes. The Rosh Yeshivah walking with a watermelon tucked beneath his arm only to gladden his wife!

The Rebbetzin enjoyed a certain Yiddish magazine which could only be purchased in a distant shop in Shikun Gimel, a neighborhood that was about two kilometers away from their apartment. Despite the distance, the Rosh Yeshivah would walk there every day to pick up the daily paper. Rain or shine, heat wave or frost, the Rosh Yeshiva did not miss a single day.

When a certain young girl offered to do this chore for him, he refused. "What do you think? Do you imagine I have so many mitzvos that I can afford to give out what little I have? If you want mitzvos, you will have to search for your own. There are definitely enough to go around, but my mitzvos you may not take under any circumstances!"

HALACHA HIGHLIGHT Can a borrower prohibit his property to his lender?

וכיון דמשועבד לה היכי מצי מדיר לה

But since he is obligated to [support] her how can he take a vow against her?

There was once a borrower who prohibited all his property to his lender, and the question arose whether he can pay off his debt since that is money that he owes to the lender or perhaps he is required to nullify his vow before paying back his debt. The question was presented to the Chelkas Yaakov¹ for a ruling. Chelkas Yaakov began by quoting Rema² who discusses this matter. Rema cites a dispute whether a borrower has the ability to prohibit his property to his lender. The first opinion maintains that the borrower cannot prohibit his property to his lender unless he prohibits it to everyone in the world. Gra³ cites the comment in our Gemara that since a husband is obligated to support his wife how can he take a vow to prohibit his property to her? The second opinion maintains that a borrower is able to prohibit his property to the lender, although Gra⁴ adds that the borrower is placed in חרם until he is released from his vow.

Since the first opinion is mentioned without introduction and the second opinion is introduced with the words, "There are dissenting opinion..." halacha should follow the first opinion and the vow should not take effect. This is based on the rule mentioned by Shach⁵ is there When— סתם ויש הלכה כסתם that an anonymous ruling and a dissenting opinion introduced with the phrase, "And there are those..." halacha follows the first opinion. The difficulty is that Shach⁶ rules in this case that the borrower should be placed in חרם until he is released from his vow. Chelkas Yaakov suggests that perhaps Shach follows the second opinion as a stringency. In other words, since it is possible to release the vow, which accommodates both positions, it is best to do so rather than only accommodate one position even though that is the one that would be followed in halacha.

1. שו"ת חלקת יעקב יו"ד סי' קכ"ו.
2. רמ"א חו"מ סי' קי"ז סע"ז.
3. ביאור הגר"א שם ס"ק כ"ה.
4. ביאור הגר"א שם ס"ק כ"ו.
5. שו"ך יו"ד סי' רמ"ב הנהגת או"ה אות ה'.
6. שו"ך יו"ד סי' רכ"א ס"ק מ"ג.

MUSSAR FROM THE DAF

The Give and Take in Marriage

הני דברים קטנים, היכי דמי? אי דרגילה בהו — הא רגילה בהו! ואי לא רגילה בהו — פרנס למה לה? לא צריכא: דרגילה בבית נשא, וקא מגלגלא בהדיה, דאמרה ליה: עד האידינא דלא אדרתן — גלגילנא בהדך, השתא דאדרתן — לא מצינא דאיגלגל בהדך

Our Mishna spoke about a case regarding a husband who made a נדר which forbade his wife to have any benefit from him and he is therefore obligated to appoint a פרונס or trustee to support her. The Gemara asked, how can he do that, doesn't he have an obligation to support her? The Gemara answers that the Mishnah is referring to a case when the husband said to the wife that that your earnings will be your support, i.e., you can use your earnings to purchase your food. These mezonos are enough sustenance for her basic needs, and the פרונס is needed to give her the small extra food items like meat and fish. According to the Gemara we are discussing a case in which the wife grew up with those small items in her father's house, but she was able to forgo them when she got married. However, now that her husband made this vow prohibiting her from not having any benefit from him, she wants those small things and he has to now appoint a פרונס to provide her with those small items. What changed? How was the wife able to live without those seemingly small items initially which she grew up with, but now that the husband forbids his wife from receiving any benefit from him she can no longer handle this lower lifestyle she used to enjoy in her father's house.

There is a principle in marriage, that deep down a wife wants to feel loved and taken care of. And if a husband is able to provide the love that his wife so desires, then his wife can put up with all kinds of difficult lifestyle situations. If there is no money, the spouse can handle the difficulties. She understands that her husband would give her anything in the world if he had the ability, so she is able to deal with less. However, once a husband decides to assure any pleasure from his wife, she feels that he doesn't care about her and doesn't want to support her. She is unable to be חוותר anymore on needs she was once accustomed to.

There is a great lesson to learn from our Gemara. Supporting one's wife is an important responsibility that can put great pressure on a husband, understandably so. However, a husband should remember to find many different avenues to show his wife that he loves and cares for her so that deep down she will know that he would get her anything in the world if he could, and she will in return be grateful for whatever he provides her with.

PARSHA CONNECTION

In this week's daf the משנה says that 30 days is a maximum time frame for a wife living in a challenging situation, whereby she can't have הנאה from her husband. It's interesting that 30 days was also the timeframe for every מכה. The Torah (פרק 2 פסוק כה) writes: (פרק 2 פסוק כה) writes: וימלא שבעת ימים אחרי הכות ה' את היאר, and the מדרש רבה comments that each plague lasted for seven days and משה warned Mitzrayim for 23 days (see פירוש מהר"א). Perhaps the מכות were limited to 30 days, in order to maintain the בחירה of the מצריים. If the מכות would last for more than 30 days the Egyptians would not be able to say no, and that would have required an early end to the מכות. The first מכה was דם and the מדרש says that it was a fitting punishment for the fact that the מצריים stopped the Jewish women for going to the מקוה. The מדרש הקדוש adds that perhaps this is why it lasted for 7 days, corresponding to the 7 days that a lady counts, before going to the מקוה. The מכה of דם did not only effect the water in the יאור, but also caused the fish to die. Why was this necessary? The אלשיך הקדוש explains that the חרטומים were able to turn water into blood, but what they did didn't actually change the water's nature. Rather what they did only changed the look of the water, and made it look red like blood. The water was still drinkable and fish can survive in red looking water. The תורה is telling us that the מכת דם was a miracle whereby the water became blood with all of blood's characteristics, and to prove the point, it says that the fish died as well.

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