

## The Kesubah - Outline Overview

### I. The obligations of a husband to a wife during the marriage.

- A. The husband must support his wife.
  - 1. He must provide clothing for her.
  - 2. He must provide nourishment for her.
  - 3. He must provide her with a weekly allowance to buy her other needs.
- B. The husband must have marital relations with his wife.<sup>1</sup>

### II. The monetary obligations of a husband to his wife upon his death or divorce.

- C. The husband must pay her two hundred Zuz.<sup>2</sup>
- D. The husband must reimburse his wife the value of all her possessions that she brought in to the marriage and became his through the marriage.<sup>3</sup>
- E. The extra one hundred Zekukim<sup>4</sup> that the husband adds on his own.<sup>5</sup>
- F. The legal technicalities of the above three obligations.

### III. The strength of the obligations of the Kesubah and the acquiring of the obligation.<sup>6</sup>

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<sup>1</sup> Known as the Onah (עונה) obligation.

<sup>2</sup> The Zuz (זוז) was the currency at the time of the גמרא. This obligation is called the Kesubah (כתובה). (The contract is also called the Kesuba Contract after this obligation.)

<sup>3</sup> This obligation is called the Dowry (נדוניה). This is valued at one hundred Zekukim, see below.

<sup>4</sup> Zekukim (זקוקים) was a type of currency used in Europe known as the "Mark".

<sup>5</sup> This obligation is called the Extra Kesubah (תוספות כתובה).

<sup>6</sup> In order for the obligations to be legally binding the groom has to make a Kinyon (קניין).

## שטר כתובה

בחמישי בשבת - On Thursday  
בתשעה ועשרים יום לחדש ניסן - the 29th of the month of Nissan  
שנת חמשת אלפים ושבע מאות וששים ושתים - the year 5762  
לבריאת עולם - from the creation of the world  
למנין שאנו מונין כאן - according to the way we count here,  
ירושלים עיה"ק תובב"א - in The Holy City of Yerushalayim  
איך שהבחור יצחק בן אברהם - [we the witnesses know] how Yitzchok son of Avrohom  
אמר לה להדא בתולתא -<sup>7</sup> said to the Besulah  
רבקה בת בתואל - Rivkah daughter of Besuel  
הוי לי לאנתו - "Be for me a wife  
כדת משה וישראל." -<sup>8</sup> in accordance with the laws of Moshe and Yisroel  
ואנא אפלח -<sup>9</sup> I will work [to support]  
ואוקיר - and I will honor  
ואיזון - and I will provide sustenance  
ואפרנס - and I will support [provide clothing]  
יתיכי ליכי. -<sup>10</sup> you.  
כהלכות גוברין יהודאין -<sup>11</sup> Like the laws of the Jews  
דפלחין - that work[to support]  
ומוקרין וזנין ומפרנסין - honor, provide sustenance, and support  
לנשיהון - their wives

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### Notes

<sup>7</sup> A Besulah is a woman who did not have relations with any man, whether in or out of marriage.

<sup>8</sup> This means that the קדושין is only by the guidelines and in accordance with rabbinic law, that is to say if the חכמים do not want this קדושין it is not a valid קדושין and that he is obligating himself to her through this קדושין all that the תורה and the חכמים are מחייב a husband to a wife. There are some that say this refers to the obligation of עונה.

<sup>9</sup> There is a disagreement if this obligation includes hiring one's self out if he cannot make a living.

<sup>10</sup> These are two words which both mean you, יתיכי is referring to ואפרנס and לכי is referring to אפלח.

<sup>11</sup> Literally "Like the laws of Jewish men" i.e. the laws applicable to Jewish men; the husband's obligations.

## שטר כתובה

with truth.<sup>12</sup> - בקושטא.  
And I will give you - ויהיבנא ליכי -  
the worth of your Besulim<sup>13</sup> - מהר בתוליכי -  
two hundred Zuz - כסף זוזי מאתן -  
which is coming to you according to Biblical law.<sup>14</sup> - דחזי ליכי מדאורייתא.  
[And I will give you] your sustenance and your clothing - ומזוניכי וכסותיכי -  
and money for your needs<sup>15</sup> - וסיפוקיכי -  
and I will be with you like is the way of the land.<sup>16</sup> - ומיעל לותיכי כאורח כל ארעא.  
[In accordance with] the agreement of - וצביאת -  
Miss Rivkah daughter of Besuel the Besulah - מרת רבקה בת בתואל בתולתא דא -  
to be with him for a wife.<sup>17</sup> - והות ליה לאנתו.  
And the dowry<sup>18</sup> - ודן נדוניא -  
that she brought in from her father's house - דהנעלת ליה מבי אבוה -

### Notes

<sup>12</sup> Meaning, that he was מקדש her with the intention to obligate himself in providing support clothing, sustenance and the obligations of עונה.

<sup>13</sup> A בתולה receives two hundred Zuz, and a widow or divorcee receives one hundred Zuz. A woman that previously had a full marriage (i.e. נישואין), even if there are witnesses that she was not alone with her first husband until divorce, nonetheless receives only one hundred from her second husband (שו"ע אה"ע ס"ז ב').

<sup>14</sup> This payment is due upon death of the husband or divorce. There is a dispute if this obligation is indeed a biblical obligation. According to those that say it is biblical, the text of the כתובה is literal, according to those which say this is a rabbinical obligation, the explanation would be that this obligation is to be paid with biblical שקלים which were pure silver and much more valuable than standard currency.

<sup>15</sup> This refers to the obligation to give a wife a weekly allowance of one hundred כסף (כסף is a Talmudic currency), besides for the obligation of sustenance and clothing.

<sup>16</sup> This refers to the obligation of עונה.

<sup>17</sup> Meaning, the marriage was done with her consent, for a man cannot marry a woman against her will.

<sup>18</sup> The "dowry" refers to all the money and items of monetary value that the woman owns when she gets married.

General introduction to the next part of the כתובה: When a woman gets married all her belongings an item of monetary value goes into the possession of the husband (unless otherwise stipulated in the כתובה). The husband then accepts responsibility for these items, that if there is a divorce or he dies he will reimburse her for the worth of these items.

## שטר כתובה

whether [in the form of] silver or gold - בין בכסף בין בזהב -  
whether [in the form of] jewelry, - בין בתכשיטין,  
clothing, - במאני דלבושא,  
house hold items, - בשימושי דירה,  
or bedroom items.<sup>19</sup> - ובשימושא דערסא.  
Yitzchok son of Avrohom our groom obligates himself - קבל עליו יצחק בן אברהם חתן דנן -  
one hundred Zekukim<sup>20</sup> - במאה זקוקים -  
of pure silver.<sup>21</sup> - כסף צרוף.  
and he added on from his own<sup>22</sup> - והוסיף לה מן דיליה -  
another one hundred Zekukim of pure silver - מאה זקוקים כסף צרוף אחרים -  
matching those<sup>23</sup>, - כנגדם,  
the total being two hundred Zekukim of pure silver. - סך הכל מאתיים זקוקים כסף צרוף.

וכן אמר יצחק בן אברהם חתן דנן: - And so said Yitzchok son of Avrohom, our groom:  
The obligation of this Kesubah contract<sup>24</sup>, - אחריות שטר כתובתא דא,

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### Notes

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<sup>19</sup> Pillows, blankets, linen etc.

<sup>20</sup> One hundred זקוקים is an evaluation of the average worth of the “dowry”, and so he obligates himself to pay her this much upon divorce or death. The groom always obligates himself one hundred זקוקים because this is the average dowry, if either of them want they could have a professional assessment of her monetary items and then obligate himself in this exact amount; but the one hundred זקוקים is the standard accepted obligation. (Some are of the opinion that one hundred זקוקים is an evaluation of the “dowry” and the aforementioned two hundred זוז.)

<sup>21</sup> This is an obligation to pay the כתובה with money (currency of that country). “Money” as opposed to paying with things of monetary value, which according to הלכה he could pay back with; but he is making a special obligation on himself voluntarily to pay back with currency.

<sup>22</sup> “He” i.e. the husband. “From his own” i.e. that this one hundred זקוקים not obligated by Biblical or Rabbinical law rather he voluntarily obligates himself in this; to be paid in addition to the two hundred זוז and the one hundred זקוקים. This money is also paid if there is a divorce or upon death.

<sup>23</sup> The aforementioned obligatory one hundred זקוקים.

<sup>24</sup> This refers to the two hundred זוז which is known as the “כתובה” in Talmudic terminology.

## שטר כתובה

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the dowry<sup>25</sup> and the extra<sup>26</sup> - דא ותוספתא דא  
I accept upon myself - קבלית עלי  
and upon those who inherit after me<sup>27</sup> - ועל ירתי בתראי  
to pay [all of the aforementioned obligations] - להתפרע  
from the best and finest of my real state - מכל שפר ארג נכסין  
and from my possessions<sup>28</sup> - וקנינין  
which I have under the sky,<sup>29</sup> - דאית לי תחות כל שמיא,  
which I have acquired - דקנאי  
and what I will acquire, - ודעתיד אנא למקנא,  
possession which have responsibility<sup>30</sup> - נכסין דאית להון אחריות  
and possessions which do not have responsibility, - ודלית להון אחריות,  
they will all be responsible<sup>31</sup> - כלהון יהון אחראין  
and be as a guarantor<sup>32</sup> - וערבאין  
to collect from them - לפרוע מנהון

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### Notes

<sup>25</sup> This refers to the first one hundred זקוקים which he accepted to pay as reimbursement for the dowry.

<sup>26</sup> This refers to the latter one hundred זקוקים which he accepted to pay voluntarily; known as the תוספות "כתובה" "Extra כתובה" in Talmudic terminology.

<sup>27</sup> Meaning, that those who inherit me are obligated to use the inheritance to pay for all these obligations.

<sup>28</sup> This refers to movable items as opposed to real estate.

<sup>29</sup> Where ever it may be.

<sup>30</sup> This requires a brief introduction: Normally when someone obligates himself money to someone else or borrows money, all his real estate becomes obligated to pay back, meaning that if he sells this land or he dies and there is no money to pay for his loan the lender may take the land from the buyer or from the inheritance. This applies only to real estate, but all movable possessions may only be collected if they still belong to the borrower and the borrower is still living. Hence, "possession which have responsibility" refers to real estate and "possession which do not have responsibility" refers to movable possessions. By the obligations in the כתובה there was a special law that even movable possessions could be collected from the inheritance of the husband (but not from a buyer, although real estate could be collected from the buyer).

<sup>31</sup> See above note.

<sup>32</sup> This means that just like you can't collect from a guarantor unless the borrower has no money, here too she cannot collect (real estate) from the buyer unless the husband has no money.

## שטר כתובה

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this Kesubah contract, - , שטר כתובתא דא,  
the dowry and the extra, - , נדוניה דן ותוספתא דא,  
מנאי, - , from me,  
and [you may] even [collect from] the shirt on my back<sup>33</sup> - דעל כתפאי  
בחי ובמותי - in my life<sup>34</sup> or in my death  
מן יומא דנן - [the responsibilities begin] from this day  
ולעלם. - and [continue] forever.

And the responsibilities of this Kesubah contract, - , ואחריות שטר כתובתא דא,  
the dowry and the extra, - , נדוניה דן ותוספתא דא,  
Yitzchok son of Avrohom, our groom, has accepted upon - קיבל עליו יצחק בן אברהם חתן דנן -  
himself  
with all of the stringencies - ככל חומר -  
of the Kesubah contract - שטרי כתובות -  
and the extra - ותוספתות -  
like the customary laws applicable to Jewish daughters<sup>35</sup> - דנהגין בבנות ישראל -  
of which were made by our scholars of blessed memory. - העשוין כתיקון חכמינו ז"ל. -  
and not [by the laws] of Asmachtah<sup>36</sup> - דלא כאסמכתא -  
and not [by the laws] of "additions to the contract".<sup>37</sup> - ודלא כטופסי דשטרי.

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### Notes

<sup>33</sup> This does not mean she can collect from the clothing he is wearing and leave him unclothed; rather if his only possessions are one set of expensive clothing which he wears he must sell them and buy cheaper clothing and give her the difference.

<sup>34</sup> Upon divorce.

<sup>35</sup> Meaning he accepts upon himself to follow all the accepted laws applicable to the כתובה and to accept the decrees of the local rabbinic court regarding his כתובה.

<sup>36</sup> An Asmachtah is when someone obligates himself verbally with no intention to keep his word. We are saying this is not the case here rather he intends to keep all of the above.

<sup>37</sup> "Additions to the contract" refers to extra obligations written in the contract by the scribe without specific instructions. Here too we are saying this is not the case here, rather the entire כתובה is written to the exact instructions of the husband.

## שטר כתובה

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וקנינא - <sup>38</sup> And we have acquired<sup>39</sup>  
מן יצחק בן אברהם חתן דנן - from Yitzchok son of Avrohom, our groom  
למרת רבקה בת בתואל בתולתא דא - for Miss Rivkah<sup>40</sup> daughter of Besuel the Besulah-  
על כל מה דכתוב ומפרש לעיל, - all that is written and explained above,  
במנא דכשר למקניא ביה - "kinyon"<sup>41</sup> with a object that is good for a  
והכל שריר וקיים. - and all of the above is correct and in good standing.

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### Notes

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<sup>38</sup> The witnesses.

<sup>39</sup> The above obligation. "Acquiring an obligation" (in Talmudic terminology known as a קניין) is the legal process with which one becomes obligated in the obligations and stipulations written in the contract, and in this case the כתובה.

<sup>40</sup> The witnesses do the קניין with the groom as representatives of the bride.

<sup>41</sup> An explanation of the nature of this קניין and its laws are beyond the scope of this work. It is unnecessary for the groom or the witnesses to know these laws as long as there is an officiating Rabbi which can ascertain that it was done correctly.