

Perek I

Daf 6 Amud a

NOTES

As a man does not divorce, etc. – דאין אדם מגרש וכו' : Many commentaries have proven from this statement that the dispute between Rabbi Yehuda and the Rabbis relates to the inclusion of the phrase: From me, in the bill of divorce. However, the Rashba questions why Rabbi Yehuda requires this phrase. Since the names of the husband and wife are written in the document, isn't it obvious that the bill of divorce is from him? He answers that without this expression, it would be possible for the husband to think that he can divorce his wife through a verbal declaration, and it is therefore inconsequential whether the bill of divorce was originally written for him or for someone else.

It is hereby ownerless property, etc. – הרי הוא דהפקר : It appears from the Commentary on Nedarim that its author understood that this was said not merely as a refutation but as an actual halakha, because the language: It is hereby, connotes charity more so than an offering. The author of Nidrei Zerizin notes that it is plausible to say this because one who takes a vow and renders an item forbidden by equating it to an offering has made a vow of the wicked. However, one who vows to give charity has performed a mitzva. The Ritz is cited as suggesting another reason: The proper language for a vow equating an item to an offering is: This is hereby like an offering to me. If one says only: This is hereby, he is lacking several words. On the other hand, when one makes a vow to give charity, it is sufficient to say: This is hereby for charity. Consequently, it is more likely that he intended this statement to express his intent to give charity. However, the Ran and the Rosh explain that since the expression: This is hereby, can have several interpretations, it is entirely ambiguous, and the vow does not take effect at all.

HALAKHA

This is hereby a sin-offering – הרי זו חטאת : If one says: I accept upon myself a sin-offering, or if he says: This is hereby a sin-offering, his statement is ineffective even if he was already obligated to bring a sin-offering. However, if he was obligated to bring a sin-offering and designated the animal by saying: This is my sin-offering, his statement takes effect, in accordance with the opinion of Rabbi Yehuda (Rambam Sefer Avoda, Hilkhot Ma'aseh HaKorbanot 14:8).

אמר לך אביי: אָנָּא דאָמרי – אָפילוּ לרבי יהודה; עד כאן לא קאמר רבי יהודה בעיני ידיים מוכיחות – אלא גבי גט, דבעינן בריתות וליכא. אבל בעלמא – מי שמעת ליה?

The Gemara responds: Abaye could have said to you: I say my statement even in accordance with the opinion of Rabbi Yehuda. Rabbi Yehuda says that we require obvious intimations only with regard to a bill of divorce, as we require full severance of the relationship, and there is not full severance unless the bill of divorce clearly states that the husband is divorcing his wife through that document. However, did you hear him state generally that ambiguous intimations are not valid intimations?

ורבא אמר: אָנָּא דאָמרי – אָפילוּ לרבנן; עד כאן לא קאמרי רבנן דלא בעיני ידיים מוכיחות – אלא גבי גט.

And Rava could have said: I say my statement even in accordance with the opinion of the Rabbis. The Rabbis say that we do not require obvious intimations only with regard to a bill of divorce,

דאין אדם מגרש את אשת חברו, אבל בעלמא – מי שמעת להו?

as a man does not divorceⁿ the wife of his fellow, so it is obvious that he is writing the bill of divorce to his wife. However, did you hear them state generally that ambiguous intimations are valid intimations?

מיתבי: הרי הוא עלי, הרי זה עלי – אסור, מפני שהוא יד לקרבן. טעמא דאמר עלי הוא דאסור, אבל לא אמר עלי – לא. תיובתא דאביי!

The Gemara raises an objection based upon the following baraita: If one says with regard to an object lying before him: It is upon me, or: This is hereby upon me, it is forbidden, because it is an intimation that he is rendering the object forbidden to himself like an offering. This baraita indicates that the reason it is forbidden is that he specifically said: Upon me. However, if he did not say: Upon me, no, it is not forbidden, because this expression is an ambiguous intimation. This is a conclusive refutation of the opinion of Abaye, who holds that even ambiguous intimations are valid intimations.

אמר לך אביי: טעמא דאמר עלי הוא דאסור, אבל אמר הרי הוא ולא אמר עלי – הרי הוא דהפקר, הרי הוא דצדקה קאמר. והא מפני שהוא יד לקרבן קתני!

The Gemara answers: Abaye could have said to you that the reason it is forbidden is that he specifically said: Upon me. However, if he said: It is hereby, and did not say: Upon me, his statement is not considered an intimation of a vow at all, as he could have been saying: It is hereby ownerless property,ⁿ or: It is hereby charity. The Gemara asks: But the baraita teaches that the object is forbidden because his statement is an intimation that he is rendering the object forbidden to himself like an offering. With regard to consecrating an offering, even the statement: This is, without the additional phrase: Upon me, is considered an intimation. Nevertheless, the baraita indicates that if one does not say: Upon me, the vow does not take effect. This must be because an ambiguous intimation is not a vow.

אלא. אימא: טעמא דאמר עלי – הוא אסור וחבירו מותר, אבל אמר הרי הוא – שניהן אסורין, דדלמא הרי הוא הקדש קאמר.

Rather, say the following: The reason is that he specifically said: Upon me; consequently, he is prohibited from benefiting from the object, but another person is permitted to benefit from it. However, if he said: It is hereby, and did not add the expression: Upon me, both of them are prohibited from benefiting from it because perhaps he is saying: It is hereby consecrated property. In other words, there is concern that he may have actually consecrated the object rather than taking a vow that it is forbidden to him as though it were consecrated.

מיתבי: הרי זו חטאת, הרי זו אשם, אף על פי שהוא חייב חטאת ואשם – לא אמר בלום. הרי זו חטאתי, הרי זו אשמי, אם היה מחויב – דבריו קיימין. תיובתא דאביי!

The Gemara raises an objection to this on the basis of the following baraita: If one says: This is hereby a sin-offering,ⁿ or: This is hereby a guilt-offering, then even if he is liable to bring a sin-offering or guilt-offering he has said nothing, as this is an ambiguous intimation. However, if he said: This is hereby my sin-offering, or: This is hereby my guilt-offering, then if he was liable to bring that offering his statement takes effect, because this is an obvious intimation. This is a conclusive refutation of the opinion of Abaye.

אמר לך אבני: הא מני – רבי יהודה היא. והא אבני הוא דאמר: אנא דאמרי אפילו לרבי יהודה! הדר ביה.

The Gemara answers: **Abaye could have said to you:** In accordance with whose opinion is this *baraita*? It is in accordance with the opinion of **Rabbi Yehuda**, who holds that ambiguous intimations are not intimations. The Gemara asks: **Wasn't it Abaye who said: I say that ambiguous intimations are valid intimations even according to the opinion of Rabbi Yehuda?** The Gemara answers: **He retracted** this statement and admitted that Rabbi Yehuda holds that ambiguous intimations are not valid intimations.

אלא לימא רבא דאמר ברבי יהודה?

The Gemara asks: **But shall we say** that just as Abaye retracted his statement that his opinion can be stated even according to Rabbi Yehuda, **Rava, who said** that ambiguous intimations are not valid intimations, also retracted his initial statement and admitted that his opinion is only **in accordance with the opinion of Rabbi Yehuda** and is not in accordance with the opinion of the Rabbis?

אמר לך רבא: אנא דאמרי אפילו לרבנן. עד כאן לא קאמרי רבנן דלא בעינן ידים מוכיחות – אלא גבי גט, דאין אדם מגרש את אשת חברו, אבל בעלמא – בעינן ידים מוכיחות.

The Gemara answers: **Rava could have said to you: I say my statement even according to the opinion of the Rabbis. The Rabbis say that we do not require obvious intimations only with regard to a bill of divorce, as a man does not divorce the wife of his fellow, so it is obvious that he is writing the bill of divorce to his wife. However, generally we require obvious intimations.**

Perek I

Daf 6 Amud b

בעי רב פפא: יש יד לקידושין או לא? היכי דמי? אילימא דאמר לה לאשה "הרי את מקודשת לי", ואמר לחבירתה "ואת נמי" – פשיטא, היינו קידושין עצמן! אלא, כגון דאמר לה לאשה "הרי את מקודשת לי", ואמר לה לחבירתה "ואת", מי אמרינן: "ואת נמי" אמר לה לחבירתה, ותפסי בה קידושין לחבירתה. או דלמא: "ואת חזאי" אמר לה לחבירתה, ולא תפסי בה קידושין בחבירתה?

S Rav Pappa raised a dilemma: Is there intimation for betrothal^{NH} or not? Does betrothal take effect via an incomplete statement? The Gemara asks: What are the circumstances of such a case? If we say it is a case where one said to a woman: You are hereby betrothed to me, and he said to another woman: And you too, isn't it obvious that this is betrothal itself, and it takes effect? Rather, it is a case where one said to a woman: You are hereby betrothed to me, and he said to another woman: And you. Do we say that he said the other woman: And you too are betrothed, and betrothal takes effect with regard to the other woman, or perhaps he said to the other woman: And you see^N that I am betrothing this woman, and betrothal does not take effect with regard to the other woman?

HALAKHA

Intimation for betrothal – יד לקידושין: If a woman is an agent to accept betrothal on behalf of another woman, and when the man gives her the betrothal money he says: And you, too, she too is thereby betrothed. However, if he said only: And you, it is questionable whether the agent is betrothed because it is unclear whether he meant to say that she is also betrothed or whether he was asking her what she thinks. This question is not resolved in the Gemara, and one must be stringent with regard to questions of forbidden relations. Consequently, she requires a bill of divorce from him in order to marry another man (Rambam *Sefer Nashim, Hilkhot Ishut* 4:2; *Shulhan Arukh, Even HaEzer* 36:9).

NOTES

Is there intimation for betrothal – יש יד לקידושין: The question here is not whether a particular incomplete statement expresses clearly enough the intention of the individuals involved, but whether betrothal can take effect at all on the basis of an incomplete statement, even if it indicates one's intentions clearly (*Tosafot; Tosafot Yeshanim*). This question is based on the difference between vows and betrothal. A verbal declaration is all that is necessary for a vow to take effect, but betrothal requires an act, i.e., giving money or a document, in addition to a verbal expression. Consequently, it is possible that incomplete expressions are ineffective in this context (Ran). On the other hand, one could argue that since there is an act of betrothal, the verbal declaration need not be complete and explicit (Rabbi Avraham min HaHar). Furthermore, it may be argued that intimations should be effective because betrothal is comparable to an act of consecration in that the woman becomes forbidden to all other men. In fact, it is for this reason that betrothal is called *kiddushin*, which is similar to the word *hekadesh*, meaning consecrated (*Tosafot; Rosh*). However, perhaps this would apply only if the man betrothed the woman with a verbal declaration that included the word *kiddushin* (see *Tosafot on Kiddushin* 7a and *Eshel Avraham*).

The commentaries have noted that the previous discussion in the Gemara was about whether ambiguous intimations

are effective with regard to divorce; however, it was taken for granted that obvious intimations are effective. Yet here, with regard to betrothal, the Gemara questions whether even obvious intimations are effective. Why is there a difference between divorce and betrothal in this regard? Some have answered that since divorce includes the granting of a bill of divorce, and this document states clearly that the husband is divorcing his wife, a full verbal statement is unnecessary (*Tosafot; Tosafot Yeshanim*, citing Rabbi Yosef of Jerusalem; Rosh).

And he said to another woman: And you – ואמר לה לחבירתה – ואת: The commentaries disagree with regard to the particular case under discussion. The plain reading of the text indicates, as explained by the Commentary on *Nedarim* and the Ran, that the man gave at least two *peruta* coins to a woman for the purpose of betrothal. One *peruta* is the minimum value that must be used to effect betrothal. The man declared his intention to betroth the woman, and then said to a second woman: And you. He thereby renders the first woman an agent to give a *peruta* to the other woman. Later authorities have discussed the question of how the money that was already given to the first woman can be requisitioned to betroth another woman. However, the Rambam understands the situation differently, and according to Rabbi Avraham min HaHar, the Rambam's version of the

talmudic text stated this explicitly. In his scenario, the woman being discussed is the agent for another woman, whom the man wished to betroth originally. He gave the agent the betrothal money and said that he betroths the other woman with it. Afterward, the man added: And you. The question is whether by doing so he thereby betroths the agent as well. It is possible that according to the Rambam, the case discussed in the Commentary on *Nedarim* and other commentaries is at most a questionable betrothal, even if intimations are effective with regard to betrothals.

And you see – ואת חזאי: The commentaries suggest varying interpretations of this statement based on opposing perspectives with regard to the passage as a whole. The Rosh asks why the Gemara found it necessary to elaborate upon what the man's intention may have been. He explains that if it were not possible to interpret the man's statement as indicating something other than betrothal, it would be considered an explicit statement, and the woman would be betrothed even if intimations are not effective for betrothal. Conversely, *Tosafot* and the Rashba explain that if the *halakha* were that intimations are not effective for betrothal, the man's statement would be interpreted as though he meant: And you see, even if it is clear that his intention was to effect betrothal.

BACKGROUND

Pe'a – פָּאָה: The Torah states that a farmer is prohibited from harvesting the produce in the corner of his field. He must allow the poor to collect this produce themselves. The Sages decreed that the area of the corner must be at least one-sixtieth of the field. This mitzva appears in the Torah (Leviticus 19:9, 23:22), and tractate Pe'a is devoted to the details of this mitzva. By Torah law, fields, vineyards, and olive groves are included in this mitzva (Tosafot).

LANGUAGE

Furrow [ugeya] – אוּגְיָא: This word usually refers to a ploughed field or furrow. Some maintain that it is from the word ugeya spelled with an ayin, meaning the round cavity dug around a tree for the purpose of irrigation. However, here and in other places, the word refers to a patch of a garden or field.

ומי מיבעי ליה לרב פפא? והא מדאמר ליה רב פפא לאביי: מי סבר שמואל ידים שאין מוכיחות הויין ידים – מכלל דסבירא ליה לרב פפא דיש יד לקידושין! חדא מגו מאי דסבירא ליה לשמואל אמר ליה לאביי.

בעי רב פפא: יש יד לפאה או אין יד לפאה? היכי דמי? אילימא דאמר "הדין אוגיא ליהוי פאה, והדין נמי" – ההיא פאה מעלייתא היא! כי קא מיבעיא ליה – כגון דאמר "והדין" ולא אמר "נמי", מאי?

מכלל דכי אמר "שדה בולה תיהוי פאה" הויא פאה?

אין, והתניא: מנין שאם רוצה לעשות כל שדה פאה עושה – תלמוד לומר "פאת שדה".

מי אמרינן: בין דאיתקש לקרבנות, מה קרבנות יש להם יד – אף פאה יש לה יד. או דלמא כי איתקש – ל"בל תאחר" הוא דאיתקש? והיכא איתקש – דתניא:

The Gemara asks: Did Rav Pappa raise this as a dilemma? But from the fact that Rav Pappa said to Abaye in a case concerning betrothal (see Kiddushin 5b): Does Shmuel hold that ambiguous intimations are valid intimations, it can be proven by inference that Rav Pappa holds that there is intimation for betrothal. The Gemara answers: Rav Pappa spoke to Abaye about one of the opinions that Shmuel held. Shmuel had ruled that even an ambiguous intimation was sufficient in the case of betrothal, and Rav Pappa questioned this ruling without expressing his own opinion that even obvious intimations are not valid with regard to betrothal.

§ Rav Pappa raised another dilemma: Is there intimation for pe'a,^{BH} the produce in the corner of a field that must be left for the poor, or is there no intimation for pe'a? The Gemara asks: What are the circumstances of the case? If we say it is a case where one said: This furrow [ugeya]^L shall be pe'a and this one too, this is a full-fledged declaration of pe'a. The Gemara explains: He raises the dilemma with regard to a case where he said: And this,^N and he did not say: And this one too, and therefore his statement can be interpreted to mean that this other furrow should remain his and not be included in the pe'a (Tosafot). What is the halakha in this case?

The Gemara interrupts this train of thought and wonders: Does this prove by inference that in a case where one said: The entire field shall be pe'a, it would all be rendered pe'a? The case must be one where the first furrow was large enough to serve as pe'a for the entire field, because if that were not the case, it would be clear that he meant that the second furrow should also be pe'a. Consequently, it is clear from Rav Pappa's question that one can designate as pe'a a larger portion of the field than one is absolutely required to designate.

The Gemara answers: Yes, and it is taught in the following baraita: From where is it derived that if one wants to render his entire field pe'a, he may do so?^H The verse states: "You shall not wholly reap the corner of your field" (Leviticus 19:9).^N This is expounded to mean that the entirety of "your field" may be designated as the "corner" that is left for the poor.

The Gemara returns to its discussion of Rav Pappa's dilemma. Do we say that since pe'a is juxtaposed to offerings, just as offerings have intimation, so too, pe'a has intimation? Or perhaps when pe'a is juxtaposed to offerings, it is juxtaposed to indicate only that it is subject to the prohibition: You shall not delay? The Gemara clarifies: And where is it juxtaposed? As it is taught in a baraita:

HALAKHA

Intimation for pe'a – יד לפאה: If the owner of a field declares one furrow pe'a and says with regard to another furrow: And this one too, they are both pe'a. Even if he said merely: And this, the second furrow is considered pe'a. The Gemara did not give a clear resolution to this issue, and one must be stringent in cases of potential prohibition (Rambam Sefer Zera'im, Hilkhoh Mattenot Aniyyim 2:13 and Kesef Mishne there).

אם – אם one wants to render his entire field pe'a he may do so – רוצה לעשות כל שדה פאה עושה: One who wishes to increase the amount of pe'a beyond the amount required by the Sages is to be blessed. There is no limit to the area of one's field that he may declare pe'a (Rambam Sefer Zera'im, Hilkhoh Mattenot Aniyyim 1:15). It is permitted to render one's entire field pe'a as long as he leaves at least one stalk for himself (Rambam Sefer Zera'im, Hilkhoh Mattenot Aniyyim 2:11 and Kesef Mishne there).

NOTES

A case where he said: And this, etc. – כגון דאמר והדין וכו' – Here, too, the commentaries disagree as to the particulars of the case. According to Ran, the case is where one declared one furrow pe'a, and it is large enough to serve as pe'a for the entire field. He then refers to another furrow and says: And this. The question about intimations is based on the assumption that there is no maximum percentage of the field that one can declare pe'a. Tosafot explain that the case is where he declared one furrow to be pe'a and then said: And this, with regard to the entire remainder of

the field. According to this interpretation, the Gemara's next comment, that the question assumes that one can declare his entire field pe'a, is easily understood.

The corner of your field – פאת שדה: If the halakha was that one cannot render his entire field pe'a, the verse would have stated: A corner in your field (Ran). Alternatively, it could have stated simply: A corner, without mentioning that it is a corner of your field (Shita Mekubbetzet).