

A person cannot prohibit another's produce to that other person – אִין אָדם אוֹסר פִּירוֹת חֲבִירוֹ עַל חֲבִירוֹ: If one says to another: So-and-so's produce is forbidden to you, his words are of no consequence (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 5:3; *Shulhan Arukh, Yoreh De'a* 225).

With a woman who says my hands are consecrated to the One Who made them – בְּאוֹמֶרֶת יְקַדְשׁוּ יָדַי לְעוֹשֵׂיהֶן: According to some authorities the vow of a married woman takes effect only if she says: My hands are consecrated to the One Who made them. This is because, although the vow does not apply at that time, it can take effect later, since the husband has rights to her earnings (Rema). The *Taz*, citing *Beit Yosef*, maintains that the vow would take effect even if she vows that her husband should not benefit from her earnings (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 12:10; *Shulhan Arukh, Yoreh De'a* 234:71; see also *Shulhan Arukh, Even HaEzer* 81:2).

אָמַר לִיה אֲבִי: בְּשִׁלְמָא אָדָם אוֹסר פִּירוֹת חֲבִירוֹ עָלָיו – שְׁהָרִי אָדָם אוֹסר פִּירוֹתָיו עַל חֲבִירוֹ, אֲלֵא יֵאָסֹר דְּבַר שְׁלָא בָּא לְעוֹלָם עַל חֲבִירוֹ! שְׁהָרִי אִין אָדָם אוֹסר פִּירוֹת חֲבִירוֹ עַל חֲבִירוֹ!

Abaye said to him: This is no proof at all. Granted, a person can prohibit another's produce to himself, since a person can prohibit his own produce to another. But does it follow that he can also prohibit an entity that has not yet come into the world to another person, seeing that a person cannot prohibit another's produce to that other person,^H as he has jurisdiction neither over the produce nor over the person to whom he wishes to prohibit it? Yet in the mishna here the woman prohibits her future earnings, which do not yet exist, to another person, i.e., her husband.

אֲלֵא אָמַר רַב הוּנָא בְּרִיה דְּרַב יְהוֹשֻׁעַ: בְּאוֹמֶרֶת "יְקַדְשׁוּ יָדַי לְעוֹשֵׂיהֶן", דִּידֵים הָא אִיתְנָהוּ בְּעוֹלָם.

Rather, Rav Huna, son of Rav Yehoshua, said: Here the mishna is dealing with a woman who says: My hands are consecrated to the One Who made them.^{NH} Therefore, the case does not involve the issue of an entity that has not yet come into the world, as her hands are already in the world.

וְכִי אָמְרָה הִכִּי – קִדְשָׁהּ? וְהֵא מִשְׁעִבְדֵּן יְדֵיהָ לְבַעַלָּהּ – דְּאָמְרָה: לְכִי מִגְרָשָׁה. הַשְׁתָּא מִיְהִת לָא מִגְרָשָׁה, וּמִמָּאֵי דְכִי אָמְרָה הִכִּי מִהֵנָּא?

The Gemara challenges this interpretation: And if she said her vow like this, are they consecrated and forbidden? But aren't her hands pledged to her husband, to do the work she is obligated to perform for him? The Gemara answers: The mishna is referring to a woman who said: The vow will take effect when I become divorced. The Gemara raises a difficulty: She is not divorced now in any event, and from where is it learned that when she says her vow like this, the vow is effective? How is it learned that she can consecrate something in such a manner that it will become consecrated only in the future?

NOTES

To the One Who made them [*le'oseihen*] – לְעוֹשֵׂיהֶן: The *Rid* reads this word as *lema'aseihen*, for their actions, which means that the vow should apply not to the hands themselves but to the products of her hands, although it is formulated in such a way that the vow refers to something that exists. According to *Tosafot* (16b; see *Ran* there) it appears that she does not actually have to vow in this manner, but rather her vow is explained in this fashion even if she does not say so explicitly.

This field that I am selling – שְׂדֵהָ זֶה שָׂאֲנִי מוֹכֵר – If one person says to another: With regard to this field that I am selling to you, when I will buy it back from you it shall be consecrated, the field becomes consecrated upon its repurchase. This is because the current owner presently has the power to consecrate it, as stated by Rabbi Illa (Rambam *Sefer Hafla'a, Hilkhot Arakhin VaHaramim* 6:29).

This field that I sold to you – שְׂדֵהָ זֶה שִׁמְכַרְתִּי לָךְ – If one person says to another: With regard to this field that I sold you, when I will buy it back from you it shall be consecrated, then even if he repurchases the field it does not become consecrated. This is because he had no power to consecrate it at the time, and a person cannot consecrate an entity that has not yet come into the world (Rambam *Sefer Hafla'a, Hilkhot Arakhin VaHaramim* 6:27; *Shulhan Arukh, Hoshen Mishpat* 212:9).

Perek XI
Daf 86 Amud a

אָמַר רַבִּי אֵילָא: וּמָה אֵילוֹ אוֹמֵר לְחֲבִירוֹ "שְׂדֵהָ זֶה שָׂאֲנִי מוֹכֵר לָךְ, לְבִשְׁאָקְחָנָה מִמֶּךָ תְּקַדִּישׁ" מִי לָא קִדְשָׁהּ?

Rabbi Illa said: And what is the *halakha* if one person says to another before selling him a field: This field that I am selling^H to you now, when I will buy it back from you, let it be consecrated? Is the field not consecrated when it is repurchased? In similar fashion, a woman can consecrate her future handiwork, even though the sanctity cannot presently take effect.

מִתְקִיף לָהּ רַבִּי יִרְמְיָה: מִי דְמִי? "שְׂדֵהָ זֶה שָׂאֲנִי מוֹכֵר לָךְ" – הַשְׁתָּא בִּידֵיהָ הִיא, אִשְׁתָּא בִּידֵיהָ לְהַקְדִּישׁ מֵעַשָׂה יְדֵיהָ? הָא לָא דְמִי אֲלֵא לְאוֹמֵר לְחֲבִירוֹ "שְׂדֵהָ זֶה שִׁמְכַרְתִּי לָךְ, לְבִשְׁאָקְחָנָה מִמֶּךָ תְּקַדִּישׁ" מִי קִדְשָׁהּ?

Rabbi Yirmeya objects to this comparison: Are the two cases comparable? When a person says: Let this field that I am selling to you now be consecrated when I buy it back from you, now at least the field is still in his possession, and he can therefore consecrate it now, stipulating that the consecration should take effect only when it returns to his ownership. As for the woman, however, is it currently in her power to consecrate her handiwork? At present it does not belong to her. This case is comparable only to that of one who said to another: With regard to this field that I sold to you^H in the past, when I will buy it back from you, let it be consecrated. In such a case, is the field consecrated when it is repurchased?

NOTES

אָשָׁה – אֵשֶׁת – As for a woman, is it in her power to be divorced – **בְּיָדָהּ לְהַתְּנָה**: The Ran points out that a wife can say to her husband: I will not be sustained by you and, in turn, I will not work, i.e., you will not keep my earnings, and she thereby retains her handiwork, which means that she does have the power to consecrate it. He resolves this difficulty by pointing out that a woman cannot release herself from all work, as there are certain types of personal services, such as helping a husband bathe, that a wife is obligated to perform for her husband in any case. She therefore cannot completely release herself from his claims to her handiwork.

לְעֶשֶׂר שָׁנִים – For ten years: This detail is added in response to the above difficulty with regard to the comparison between a wife and a pledged field, i.e., that the latter can be redeemed at any time, which means the owner potentially has full ownership over the field. He can therefore consecrate it, although the field will become consecrated only when it is redeemed. By contrast, in the case of a wife, she cannot release herself from her current obligations to her husband. In order to resolve this difficulty, the Gemara cites the more specific case of a ten-year pledge, during which the owner cannot redeem his field, and yet the fact that he retains ownership over it enables him to consecrate it at the present time for when it returns to him in the future.

הֵתֵם קִיץ – There is a fixed – Since the field will definitely be redeemed at some point in time, the owner can be viewed as retaining full possession of it even before it is redeemed. There is, however, no guarantee that the woman's husband will divorce or predecease his wife, and therefore she cannot claim to have full ownership over her handiwork at the present time.

מִתְקִיף לָהּ רַב פָּפָא: מִי דְמִי? גְּבִי וְבִינָא – פְּסִיקָא מִלְּתִיּהּ, גְּבִי אִשָּׁה מִי פְּסִיקָא מִלְּתָא? הָא לֹא דְמִי אֲלֵא לְאוּמַר לְחִבְרִי "שָׂדֶה זֶה שְׂמֻשְׁבְּנֵי לְךָ, לְכִשְׁאֶפְדָּנָה מִמֶּךָ תְּקַדֵּישׁ", מִי לֹא קִדְשָׁה?

מִתְקִיף לָהּ רַב שִׁישָׁא בְרִיה דְּרַב אִידִי: מִי דְמִי? שָׂדֶה – בְּיָדוֹ לְפָדוֹתוֹ, אִשָּׁה בְּיָדָהּ לְהַתְּנָה? הָא לֹא דְמִי אֲלֵא לְאוּמַר לְחִבְרִי "שָׂדֶה זֶה שְׂמֻשְׁבְּנֵי לְךָ לְעֶשֶׂר שָׁנִים, לְכִשְׁאֶפְדָּנָה מִמֶּךָ תְּקַדֵּישׁ", מִי לֹא קִדְשָׁה?

מִתְקִיף לָהּ רַב אֲשִׁי: מִי דְמִי? הֵתֵם – קִיץ, אִשָּׁה מִי אֵית לָהּ קִיעוּתָא?

Rav Pappa objects to this comparison: Are the cases comparable? In the case of the sale of a field, the matter is clear-cut, i.e., it is evident that the field belongs absolutely to its new owner, the buyer. In contrast, in the case of a woman, is the matter clear-cut? Even though the husband has rights to his wife's handiwork, he does not own her body. Therefore, this case of a woman is comparable only to that of one person who said to another: With regard to this field that I pledged to you, when I will redeem it back from you, let it be consecrated. Here, the owner retains possession of the field itself, but another person enjoys the right to its fruit. In this case, is the field not consecrated when it is redeemed? Here too, a woman retains ownership of her body and she can consecrate her handiwork, stipulating that the consecration should take effect only after she is divorced.

Rav Sheisha, son of Rav Idi, objects to this comparison: Are the cases comparable? In the case of a field, it is in the owner's power to redeem it immediately by repaying his debt. But as for a woman, is it in her power to be divorced^N whenever she chooses? Therefore, this case is comparable only to that of one who said to another: With regard to this field that I pledged to you^H for ten years,^N when I will redeem it from you, let it be consecrated. In such a case, even though the owner cannot redeem the field for ten years, is it not consecrated once it is redeemed?

Rav Ashi objects to this comparison: Are the cases comparable? There, in the case of a field, there is a fixed^N time frame of ten years. But in the case of a woman, is there a fixed time limit, so that she can know in advance when she will be divorced and released from her husband's jurisdiction?

HALAKHA

שָׂדֶה זֶה שְׂמֻשְׁבְּנֵי לְךָ – This field that I pledged to you – If one person says to another: With regard to this field that I pledged to you, when I will redeem it from you it shall be consecrated, then it becomes consecrated when he redeems it, as he has the

capacity to redeem it. Even if the field was pledged for a fixed amount of time, he nevertheless has the power to redeem it at the end of that period (Rambam *Sefer Hafla'a, Hilkhot Arakhin VaHaramim* 6:29).

Perek XI
Daf 86 Amud b

אֲלֵא אָמַר רַב אֲשִׁי: שְׂאֵנִי קוֹנְמוֹת, דְּכִי קְדוּשַׁת הַגּוֹף דְּמִי, וְכַדְרָבָא.

Rather, Rav Ashi said that this is the reason Shmuel ruled in accordance with the opinion of Rabbi Yoḥanan ben Nuri: Although a person cannot consecrate an entity that has not yet come into the world, **konamot are different.**^N They are stringent and take effect in all cases, as their prohibited status is considered akin to inherent sanctity.^N When one person prohibits another from deriving benefit from a particular item by means of a *konam*, the forbidden item is treated as if it has inherent sanctity. It cannot be redeemed and can never become permitted. Because of its severity, a woman can forbid her handiwork to her husband by means of a *konam*, even though she is obligated to hand over the fruits of her labor to him. **And this is in accordance with the opinion of Rava.**

NOTES

Konamot are different – שְׂאֵנִי קוֹנְמוֹת: According to the Commentary on *Nedarim*, Rav Ashi maintains that the case here concerns a woman who said: Let my hands be consecrated to their Maker when I am divorced, which makes it clear that the prohibition does not take effect during the period of her marriage. The Meiri and others maintain that the answer refers to all forms of *konam*, as any woman who says that her handiwork should be *konam* to her husband has consecrated it. The Rambam indicates as well that any kind of *konam* applied by a wife to her handiwork is considered as if she had said: Let my hands be consecrated to their Maker.

Inherent sanctity – קְדוּשַׁת הַגּוֹף: When one consecrates an item, he sometimes intends for the item itself to be used in the Temple, such as when he consecrates an animal as an offering or a utensil that can be utilized in the Temple services. There is another type of consecration that relates to the value of an item, in which case the dedicated item is meant to be sold, with the proceeds going to the Temple. For example, one who dedicates money or an impure animal has dedicated them only with respect to their monetary worth.

Consecration – הקדוש: Consecration of an item upon which there was a lien abrogates the creditor's lien on it. Therefore, if a person consecrates his property, his wife cannot collect payment of her marriage contract from it, nor a creditor his debt. According to the Rambam, this *halakha* applies to all types of consecrations, but most authorities rule that it applies only to consecrations of the item itself, whereas dedications of the value of an item do not abrogate its lien (Rambam *Sefer Hafla'a, Hilkhot Arakhin* 7:14 and *Sefer Mishpatim, Hilkhot Malve VeLoveh* 18:6–7; *Shulhan Arukh, Hoshen Mishpat* 117:7).

Emancipation – שחרור: If a master designated his slave to serve as security for repayment of a loan or the fulfillment of any other financial obligation, and subsequently he freed him, the slave is free, as his manumission cancels the lien. Nevertheless, the court forces the lender to free him as well, so that people should not slander him by saying he is still a slave (Rambam *Sefer Kinyan, Hilkhot Avadim* 8:16; *Shulhan Arukh, Yoreh De'a* 267:68).

If a man's wife took a vow – נדרה אשתו: A man can nullify a vow only if he knows who took it and what it involved. Consequently, if one's wife took a vow and he thought it was his daughter who did so, or vice versa; or if he believed she had taken a vow that grapes are forbidden to her when she had actually taken a vow that figs are forbidden to her, his nullification is of no account. He may, however, nullify the vow a second time, any time during the day on which he discovers his error. If a man was told that a woman in his house took a vow, and he nullified the vow, thinking it was his wife, and he later discovered that it was his daughter who had taken the vow, or vice versa, the vow is nullified, as the Gemara will explain on the following page. If a man's wife had taken a vow and he thought it was his daughter who had done so, or if his wife took a vow that figs are forbidden to her and he thought she had said grapes, and he nullified the vow, the vow is nullified if he immediately discovered his error and restated his nullification. The *halakha* follows the opinion of Rav Ashi mentioned on 87a (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 12:21; *Shulhan Arukh, Yoreh De'a* 234:31–33).

דאמר רבא: הקדוש חמץ ושחרור
מפקיעין מידי שעבוד.

As Rava said: Consecration^h of an item to the Temple, becoming subject to the prohibition of leavened bread on Passover, and the emancipation^h of a slave abrogate any lien that exists upon them. The lien on that property does not prevent the consecration, the prohibition of leavened bread, or the emancipation of the slave from taking effect. In all three cases, the debtor loses his ownership of the liened property. The same *halakha* applies to a *konam*, whose prohibition has the severity of inherent sanctity. Even though the husband has a right to his wife's handiwork, which could be described as a lien on her hands, that lien is abrogated when she renders her handiwork forbidden to him by means of a *konam*, and therefore the vow must be nullified.

אי הכי, למה לי שפמא יגרשנה! תני:
ועוד, שפמא יגרשנה.

The Gemara asks: **If so, why do I need Rabbi Yoḥanan ben Nuri's stated reason: Perhaps he will one day divorce her?** If the woman's *konam* abrogates the husband's lien, the prohibition should take effect immediately. The Gemara answers: **Teach** that the vow takes effect right away, which is why the husband must nullify it. **And furthermore**, adds Rabbi Yoḥanan ben Nuri, even if you maintain that the Sages strengthened a husband's lien so that the vow does not take effect immediately, there is another reason to nullify the vow, as **perhaps he will one day divorce her.**ⁿ

מתני' נדרה אשתו וסבור שנדרה
בתו, נדרה בתו וסבור שנדרה אשתו,
נדרה בנזיר וסבור שנדרה בקרבן, נדרה
בקרבן וסבור שנדרה בנזיר, נדרה
מתאנים וסבור שנדרה מן הענבים,
נדרה מן הענבים וסבור שנדרה מן
התאנים – הרי זה יחזור ויפיר.

MISHNA If a man's wife took a vow^h and he thought that it was his daughter who had taken a vow, or if his daughter took a vow and he thought that it was his wife who had taken a vow, or if his wife vowed to be a nazirite and he thought that she had vowed to bring an offering, or if she vowed to bring an offering and he thought that she had vowed to be a nazirite, or if she took a vow that figs are forbidden to her and he thought that she had taken a vow that grapes are forbidden to her, or if she took a vow that grapes are forbidden to her and he thought that she had taken a vow that figs are forbidden to her, and he nullified any of these vows, in each case, when he realizes his error with regard to the vow, he must repeat the action and nullify the vow a second time.

גמ' למימרא ד'יניא אותה' דוקא
הוא?

GEMARA With regard to the mishna's ruling that if a man's wife took a vow, but he thought that it was his daughter who had taken the vow and he nullified the vow, he must nullify the vow a second time, the Gemara asks: **Is this to say that the phrase "But if her husband disallowed her [otah]" (Numbers 30:9) is precise?**ⁿ In other words, does the use of the word her, *otah*, indicate that a man can nullify a vow only for the specific woman who took it?

NOTES

Teach that the vow applies, and furthermore perhaps he will divorce her – תני: ועוד שפמא יגרשנה: It seems that most early authorities had a different version of the text here, which appears in the parallel discussion in tractate *Ketubot* (59b): The Sages strengthened the lien of a husband. Although the Ran has the version of the text printed here, he maintains that it is identical to that answer, in content if not in form. The idea is that while according to the letter of the law the *konam* should override the lien, the Sages strengthened the husband's rights. Rabbi Avraham min HaHar claims that they instituted that he should be considered like a buyer rather than simply one who enjoys a lien. Consequently, the vow does not take effect as long as she is married, but only after her divorce.

The interpretation in the Rambam's Commentary on the Mishna combines both answers. The Rambam explains that according to Rabbi Yoḥanan ben Nuri, the *konam* takes immediate effect, but since the Sages strengthened the husband's lien the vow is taken into account only after the couple's divorce.

The Ran asks: If the husband's lien cancels the *konam* temporarily, the original difficulty remains in place, i.e., how can the consecration take effect only at a later point in time? He

answers that there is a difference between the cases, as here the text is saying that the *konam* applies in essence, but it is as though the Sages temporarily prevent it from going into effect. Therefore, as soon as the husband's lien is no longer in force, the *konam* takes effect, as was supposed to happen from the moment of the vow.

In light of this passage, both the early and the later authorities here and in *Ketubot* explain the opinion of the first *tanna* in different ways. The Ramban maintains that the first *tanna* completely rejects the argument that the status of items affected by *konamot* are like items with inherent sanctity. According to the Ra'ah, the first *tanna* claims that once the Sages strengthen the husband's lien, the *konam* cannot take effect at all, not even at a later point in time. In the *Giddulei Shmuel* it is explained that since the prohibition can apply only later on, it is not classified as a matter between husband and wife at the current point in time, and therefore the husband cannot nullify this vow.

The phrase "But if her husband disallowed her" is precise – ד'יניא אותה דוקא הוא: The *Sifrei* derives this from the words "and her father holds his peace at her" (Numbers 30:5). Concerning the issue itself, the exposition of the Gemara explains why a husband who mistakenly thought his daughter took a vow when it was actually his wife who took the vow must nullify it a second time. From here the principle is derived that the husband must be aware of the precise nature of the vow he is nullifying.

The Rosh claims that the different *halakhot* are not equivalent, and it is derived that he must know the precise nature of her vow from the phrase "and he shall nullify her vow" (Numbers 30:9). The Rid contends that a special verse to teach that he must be aware of the type of prohibition and the details of the vow is not required, as, if he does not know these matters he has not nullified the vow at all. A source is required only for the *halakha* of one who confused his wife for his daughter, as this error would appear to be of no consequence, for he knows exactly which vow he is nullifying. The Gemara therefore cites a verse that teaches that he must also be aware of the identity of the woman who took the vow.