

NOTES

And there the ruling follows from the context of the verse – והכא מעניניה דקרא: The standard version of the text is difficult, as it begins by mentioning the verses in two contexts, and proceeds to explain only the verses concerning an unintentional killing. There are alternative versions of the text that do not contain this line of the Gemara, and yet other versions that explicate the verses concerning the nullification of vows as well.

Provided that your husband has no rights to it – ובלבד: It may be asked: Even if the father gives his daughter the money unconditionally, her husband does not derive benefit from his father-in-law but from his wife, and it has already been taught (48a) that an indirect gift of this type is permitted to one to whom benefit is forbidden. The author of the *Eshel Avraham* answers that this principle applies only if the initial recipient has full ownership of the gift. In this case, however, since anything acquired by a wife belongs to her husband, it is as though the father gave the money directly to his son-in-law.

Only that which you pick up – אלא מה שאת נושאת: The Ran explains that when the father uses this formulation, his daughter acquires the money only when she actually uses it, i.e., when she places the food in her mouth. Therefore, her husband does not acquire the money at all. In the Jerusalem Talmud it is similarly explained that this condition means that neither the husband nor the daughter acquires the money, as the father bestowed the gift only in this particular manner. The Ran maintains that this applies only to food, and the daughter is not permitted to receive anything not inserted directly into her mouth. Other commentaries, however, rule that she is permitted to receive any particular item for which he gave her the money (Rambam; *Tosafot*; Rashba); since the money is not entirely hers to do with as she pleases, her husband does not acquire it. The Commentary on *Nedarim* asserts that if her father gave her the money with the above mentioned stipulation, the husband may then derive benefit from it, as he did not obtain the money from his father-in-law but from his wife. Rabbi Eliezer of Metz explains similarly.

Even if he said: Do as you please – אפילו אמר מה שתרצי: The commentaries disagree with regard to this dispute between Rav and Shmuel, and their dispute has practical halakhic ramifications. Some say that according to the opinion of Rav, the first part of the father's statement: Provided that your husband has no rights to it, is entirely ineffective, as the husband certainly acquires the money. Rather, the main part of his condition is the phrase: But the gift includes only that which you pick up and place in your mouth. Shmuel maintains that the first part of the father's statement would have sufficed by itself, and anything else he adds is mere clarification. Therefore, his stipulation is effective even if he says: Do as you please.

Others explain that both Rav and Shmuel agree that the expression: Provided that your husband has no rights to it, is not enough to deprive the husband of his right to the money, but they disagree about the details of the second part of his declaration. Rav claims that by saying: Do as you please, and failing to limit her in any way, the father is seen as having given her the money as an ordinary gift, which means the husband acquires it. By contrast, Shmuel maintains that the father need not assign a particular usage to the money, as he has set it aside for her needs even if he tells her she can do with it as she pleases (Meiri).

אמר רבא: הכא מעניניה דקרא, והכא מעניניה דקרא. רבי יהודה סבר: גבי רוצח כתיב "ואשר יבא את רעהו ביער" – כל דבר מיעל ליער, וסומא נמי בר מיעל ליער הוא. ואי אמרת "בלא ראות" לרבות את הסומא – מ"יער" נפקא ליה. אלא שמע מינה: "בלא ראות" – פרט לסומא.

רבי מאיר סבר: כתיב "בבלי דעת" – כל דבר מידע, וסומא לאו בר מידע הוא. ואי אמרת "בלא ראות" פרט לסומא – מ"בלי דעת" נפקא ליה. אלא שמע מינה: "בלא ראות" לרבות את הסומא.

מתני' המדיר הנאה מחתנו והוא רוצח לתת לבתו מעות, אומר לה: הרי המעות האלו נתונן לך במתנה, ובלבד שלא יהא לבעליך רשות בהן, אלא מה שאת נושאת ונותנת בפין.

גמ' אמר רב: לא שנו אלא דאמר לה "מה שאת נושאת ונותנת בפין", אבל אמר "מה שתרצי עשי" – קנה יתהון בעל. ושמואל אומר: אפילו אמר "מה שתרצי עשי" – לא קנה יתהון בעל. מתקיף לה רבי זירא:

Rava said: There is no contradiction here, as the dispute with regard to an unintentional killing is based on divergent interpretations of the verse. Here, the ruling follows from the context of the verse, and there, the ruling follows from the context of the verse.<sup>N</sup> Rabbi Yehuda maintains that with regard to the exile of an unintentional killer it is written: "And a man who goes into the forest with his neighbor to hew wood" (Deuteronomy 19:5), which serves to include anyone who is capable of entering a forest, and a blind person is also is capable of entering a forest. And if you say that the phrase "without seeing" serves to include a blind person, this is already derived from the word "forest," as he too can enter a forest. Rather, learn from it that the phrase "without seeing" serves to exclude a blind person from the category of unintentional killers who are exiled to a city of refuge.

By contrast, Rabbi Meir maintains: It is written in that same section: "One who strikes his neighbor without knowledge" (Deuteronomy 19:4), which indicates that the *halakha* applies to anyone who is capable of knowing the precise location of the people standing about him, but a blind person is not capable of knowing this. And if you say that the phrase "without seeing" serves to exclude a blind person, this is already derived from the words "without knowledge." Rather, learn from it that the phrase "without seeing" serves to include a blind person in the *halakha* of exile, not to exclude him.

**MISHNA** With regard to one who vows that benefit from him is forbidden to his son-in-law,<sup>H</sup> but he nevertheless wishes to give his daughter, i.e., the wife of that same son-in-law, money, then, though he cannot do so directly, as anything acquired by a woman belongs to her husband, he should say to her: This money is hereby given to you as a gift, provided that your husband has no rights to it,<sup>N</sup> but the gift includes only that which you pick up<sup>N</sup> and place in your mouth.

**GEMARA** Rav said that they taught this *halakha* only in a case where he actually said to her: That which you pick up and place in your mouth is yours. But if he said: Do as you please with the money, his stipulation is of no effect, and the husband acquires the money. And Shmuel says that even if he said: Do as you please<sup>N</sup> with the money, the husband does not acquire it. Rabbi Zeira objects to this statement of Rav:

HALAKHA

One who vows that benefit from him is forbidden to his son-in-law – המדיר הנאה מחתנו: If one takes a vow that benefit from him is forbidden to his son-in-law but nevertheless wishes to give his daughter money for her own needs, he may give her the money, saying: This money is hereby given to you as a gift, provided that your husband has no rights to it, but the gift includes only that from which you benefit. She is likewise permitted to receive the money if he says: On condition that your husband has no rights to the money, but rather you can do with it as you please. If, however, he merely gives her a gift and says: On condition that your husband has no rights to it, the husband does acquire the money. Therefore, the father may

not give the money in this manner, as this would be a violation of his vow. The *halakha* is in accordance with the opinion of Shmuel, as, with regard to monetary matters, the *halakha* follows his opinion in opposition to that of Rav.

Others rule that the father may not give the money if he says: Do as you please, for the husband acquires the money, as the *halakha* is in accordance with the opinion of Rav with regard to prohibitions (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 7:17; *Shulhan Arukh*, *Yoreh De'a* 222:1; see also Rambam *Sefer Kinyan*, *Hilkhot Zekhiya UMattana* 3:14 and *Shulhan Arukh*, *Even HaEzer* 85:11).

כמאן אילא הא שמעתא דרב – פרבי מאיר, דאמר: יד אשה כיד בעלה.

In accordance with whose opinion among the *tanna'im* does Rav's *halakha* correspond? It is in accordance with the opinion of Rabbi Meir, who said as a principle that **the hand of a woman is like the hand of her husband**.<sup>14</sup> According to Rabbi Meir, a slave has no independent right of acquisition, and anything given to a slave belongs to his master even if it was stipulated otherwise (see *Kiddushin* 23b). Rav assumes that similarly, a married woman has no independent right of acquisition, but rather, anything that she attempts to acquire for herself is automatically acquired by her husband.

ורמינהו: כיצד משתתפין במבוי? מנח את החבית, ואומר: הרי זה לכל בני מבוי. ומזכה להן על ידי עבדו ושפחתו העברים, ועל ידי בנו ובתו הגדולים, ועל ידי אשתו.

Rabbi Zeira continues: **And raise a contradiction** from an unattributed mishna (*Eiruv* 73b), which presumably follows the opinion of Rabbi Meir: **How does one merge** the courtyards that open into an alleyway<sup>NHB</sup> in order to permit its residents to carry on Shabbat from one courtyard to another in the same alley, if a person wishes to act on behalf of all the residents of the alleyway? **He places a barrel filled with his own food or wine and says: This is for all the residents of the alleyway.** For this gift to be acquired by the others, someone must accept it on their behalf, **and the *tanna* therefore teaches that he may transfer possession to them even by means of his Hebrew slave or maidservant, whom he does not own, and likewise by means of his adult son or daughter, and similarly by means of his wife.** These people may acquire the *eiruv* food on behalf of all the residents of the alleyway.

ואי אמרת קנה יתהון בעלה – עירוב לא נפיק מרשותיה דבעל!

Rabbi Zeira states the contradiction: **And if you say that a woman's husband acquires anything given to her, the *eiruv* food has consequently not left the husband's domain** when he gives it to his wife, for anything she acquires belongs to him. Rather, it can be seen from here that Rabbi Meir does not extend his principle from a slave to a married woman, in opposition of the ruling of Rav.

אמר רבא: אף על גב דאמר רבי מאיר יד אשה כיד בעלה – מודה רבי מאיר לענין שיתוף, דכיון דלזכות לאחרים הוא מיד בעלה – זכיא.

Rava said in response: **Even though Rabbi Meir said that in general the hand of a woman is like the hand of her husband, in accordance with the ruling of Rav, Rabbi Meir nevertheless concedes with regard to the merging of alleyways that since it is her aim to acquire the *eiruv* food for others<sup>N</sup> from the hand of her husband, and not to acquire it for herself, she can acquire it from him for this purpose.**

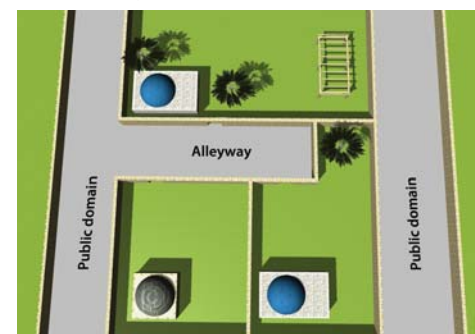
HALAKHA

The hand of a woman is like the hand of her husband – יד אשה כיד בעלה: Any gift a wife receives belongs to her husband. However, he acquires only the right to benefit from the item but not the item itself (Rambam *Sefer Kinyan, Hilkhot Zekhiya UMattana* 3:12; *Shulhan Arukh, Even HaEzer* 85:11).

How does one merge courtyards that open into an alleyway, etc. – כיצד משתתפין במבוי וכו': One who wishes to make a merging of the alleyway must bring a barrel that contains enough food for eighteen meals and confer possession of it upon all the residents of the courtyards leading to the alleyway. He can transfer possession to them by means of his adult son or daughter, or his Hebrew servant or maidservant, or his wife, and she need not own a house in that alleyway (Rambam *Sefer Zemanim, Hilkhot Eiruv* 1:20; *Shulhan Arukh, Orah Hayyim* 366:10).

BACKGROUND

Alleyway – מבוי:



Alleyway and courtyards

NOTES

Who said that the hand of a woman – דאמר יד אשה: Rabbi Meir does not explicitly state in a mishna that a wife's hand is like the hand of her husband, as he spoke only with regard to a slave (see *Kiddushin* 23b), that the hand of a slave is like the hand of his master. In other words, a slave cannot acquire anything for himself but only on behalf of his master. Rav, however, maintains that Rabbi Meir does not differentiate between a slave and a man's wife; after her marriage a woman can no longer acquire anything for herself, as anything she acquires belongs to her husband. Accordingly, the contradiction raised from the mishna in *Eiruv* proves that this is an incorrect interpretation of Rabbi Meir's opinion, for notwithstanding his views with regard to a slave, he too agrees that a wife can acquire an item on her own behalf (*Tosafot*).

How does one merge the courtyards that open into an alleyway – כיצד משתתפין במבוי: By Torah law, one may freely carry on Shabbat in any area apart from the public domain. The Sages, however, decreed that if a private domain is shared by different owners they must make an *eiruv* to enable them

to carry there. One type of *eiruv* is formed when the residents of various houses that share a courtyard, or who have separate apartments in the same building, each provide some food. Their food is subsequently mixed together, thereby forging the separate residents into a kind of single household. This is called a joining of courtyards.

A merging of alleyways is similar, but it is the residents of the homes in several courtyards sharing a common alleyway who combine their food. All its members are permitted to carry in the alleyway once the food has been placed in one of its courtyards. Since the residents who share the common alleyway are sometimes negligent in preparing their merger, the Sages said that one person can make a merger on behalf of all the members. He achieves this by placing a barrel that contains wine, dried figs, or any other food, and transferring possession of part of it to the other residents of the alleyway. It is therefore considered as though each of them had donated his share, and they are thereby all considered partners in the *eiruv* food.

This conferring of possession on the residents sharing a

common alleyway can be performed by each member giving his share, but it can also be done by means of a third party. The discussion here concerns the identity of those who can serve as agents to acquire on behalf of the residents. The principle is that any adult who has the power to acquire for himself can likewise acquire on behalf of others.

That since it is her aim to acquire for others – דכיון דלזכות – לאחרים הוא: The Rosh and *Tosafot* explain that since the husband's intention is that his wife acquire the *eiruv* food for others, he has certainly removed himself from any rights to it, and therefore possession does not transfer back from the wife to her husband. The Ran states that it is as though he has given his wife a gift, and everyone agrees that a wife gains full ownership over something she receives as a gift from her husband. Rabbi Eliezer of Metz infers from the convoluted wording of this sentence that this *halakha* does not stem from the *halakhot* of acquisitions. Rather, as an *eiruv* is entirely a rabbinic requirement, the Sages instituted that one may confer possession on others by means of his wife.

NOTES

But every vow of a widow and of her that is divorced – וְגַדְוָה וְגַדְוָה: Most commentaries understand that according to the Sages this verse refers to the specific case of this mishna, where the woman remarried. It would be unnecessary for the verse to state that the vows of an ordinary widow or divorcee apply to her, for who could possibly nullify them? Rather, the verse must be referring to a woman who married soon after her vow, and the novelty is that even in that case her vows cannot be nullified. Others, however, claim that the mishna does not mean the verse should be interpreted in this manner at all but is stating a separate halakha, which is derived not from the verse but from the basic principles of the halakhot of vows. The mishna cites the verse for stylistic purposes alone (Ritva; Rabbi Natan bar Yosef). It has been pointed out that a similar explanation is implied by Tosafot in Ketubot 49a.

HALAKHA

If she said, I am hereby a nazirite after thirty days – אָמְרָה הָרִינִי נְזִירָה לְאַחַר שְׁלֹשִׁים יוֹם: If an adult woman takes a vow that will go into effect in thirty days, even if she marries within this period her new husband cannot nullify the vow (Rambam Sefer Hafla'a, Hilkhhot Nedarim 13:16; Shulhan Arukh, Yoreh De'a 234:35).

אִיתִיבִיחַ רַבִּינָא לְרַב אֲשִׁי: אֵלּוּ שְׂוָבִין לָהֶן – [עַל יְדֵי] בְּנֵי וּבָתֵּי הַגְּדוּלִים, וְעַבְדֵּי וְשִׁפְחֹתוֹ הָעֵבְרִים. וְאֵלּוּ שְׂאִין זְכִין לָהֶן – עַל יְדֵי בְּנֵי וּבָתֵּי הַקְּטַנִּים, וְעַבְדֵּי וְשִׁפְחֹתוֹ הַכְּנַעֲנִים, וְאִשְׁתּוֹ!

אֵלּוּ אָמַר רַב אֲשִׁי: מִתְּנִיתִן בְּשֵׁישׁ לָהּ חֶצֶר בְּאוֹתוֹ מִבּוֹי עֶסְקִינָן, דְּמַגּוּ דְזִבְיָא לְנַפְשָׁהּ – זְכִיָּא לְאַחֲרֵינֵי.

מִתְּנִי "וְגַדְוָה וְגַדְוָה... יְקוּם עֲלֶיהָ" כִּיצַד? אָמְרָה "הָרִינִי נְזִירָה לְאַחַר שְׁלֹשִׁים יוֹם" אִף עַל פִּי שְׁנֵישֵׁאת בְּתוֹךְ שְׁלֹשִׁים יוֹם – אֵינִי יְכוֹל לְהַפֵּר.

Ravina raised an objection to Rav Ashi from the following baraita: These are the people who can acquire eiruv food on behalf of others: The eiruv food can be acquired by means of his adult son or daughter, and by means of his Hebrew slave or maidservant. And these are the people who cannot acquire an eiruv on behalf of others: The eiruv food cannot be acquired by means of his minor son or daughter, or by means of his Canaanite slave or maidservant, or by means of his wife. This indicates that a married woman does not have an independent right of acquisition to acquire the eiruv food on behalf of others, in opposition to the ruling of the mishna.

Rather, Rav Ashi said: In the mishna in Eiruv, we are dealing with a woman who possesses a courtyard of her own in that alleyway, i.e., it is a case where the husband had earlier stipulated that she should have property of her own, to which he renounces all his rights. As, since she acquires the eiruv food for herself by virtue of the courtyard that she owns in that alleyway, she likewise acquires it for others.

**MISHNA** The Torah states: "But every vow of a widow, and of her that is divorced,<sup>n</sup> with which she has bound her soul, shall stand against her" (Numbers 30:10). How so? If a widow or divorced woman said: I am hereby a nazirite after thirty days,<sup>h</sup> then even if she was married within thirty days, her new husband cannot nullify her vow.

Perek XI  
Daf 89 Amud a

HALAKHA

If she took a vow while under the jurisdiction of her husband – נְזִירָה וְהִיא בְּרִשׁוֹת הַבַּעַל – מִפֶּר לָהּ. כִּיצַד? אָמְרָה "הָרִינִי נְזִירָה לְאַחַר שְׁלֹשִׁים יוֹם" אִף עַל פִּי שְׁנֵישֵׁאת לְמִנְהָ אוֹ נִתְגַּדְוָה בְּתוֹךְ שְׁלֹשִׁים יוֹם – הָרִי זֶה מוֹפֵר. נְזִירָה בּו בְּיוֹם, וְנִתְגַּדְוָה בּו בְּיוֹם, הַחֲזִירָה בּו בְּיוֹם – אֵינִי יְכוֹל לְהַפֵּר. זֶה הַכֹּל: כָּל שִׁנְיָאָה לְרִשׁוֹת עֲצֻמָּה שְׂעָה אַחַת – אֵינִי יְכוֹל לְהַפֵּר.

If she took a vow on that day – נְזִירָה בּו בְּיוֹם: If a married woman took a vow and her husband did not nullify it but divorced and remarried her on that same day, he can no longer nullify her vow, as she had come under her own jurisdiction after taking her vow (Rambam Sefer Hafla'a, Hilkhhot Nedarim 11:12; Shulhan Arukh, Yoreh De'a 234:14).

I am hereby a nazirite for when I will get married – הָרִינִי נְזִירָה לְכִשְׂאֻנְשָׁא: If an adult woman, or a widow or a divorcee, took a vow, stating: Wine will be forbidden to me when I will get married, wine is forbidden to her upon her marriage, and her husband cannot nullify her vow, as the halakha follows the opinion of Rabbi Akiva when he disagrees with a single colleague (Rambam Sefer Hafla'a, Hilkhhot Nedarim 13:18; Shulhan Arukh, Yoreh De'a 234:35).

I am hereby a nazirite for when I will get divorced – הָרִינִי נְזִירָה לְכִשְׂאֻנְגְרָשׁ: If a woman takes a vow, stating: Meat will be forbidden to me when I will get divorced, her husband can nullify her vow, and then meat is permitted to her even after her divorce, in accordance with the opinion of Rabbi Akiva (Rambam Sefer Hafla'a, Hilkhhot Nedarim 13:18; Shulhan Arukh, Yoreh De'a 234:34).

נְזִירָה וְהִיא בְּרִשׁוֹת הַבַּעַל – מִפֶּר לָהּ. כִּיצַד? אָמְרָה "הָרִינִי נְזִירָה לְאַחַר שְׁלֹשִׁים יוֹם" אִף עַל פִּי שְׁנֵישֵׁאת לְמִנְהָ אוֹ נִתְגַּדְוָה בְּתוֹךְ שְׁלֹשִׁים יוֹם – הָרִי זֶה מוֹפֵר. נְזִירָה בּו בְּיוֹם, וְנִתְגַּדְוָה בּו בְּיוֹם, הַחֲזִירָה בּו בְּיוֹם – אֵינִי יְכוֹל לְהַפֵּר. זֶה הַכֹּל: כָּל שִׁנְיָאָה לְרִשׁוֹת עֲצֻמָּה שְׂעָה אַחַת – אֵינִי יְכוֹל לְהַפֵּר.

גַּמ' תְּנִיָּא: אֵלּוּ מִנְהָ וְגַדְוָה שְׂאֻמָּה הָרִינִי נְזִירָה לְכִשְׂאֻנְשָׁא וְנִשְׂאָת, רַבִּי יִשְׁמַעֵאל אוֹמֵר: יִפֵּר, וְרַבִּי עֲקִיבָא אוֹמֵר: לֹא יִפֵּר. וְסִימְנָא יִלְלִי. אִשְׁתּוֹ אִישׁ שְׂאֻמָּה "הָרִינִי נְזִירָה לְכִשְׂאֻנְגְרָשׁ" וְנִתְגַּדְוָה, רַבִּי יִשְׁמַעֵאל אוֹמֵר: לֹא יִפֵּר, וְרַבִּי עֲקִיבָא אוֹמֵר: יִפֵּר.

If she took a vow while she was under the jurisdiction of her husband,<sup>h</sup> he can nullify the vow for her. How so? If she said when she was still married: I am hereby a nazirite for after thirty days, and her husband nullified the vow, then even if she was widowed or divorced within the thirty-day period, the vow is nullified. If she took a vow on that, i.e., one, day<sup>h</sup> and was divorced on that same day, then even if her husband took her back as his wife on that same day, he cannot nullify her previous vows. This is the principle: Once she has left and gone into her own jurisdiction for even a single hour, then after they are remarried her husband can no longer nullify any vow she uttered during their first marriage.

**GEMARA** It is taught in a baraita: With regard to a widow or a divorcee who said: I am hereby a nazirite for when I will get married,<sup>h</sup> and she was married, Rabbi Yishmael says her husband can nullify her vow, whereas Rabbi Akiva says he cannot nullify it. And the mnemonic device<sup>b</sup> for the opinions of Rabbi Yishmael and Rabbi Akiva with regard to this halakha and the following one is the Hebrew acronym yod, lamed, lamed, yod: Yafer, lo yafer; lo yafer, yafer, i.e., he can nullify, he cannot nullify; he cannot nullify, he can nullify. As for a married woman who said while she was married: I am hereby a nazirite for when I will get divorced,<sup>h</sup> and she was divorced, Rabbi Yishmael says her husband cannot nullify her vow, whereas Rabbi Akiva says he can nullify it.

BACKGROUND

The mnemonic device – סִימְנָא: Because the Talmud was studied to help individuals remember a series of items in the order in orally for many generations, mnemonic devices were employed which they were taught.