

וְשָׂרְקִיָּה טִינָא, וְאַתְיִיָּה לְקַמֵּיהּ דְּרַב
חֲסִדָּא. אָמַר רַבָּא: מֵאַן תְּכִימִים לְמִיעֵבַד
כִּי הָא מִלְּתָא – אִי לָאו דְּרַב אֲחָא בְּר
רַב הוּנָא, דְּגַבְרָא רַבָּה הוּא. דְּקָסְבֵּר: דְּכִי
הֵיכִי דְּפִלְגִי רַבְנָן וְרַבֵּי נָתַן בְּהַפְרָה – הֵכִי
נִמְי פְּלִיגִי בְּשִׂאֲלָה.

וְרַב פַּפִּי אָמַר: מִחְלוּקַת בְּהַפְרָה, דְּרַבֵּי
נָתַן סָבֵר: אִין הִבְעֵל מִיפְר אֲלָא אִם כֵּן
חַל נָדָר, דְּכִתִּיב "וְחִפְרָה הַלְבָנָה". וְרַבְנָן
סָבְרִי: בִּיעַל מִיפְר אֶף עַל פִּי שְׂלֵא חַל
נָדָר, דְּכִתִּיב "מִפְר מִחֻשְׁבוֹת עֲרוּמִים".

אֲבָל בְּשִׂאֲלָה – דְּבִרֵי הַבַּל אִין חָסֵם
מִתִּיר כְּלוּם אֲלָא אִם כֵּן חַל נָדָר. דְּכִתִּיב
"לֹא יַחַל דְּבָרוֹ".

And Rav Aḥa bar Rav Huna then smeared him with clay^N to protect him from the elements, as it was now prohibited for him to benefit from the world by wearing clothes. And he then brought him before Rav Hisda, to dissolve his vow. Rava said: Who is wise enough to act in this manner, if not Rav Aḥa bar Rav Huna,^P who is a great man? As he holds that just as the Rabbis and Rabbi Natan disagree^N with regard to nullification, whether it is possible to nullify a vow that has yet to take effect, so too, they disagree with regard to a request made to a halakhic authority to dissolve a vow, whether it is possible to request dissolution of such a vow. Rav Aḥa bar Rav Huna's plan was to have the vow go into effect, so that the man could request that it be dissolved.

And Rav Pappi said with regard to this issue: The dispute between Rabbi Natan and the Rabbis is with regard to nullification only, as Rabbi Natan holds that a husband can nullify a vow only once the vow has taken effect, as it is written: "And the moon shall be confounded [*hafera*]" (Isaiah 24:23).^N He employs this phrase as an allusion, interpreting the word *hafera* as if it were *hafara*, nullification, and concludes from here that only a vow that already exists, like the moon, can be nullified. And the Rabbis hold that a husband can nullify^H a vow even though the vow has not yet taken effect, as it is written: "He nullifies the thoughts of the crafty" (Job 5:12), implying that nullification pertains even to thoughts, to prevent them from going into effect.

But with regard to a request made to a halakhic authority to dissolve a vow, everyone, both Rabbi Natan and the Rabbis, agrees that a halakhic authority cannot dissolve anything^H unless the vow has already taken effect, as it is written: "He shall not profane^N his word" (Numbers 30:3), which indicates that the person himself who took the vow cannot profane his words and dissolve his vow, but a halakhic authority may do so. This, however, applies only if the vow has already gone into effect, as it says: "His word."

PERSONALITIES

Rav Aḥa bar Rav Huna – רַב אֲחָא בְּר רַב הוּנָא: Rav Aḥa bar Rav Huna was a fourth-generation Babylonian *amora*. He was a disciple of Rav Sheshet and Rabba, and his peers include Abaye and Rava. In the Talmud he transmits his statements citing his masters, mostly third-generation *amora'im*, as well as in his own name. Apparently he was not the son of the famous Rav Huna, the disciple of Rav; his father was a different Sage of the same name. We know very little about his life, but we do know that his son Rava was also a Torah scholar.

HALAKHA

A husband can nullify – בִּיעַל מִיפְר: A husband can nullify his wife's vows even before they have gone into effect, in accordance with the opinion of the Rabbis (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 12:12; *Shulḥan Arukh*, *Yoreh De'a* 234:12, 69).

A halakhic authority cannot dissolve anything – אִין חָסֵם מִתִּיר כְּלוּם: A halakhic authority can dissolve only a vow that has already taken effect, as stated by Rav Pappi (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 6:14; *Shulḥan Arukh*, *Yoreh De'a* 228:17).

NOTES

And Rav Aḥa bar Rav Huna smeared him with clay – וְשָׂרְקִיָּה וְטִינָא: The early authorities offer various explanations as to why Rav Aḥa bar Rav Huna smeared him with clay. Most commentators maintain that by getting married, the one who took the vow had all benefit from the world forbidden, including wearing clothes. Rav Aḥa bar Rav Huna therefore instructed the man to remove all his items of clothing, but covered his private parts with clay so that he would not be completely naked (*Tosafot*; *Rosh*; *Ritva*; *Rabbi Avraham min HaHar*; *Meiri*). The Commentary on *Nedarim* explains that Rav Aḥa bar Rav Huna covered the man's face with clay to prevent Rav Hisda from recognizing him, as Rav Aḥa bar Rav Huna was concerned that Rav Hisda might not dissolve the vow if he knew who was standing before him, because that man had taken a vow to fulfill a mitzva and not fulfilled it. These are vows that one should be encouraged to fulfill (see 22a).

The Ran contends that Rav Aḥa bar Rav Huna muddled the man's clothes so that he would become aware of his immediate need to derive benefit from others. Alternatively, he did so in order to make the man suffer, as the Sages would certainly not refrain from nullifying his vow upon seeing him suffering (Rabbi Avraham min HaHar).

As he holds that just as...disagree – דְּקָסְבֵּר דְּכִי הֵיכִי דְּפִלְגִי: The incident involving Rav Aḥa together with Rava's comments

indicate that the *halakha* is in accordance with the opinion of Rabbi Natan. However, the early authorities note that this offers no conclusive proof, as it is reasonable to say that Rav Aḥa maintains that the *tanna'im* also disagree about a request made to a halakhic authority to dissolve a vow. He wanted to ensure that there would be no dispute with regard to this case, as everyone agrees that the vow can be dissolved once it has gone into effect (*Ritva*; *Ran*; *Rid*).

As it is written, And the moon shall be confounded – דְּכִתִּיב וְחִפְרָה הַלְבָנָה: The early authorities struggle to explain this strange proof (see *Tosefot Rabbeinu Peretz*, citing Rabbi Eliezer of Metz). *Tosafot* and the *Ritva* reject this version of the text in favor of the more straightforward citation: "And he shall nullify her vow that is upon her" (Numbers 30:9). Others argue that this is not a proof text at all but a kind of mnemonic, which they explain in a manner similar to the first interpretation in the Commentary on *Nedarim*, which says that *hafera*, "shall be confounded," is like *hafara*, nullification, while *halevana*, "the moon," can be read by means of the common interchange of the letters *het* and *heh* as *hal bana*, meaning it applies or she has built. In other words, nullification is possible only once what she has built has gone into effect (*Tosafot*). This accords with Rabbi Natan's own statement (22a) that one who takes a vow is considered as if he built a personal altar outside the Temple,

which is prohibited, and one who fulfills this vow is considered as if he sacrifices an offering on it.

According to the second explanation in the Commentary on *Nedarim*, the proof is from the verse in full: "And the moon shall be confounded, and the sun ashamed, for the Lord of hosts will reign in Mount Zion and in Jerusalem" (Isaiah 24:23). That is to say, the moon shall be confounded, i.e., nullified, only after God fulfills His vow and reigns over Israel. This indicates that a vow can be nullified only after it has taken effect. This is also the explanation of *Tosefot Rabbeinu Peretz*, which further suggests that just as the moon is in existence, so nullification can apply only to something that already exists.

As it is written, He shall not profane – דְּכִתִּיב לֹא יַחַל: One suggestion is that the phrase "He shall not profane [*yahel*]" indicates that the vow has already gone into effect [*hal*]. The *Hatam Sofer* explains that *yahel* can be understood as referring to the removal of something from its application, just as *lesharesh*, to take root, can take the opposite meaning of uprooting, and so too, other verbs as well. The *Rosh* maintains that the proof is from the continuation of the verse: "In accordance with all that comes out of his mouth he shall do," which indicates that it is only after the vow has been put into practice that a halakhic authority can "profane" the vow and permit that which it rendered forbidden.

The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and deriving benefit from he who I will request dissolution for the vow is also *konam* for me – *קונם שאיני נהנה לפלוני ולמי שאשאל עליו*: If one took an oath or vow not to derive benefit from a certain person or from the halakhic authority from whom he would request dissolution of the vow, he must request dissolution with regard to the first vow and only afterward address the second, as stated in the *baraita* (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 6:15; *Shulhan Arukh, Yoreh De'a* 229:9).

The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and I am hereby a nazirite – *קונם שאיני נהנה לפלוני הריני נזיר*: If one took an oath that he would not derive benefit from a particular person and that he accepts naziriteship upon himself if he were to dissolve that oath, and he wishes to request dissolution, he must first request dissolution with regard to his oath and afterward with regard to his naziriteship (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 6:16; *Shulhan Arukh, Yoreh De'a* 229:9).

NOTES

In the name of Rav Pappi – *משמיה דרב פפי*: In order to avoid a contradiction between the two statements of Rav Pappi in this discussion, many early authorities adjust the wording of the Gemara so that one of the two statements is attributed to Rav Pappa.

לימא מסייע ליה: "קונם שאיני נהנה לפלוני ולמי שאשאל עליו" – נשא על הראשון, ואחר כך נשא על השני. ואי אמרת נשא אף על פי שלא חל נדר, אי בעי – על האי ניתשל ברישא, אי בעי – על האי ניתשל ברישא!

ומי ידע אי האי קמא אי האי בתרא?

אלא. לימא מסייע ליה: "קונם שאיני נהנה לפלוני, הריני נזיר לכתשאשאל עליו" – נשא על נדרו, ואחר כך נשא על נזרו.

ואי אמרת נשא אף על פי שלא חל נדר, אי בעי – על נדרו איתשל ברישא, אי בעי – על נזרו איתשל ברישא! רבי נתן היא.

אמר רבינא, אמר לי מרימר, הכי אמר אבוד משמיה דרב פפי: מחלוקת בהפדה, אבל בשאלה – דברי הכל מפר, ואף על פי שלא חל נדר, דכתיב "לא יחל דברו".

The Gemara suggests: **Let us say that the following *baraita* supports Rav Pappi's opinion:** If one says: The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and deriving benefit from he who I will request dissolution for the vow is also *konam* for me,^h then, if he desires to dissolve the vows he must first request dissolution with regard to the first vow, and afterward he can request dissolution with regard to the second. And if you say that one can request dissolution of a vow even though the vow has not yet taken effect, why must he request dissolution of his two vows in the above order? If he so wishes, he can first request dissolution with regard to this vow, and if he wishes, he can first request dissolution with regard to that one.

The Gemara refutes this argument: **And does he know if this vow is first or if that vow is last?** The *baraita* does not specify which vow is first and which is last. Perhaps first and last is referring not to the order in which the two vows were taken, but rather to the order in which they are dissolved, so that if he so wishes, he can first request dissolution of the vow not to derive benefit from the halakhic authority from whom he will request dissolution of his vow.

Rather, let us say that a different *baraita* supports Rav Pappi's opinion: If one says: The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and I am hereby a nazirite^h for when I will request dissolution of this vow, if he desires to dissolve the vows he must first request dissolution with regard to his vow not to derive benefit from a particular person, and afterward he can request dissolution with regard to his vow of naziriteship that he accepted upon himself should he request dissolution of his first vow.

And if you say that one can request dissolution of a vow even though the vow has not yet taken effect, why must the two vows be dissolved in that order? If he so wishes, he can first request dissolution with regard to his vow not to derive benefit from that other person, and if he wishes, he can first request dissolution with regard to his vow of naziriteship. The Gemara rejects this argument: This is no proof, as it is possible that the *baraita* is taught in accordance with the opinion of Rabbi Natan, who maintains that a vow can be nullified only after it has gone into effect. The Rabbis, however, dispute this view.

Ravina said: Mareimar said to me: This is what your father said in the name of Rav Pappi:ⁿ The dispute between Rabbi Natan and the Rabbis is with regard to nullification only, as Rabbi Natan holds that a husband can nullify a vow only once the vow has taken effect, whereas the Rabbis hold that a husband can nullify a vow even though the vow has not yet taken effect. But with regard to a request made to a halakhic authority to dissolve a vow, everyone, both Rabbi Natan and the Rabbis, agrees, that he can dissolve the vow even though the vow has not yet taken effect. As it is written: "He shall not profane his word" (Numbers 30:3), which Ravina expounds as follows:

למימרא דלא הוה ביה מעשה.

That is to say that there was not yetⁿ any action but only speech, and even so the halakhic authority can dissolve the vow.

NOTES

למימרא דלא הוה – This obscure sentence has been explained in several ways. According to *Tosafot*, it is a continuation of the previous statement, as the verse "he shall not profane his word" indicates that although he merely spoke and performed no action, a halakhic authority can nevertheless dissolve his vow. The Commentary on *Nedarim* explains that this refers back to the incident involving Rav Aha bar Rav Huna and the man who took the vow not to marry until

he had learned Torah, which implied that a vow can be permitted only after it goes into effect. Accordingly, the Gemara states that Rav Hisda could in fact have permitted the vow at an earlier stage. The *Shita Mekubbetzet* also explains that the Gemara is referring to the story of Rav Aha bar Rav Huna, and the Gemara is suggesting that the incident never occurred, and therefore it cannot serve as proof. The various explanations are supported by alternative versions of the text.

מיתבי: "קונם שאיני נהנה לפלוני ולמי שגשאל עליו" – נשאל על הראשון, ואחר כך נשאל על השני. אמאי? אי ביעי – על האי ניתשיל ברישא, ואי ביעי – על האי ניתשיל ברישא!

The Gemara raises an objection against this version of the tannaitic dispute from the aforementioned *baraita*: If one says: The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and deriving benefit from he who I will request dissolution for the vow is also *konam* for me, if he desires to dissolve the vows he must first request dissolution with regard to the first vow, and afterward he can request dissolution with regard to the second. But according to what was stated above, that all agree that a vow can be dissolved even before it has taken effect, why is this so? If he so wishes, he can first request dissolution with regard to this vow, and if he wishes, he can first request dissolution with regard to that one.

מי יודע הי ראשון והי שני?

The Gemara answers: Does he know which vow is first and which is the second? The wording of the *baraita* is not at all clear on this point. Perhaps, if he so wishes, he can first request dissolution of the vow not to derive benefit from the halakhic authority from whom he will request dissolution of his vow.

מיתבי: "קונם שאיני נהנה והריני נזיר לבשאל עליו" – נשאל על נדרו, ואחר כך נשאל על נזרו. ואמאי? אי ביעי – על נדרו ניתשיל ברישא, ואי ביעי – על נזרו ניתשיל ברישא! תיובתא.

The Gemara raises a further objection from the second *baraita* cited above: If one says: The property of so-and-so is *konam* for me, and for that reason I will not benefit from it, and I am hereby a nazirite for when I will request dissolution of this vow, if he desires to dissolve the vows he must first request dissolution with regard to his vow that rendered benefit from a particular person forbidden, and afterward he can request dissolution with regard to his vow of naziriteship that he accepted upon himself should he request dissolution of his first vow. But why must he proceed in this manner? If he so wishes he can first request dissolution with regard to his vow not to derive benefit from that other person, and if he wishes he can first request dissolution with regard to his vow of naziriteship. The fact that the *baraita* does not say this indicates that a vow can be dissolved only once it has gone into effect. The Gemara concludes: Here is a **conclusive refutation**^N of this version of the dispute between Rabbi Natan and the Rabbis.

מתני' בראשונה היו אומרים: שלש נשים יוצאות ונותלות בתובה: האומרת "טמאה אני לך", "שמים ביני לבינך" ו"נטולה אני מן היהודים".

MISHNA Initially the Sages would say that three women are divorced even against their husbands' will, and nevertheless they receive payment of what is due to them according to their marriage contract. The first is the wife of a priest who says to her husband: I am defiled to you, i.e., she claims that she had been raped, so that she is now forbidden to her husband. The second is a woman who says to her husband: Heaven is between me and you,^N i.e., she declares that he is impotent, a claim she cannot prove, as the truth of it is known only to God. And the third is a woman who takes a vow, stating: I am removed from the Jews,^N i.e., benefit from sexual intercourse with any Jew, including my husband, is forbidden to me.

NOTES

A conclusive refutation – תיובתא: Here the answer cannot be that the *baraita* follows the opinion of Rabbi Natan, as according to this version of the dispute everyone agrees that a vow can be dissolved before it goes into effect. This *baraita* proves that there is at least one *tanna* who maintains that a vow can be dissolved only after it has taken effect.

Heaven is between me and you – שמים ביני לבינך: She is claiming that his semen is not emitted with force, and therefore he cannot father children. This is the interpretation of the Gemara accepted by most commentaries. According to this opinion, she must add that she wants a child who will support her when she grows old, or else her claim has no validity, as a woman is not obligated to bear children. By contrast, in the Jerusalem Talmud it is understood that she is saying her husband is as far from his wife as the distance between heaven and earth; he does not engage in sexual intercourse with her at all.

נטולה אני מן היהודים – I am removed from the Jews: Some commentaries explain that according to the initial ruling cited by the mishna, the husband must divorce his wife. Since he cannot nullify that aspect of the vow that relates to others, he cannot nullify even the aspect of the vow that relates to him (Meiri). Alternatively, because he can divorce her, the vow is not considered as a matter between him and her (Rosh), and since he too is forbidden to her by the vow, he is obliged to grant her a divorce.

The early authorities ask: Since she brought about the prohibition through her vow, why is she entitled to receive payment of her marriage contract even if he must divorce her? They answer in accordance with the explanation of Rashi in *Ketubot* (112a), that it is clear from her vow, which relates to all Jews, that sexual intercourse is painful for her, and therefore she is considered to be acting under duress. The *Shita Mekubbetzet*, however, maintains that she is granted a divorce due to her vow, but she is not entitled to receive payment of her marriage contract. As for the statement: And they receive payment of their marriage contract, it refers only to the first two cases mentioned in the mishna.

I am defiled to you – טְמֵאָה אֲנִי לְךָ: If the wife of a priest said to her husband: I was raped, or: I unwittingly engaged in sexual intercourse with another man and I am therefore forbidden to you, he need not take heed of her claim, as she might have cast her eye on another man, in accordance with the second, ultimate version of the mishna. If he believes her or was informed by someone he trusts that this was the case, he must divorce her and give her payment of the marriage contract (Rambam *Sefer Nashim, Hilkhot Ishut* 24:23 and *Sefer Kedusha, Hilkhot Issurei Bia* 18:8; *Shulhan Arukh, Even HaEzer* 115:6).

Heaven is between me and you – הַשָּׁמַיִם בֵּינִי לְבֵינְךָ: If a woman appears before a court claiming that her husband is unable to engage in sexual intercourse with her in a manner that can lead to conception, or that his semen is not emitted with force, the judges should help her arrive at an arrangement with her husband by telling her that she should stay with him until they have been together ten years. If she is not placated by this, she is not forced to remain with him, as stated in the ultimate version of the mishna (Rambam *Sefer Kedusha, Hilkhot Ishut* 15:15; *Shulhan Arukh, Even HaEzer* 154:6).

I am removed from the Jews – נִטּוּלָה אֲנִי מִן הַיְהוּדִים: If a married woman took a vow that benefit from sexual intercourse with any Jew is forbidden to her, the husband must nullify the aspect of the vow that is relevant to him so that she may engage in sexual intercourse with him. If later she is widowed or divorced, it is prohibited for her to engage in sexual intercourse with anyone, including her ex-husband (*Taz*), in accordance with the ultimate version of the mishna (Rambam *Sefer Hafid'a, Hilkhot Nedarim* 12:3; *Shulhan Arukh, Yoreh De'a* 234:68).

What is the halakha with regard to whether she may partake of teruma – מַהוּ שְׂתֹאכַל בְּתְרוּמָה: If the wife of a priest says to her husband: I am defiled to you, she is permitted to him but it is nevertheless prohibited for her to partake of *teruma* (Rambam *Sefer Zera'im, Hilkhot Terumat* 8:15).

BACKGROUND

What is the halakha with regard to whether she may partake of teruma – מַהוּ שְׂתֹאכַל בְּתְרוּמָה: By Torah law, non-priests are not permitted to partake of *teruma*. Nevertheless, in certain cases relatives or dependents of priests may partake of *teruma* although they themselves are not priests. Accordingly, an adult male priest confers the right to partake of *teruma* on his wife, slaves, and animals. Even if the widow of a priest is not the daughter of a priest, it is permitted for her to partake of *teruma* if she has children or grandchildren from her deceased husband. The surviving descendants of a priest enable not only their mother but also the slaves she inherited to continue partaking of *teruma*.

חָזְרוּ לומר, שְׁלֹא תִהְיֶה אִשָּׁה נֹתֶנֶת עֵינֶיהָ בְּאַחֵר וּמְקַלְקֶלֶת עַל בַּעְלָהּ, הָאוֹמֶרֶת "טְמֵאָה אֲנִי לְךָ" – תִּבְיֵא רֵאִיָּה לְדַבְרֶיהָ, "הַשָּׁמַיִם בֵּינִי לְבֵינְךָ" – יַעֲשׂוּ דָרֶךְ בְּקִשָּׁה, וְנִטּוּלָה אֲנִי מִן הַיְהוּדִים" – יִפְרֹ לְחַלְקוֹ וְתִהְיֶה מְשֻׁמְשֵׁתוֹ, וְתִהְיֶה נִטּוּלָה מִן הַיְהוּדִים.

גַּמְ" אֵיבְעִיָּא לְהוּ: אָמְרָה לְבַעְלָהּ "טְמֵאָה אֲנִי", מַהוּ שְׂתֹאכַל בְּתְרוּמָה? רַב שֵׁשֶׁת אָמַר: אוֹכֵלֶת, שְׁלֹא תִוָּצֵא לְעוֹ עַל בְּנֵיהָ. רַבָּא אָמַר: אֵינָה אוֹכֵלֶת, אִפְשָׁר דְּאִכְלָהּ חוֹלִין.

They subsequently retracted their words and said that in order that a married woman should not cast her eyes on another man and to that end ruin her relationship with her husband and still receive payment of her marriage contract, these *halakhot* were modified as follows: A priest's wife who says to her husband: I am defiled to you,^H must bring proof^N for her words that she was raped. As for a woman who says: Heaven is between me and you,^H the court must act and deal with the matter by way of a request,^N rather than force the husband to divorce his wife. And with regard to a woman who says: I am removed from the Jews,^H her husband must nullify his part, i.e., the aspect of the vow that concerns him, so that she should be permitted to him, and she may engage in sexual intercourse with him, but she is removed from all other Jews, so that if he divorces her she is forbidden to all.

GEMARA A dilemma was raised before the Sages, based on the second ruling of the mishna: If the wife of a priest said to her husband: I am defiled to you, what is the halakha with regard to whether she may partake of *teruma*?^{HB} Is the halakha that just as she is not believed with regard to divorce, so she is not believed with regard to *teruma*, or is the halakha that with regard to *teruma* she is believed, and therefore it is prohibited for her to partake of *teruma*, as is the halakha of a woman married to a priest who engages in sexual intercourse with a man other than her husband? Rav Sheshet said: She may partake of *teruma*, so that she not cast aspersions on her children. If she is barred from partaking of *teruma*, people will see this as supporting her claim that she had been raped, and rumors will circulate that her sons are unfit for the priesthood. Rava said: She may not partake of *teruma*, as she can partake of non-sacred food, and it is preferable that her claim that she is no longer permitted to eat *teruma* be taken into account.

NOTES

Must bring proof – תִּבְיֵא רֵאִיָּה: The early authorities are puzzled by this ruling: If, by Torah law, the wife's claim is accepted, how could the Sages decree that she is not believed? This would mean that her husband commits a transgression every time they engage in sexual intercourse, as she is forbidden to him as a woman who engaged in sexual intercourse outside the marriage [*zona*]. Furthermore, any children born later to them are in effect *halalim*, priests disqualified due to flawed lineage. Various answers have been offered. The Ran suggests in his first explanation that even according to the initial ruling cited by the mishna the Sages did not say that the woman's claim was accepted as true. Rather, the assumption is that she would not degrade herself as a victim of rape if it were a lie. Later, when they saw that women who cast their eyes on other men were not ashamed to make this claim, they retracted and ruled that such women are not believed at all.

The Ran states in his second explanation that here the Sages invoked their authority to nullify their marriage retroactively, and therefore she does not have the status of a *zona*. The later authorities discuss the various difficulties arising from this explanation. *Tosafot* accept this interpretation, but for a different reason. They point out that as a safeguard, the Sages have the power to uproot a Torah command, and therefore they can institute that she is not believed at all in this case, as there are good reasons not to accept her claim.

The court must act by way of a request – יַעֲשׂוּ דָרֶךְ בְּקִשָּׁה: This expression has been interpreted in several different ways. According to the Commentary on *Nedarim*, the court asks the husband to divorce her, but they do not force him to do so. *Talmidei Rabbeinu Peretz* explain that the court should help the two arrive at an arrangement acceptable to both parties. The Ritva likewise writes that it should attempt to conciliate both parties. In the Rambam's Commentary on the Mishna, he explains that the court should ask the woman to stay with her husband, but he maintains that she is not considered a rebellious wife if she refuses to comply. Yet others claim that the court asks her not to speak in this manner, as her claim is not believed (*Tosafot; Tosefot Rabbeinu Peretz*).

According to the *Arukh*, it is requested that she not worry about such matters, as she is not commanded to have children. In the Jerusalem Talmud it states that a meal is provided for the couple, to create an atmosphere that will encourage them to engage in sexual intercourse. This follows the opinion stated in the Jerusalem Talmud that she is claiming he ceased engaging in sexual intercourse with her. Rabbeinu Tam suggests an entirely different interpretation (see *Tosafot* on *Yevamot* 112a). He explains the word request as referring to prayer, meaning that the court should pray for the husband's recovery so that he should be able to engage in sexual intercourse with his wife.

איִשֵּׁת כֹּהֵן שְׁנֵאֲנָסָה – The wife of a priest who was raped – The Torah places restrictions on the women that a priest can marry. For example, a priest cannot marry a woman who was divorced or who engaged in sexual intercourse with someone to whom she is forbidden by Torah law (Leviticus 21:7). It is permitted for a woman married to an Israelite who was raped to continue living with her husband, since the extramarital intercourse took place against her will. The wife of a priest who was raped, however, is viewed as having engaged in sexual intercourse with someone who is forbidden to her, albeit against her will. For this reason she is now forbidden to her husband and he is obligated to divorce her.

אָמַר רַבָּא: וּמוֹדָה רַב שֶׁשֶׁת שְׂאֵם נִתְאַרְמְלָה שְׂאִינָה אוֹכְלֶת. מִיַּדֵּי הוּא טַעֲמָא – אֲלֵא מִשּׁוּם תּוֹצִיא לַעֲוֹן עַל בְּנֵיהּ, נִתְאַרְמְלָה וְנִתְגַּרְשָׁה – אָמְרִי: הֲשָׂתָא דְאַיְתִּנְסָא.

Rava said: And Rav Sheshet concedes that if this wife of the priest who claimed to have been raped was then widowed from him, she may not continue to partake of *teruma*. Why? Isn't the reason that she is permitted to partake of *teruma* only that she should not cast aspersions on her children? This being the case, if she was widowed or divorced, people will say that only now it occurred that she was raped, i.e., the entire incident occurred after she was no longer married to her husband. Therefore, rumors will not circulate that the children that she bore him beforehand are unfit.

אָמַר רַב פַּפָּא: בְּדִיק לֹן רַבָּא: אִשֵּׁת כֹּהֵן שְׁנֵאֲנָסָה, יֵשׁ לָהּ כְּתוּבָה אוֹ אֵין לָהּ כְּתוּבָה? בֵּינֵן דְּאוֹנָס לְגִבִּי כֹהֵן בְּרִצּוֹן לְגִבִּי יִשְׂרָאֵל דְּמִי – אֵין לָהּ כְּתוּבָה. אוֹ דִילְמָא מְצִי אָמְרָה לִיהּ – אַנָּא הָא חֲזוּנָא.

Rav Pappa said: Rava tested us with the following question: As for the wife of a priest who was raped⁸ in the presence of witnesses, is she entitled to receive payment of her marriage contract or is she not entitled to receive payment of her marriage contract? The Gemara explains the two sides of the question: Is the *halakha* that since rape with regard to a woman married to a priest is like willing sexual intercourse with regard to a woman married to an Israelite, as the wife of a priest who was raped is obligated to leave her husband, just as the wife of an Israelite who willingly engaged in sexual intercourse with another man is obligated to leave her husband, she is therefore not entitled to receive payment of her marriage contract? Or perhaps she can say to him: I am fit to continue being married, as, if her husband were an Israelite she would not be forbidden to him after being raped.

Perek XI

Daf 91 Amud a

וְגִבְרָא הוּא דְנִסְתַּחֲפָה שְׂדֵהוּ. וְאָמְרִינַן לִיהּ: מִתְנִינִי הֵיא, הָאוֹמְרֶת "טַמְאָה אֲנִי לְךָ" – יֵשׁ לָהּ כְּתוּבָה.

And it is the man, her husband, whose field was flooded. In other words, like one whose field was flooded and destroyed, it is he who has suffered a natural disaster, as it is his status as a priest that forces him to divorce his wife. Therefore, she is entitled to receive payment of her marriage contract. And we said to Rava, in response to his question: The answer to your question is found in the *mishna*, which states: A woman who says to her husband: I am defiled to you, is entitled to receive payment of her marriage contract.

בְּמַאי עֲסָקִינַן? אֵילִימָא בְּאִשֵּׁת יִשְׂרָאֵל, אֵי בְרִצּוֹן – כְּלוּם יֵשׁ לָהּ כְּתוּבָה? וְאֵי בְּאוֹנָס – מִי קָא מִיתְסָרָא עַל גְּבִרָא? וְאֵלֵא בְּאִשֵּׁת כֹּהֵן, אֵי בְרִצּוֹן – כְּלוּם יֵשׁ לָהּ כְּתוּבָה? מִי גְרָעָה מֵאִשֵּׁת יִשְׂרָאֵל בְּרִצּוֹן? אֲלֵא לֹא – בְּאוֹנָס, וְקִתְנֵי: יֵשׁ לָהּ כְּתוּבָה.

The Gemara analyzes the *mishna*: With what are we dealing? If we say the *mishna* is speaking of the wife of an Israelite, consider the following: If she claims that she engaged in sexual intercourse willingly, does she have any right to receive payment of her marriage contract?⁹ And if she says it was by force, i.e., she was raped,¹⁰ is she thereby forbidden to the man, i.e., her husband? But rather, the *mishna* must be referring to the wife of a priest. Again, what are the circumstances? If she claims that she engaged in sexual intercourse willingly, does she have any right to receive payment of her marriage contract? Is her law any less stringent than that of the wife of an Israelite who willingly engaged in sexual intercourse with another man? Rather, is it not that the sexual intercourse was by force? And the *tanna* teaches that she has a right to receive payment of her marriage contract.¹¹ This answers Rava's question.

HALAKHA

If willingly, does she have any right to her marriage contract – אי בְּרִצּוֹן כְּלוּם יֵשׁ לָהּ כְּתוּבָה: If a woman informed her husband that she engaged in sexual intercourse with another man, she is not believed with regard to being forbidden to her husband. She does, however, forfeit payment of her marriage contract, both the basic amount as well as the additional sum. She also forfeits all the entitlements due her as part of her marriage contract, as she confessed to the deed (Rambam *Sefer Nashim*, *Hilkhot Ishut* 24:18; *Shulḥan Arukh*, *Even HaEzer* 115:6).

איִשֵּׁת יִשְׂרָאֵל שְׁנֵאֲנָסָה – The wife of an Israelite who was raped – If the wife of an Israelite was raped, whether by a Jew or by a

gentile, or she unwittingly committed adultery, she is permitted to her husband (Rambam *Sefer Nashim*, *Hilkhot Ishut* 24:19).

And the *tanna* teaches that she has a right to receive payment of her marriage contract – וְקִתְנֵי יֵשׁ לָהּ כְּתוּבָה: A woman who was raped does not forfeit payment of her marriage contract, even if she was married to a priest. Her husband is obligated to pay her the basic sum as well as the additional amount. If her husband is a priest, he is coerced to grant her a divorce and to make payment of her marriage contract, in accordance with the opinion of Rav Pappa (Rambam *Sefer Nashim*, *Hilkhot Ishut* 24:22; *Shulḥan Arukh*, *Even HaEzer* 115:6).