

אָמַר לִיהוּ רַבָּא: הֲכִי הִשְׁתַּתְּא?! אִי אָמַרְתָּ בְּשִׁלְמָא רִישָׁא צְרִיכָא סִיפָא לָא צְרִיכָא, תַּנִּי סִיפָא דְלָא צְרִיכָא מְשׁוּם רִישָׁא דְצְרִיכָא. אֲלָא אִי אָמַרְתָּ רִישָׁא לָא צְרִיכָא סִיפָא לָא צְרִיכָא, תַּנִּי רִישָׁא דְלָא צְרִיכָא וְתַנִּי סִיפָא דְלָא צְרִיכָא!?

Rava said to him: How can these cases be compared? Granted, if you say that in the first clause it is necessary to teach both parts of the statement and in the latter clause it is not necessary to teach both parts of the statement, then it can be said that he taught the unnecessary latter clause due to the necessary first clause, as it is typical for a mishna to phrase both of its sections in the same style. But if you say that it is not necessary to teach both parts of the statement in the first clause and it is also not necessary to teach both parts of the statement in the latter clause, as one has accepted the other's entire statement by saying: And I, would the tanna teach an unnecessary first clause and teach an unnecessary latter clause? Since the addition of: And it is incumbent upon me, is not required in the latter mishna, it must be necessary in this mishna, so the inference of Rava is correct.

אָמַר רַבִּי יִצְחָק בַּר יוֹסֵף אָמַר רַבִּי יוֹחָנָן: הָאוֹמֵר לְשִׁלְחוּ,

After analyzing the mishna itself, the Gemara turns to a related issue. Rabbi Yitzhak bar Yosef said that Rabbi Yohanan said: One who says to his agent:

Perek II
Daf 12 Amud a

”צֵא וּקְדַשׁ לִי אִשָּׁה” סֵתֵם – אָסוּר בְּכָל הַנְּשִׂיִם שְׁבַע עוֹלָם; חֻזְקָה שְׁלִיחַ עוֹשֶׂה שְׁלִיחוּתוֹ, וְכֵן דְּלֹא פְרִישׁ לִיהוּ – הָא לֹא יָדַע הֵי נִיהוּ קַדִּישׁ לִיהוּ.

Go out and betroth^N a woman for me, without specifying a particular woman; from that moment onward the one who appointed the agent is forbidden to all the women^N in the world until he finds out which woman the agent betrothed. There is a presumption that an agent performs his assigned agency^H and that he has betrothed a woman for him, and since the agent did not clarify to him which woman he chose, he therefore does not know which woman is the one betrothed to him. If he now betroths another woman, it is possible that she is the daughter, sister, or mother of the one his agent betrothed on his behalf and is therefore forbidden to him.

אֵינְתִּיבִיהּ רִישׁ לְקִישׁ לְרַבִּי יוֹחָנָן: קִין תְּתוּמָה שְׁפָרְחָה גּוֹזֵל אֶחָד מֵהֶן לְאֹוִיר הָעוֹלָם, אוֹ שְׁפָרְחָה לְבִין חֲטָאוֹת הַמֵּתוֹת, אוֹ שְׁמַת אֶחָד מֵהֶן – יִקַּח זֶגַג לְשִׁנִּי.

Reish Lakish raised an objection to Rabbi Yohanan from a mishna (*Kinnim* 2:1): With regard to an impure person who comes to undergo his purification process, and for this purpose set aside an unspecified nest,^B meaning a pair of turtledoves or pigeons, to use for his offerings. One is to be a burnt-offering and one is to be a sin-offering, and he had not yet specified which bird will be used for which offering. If one fledgling of the pair flew^H away and escaped to the open air of the world, or if it flew among birds invalidated for sin-offerings that have been left to die,^N or if one of them died, in each of these cases the owner of the nest purchases a partner for the second, i.e., remaining, bird. At that point he may decide which is for a sin-offering and which is for a burnt-offering.

NOTES

Go out and betroth, etc. – צֵא וּקְדַשׁ לִי: He did not tell the agent which woman or where to find a woman to betroth (Commentary on *Nazir*), and the agent did not come back and inform him of his actions (*She'iltot deRav Ahai Gaon*), since he either died or left the region (*Halakhot Gedolot*). If the agent returns and claims he betrothed him to a particular woman, and this is confirmed by the woman, he is deemed credible, since one's agent is like himself and it is as though the man himself made these claims (*Rivash*).

He is forbidden to all the women – אָסוּר בְּכָל הַנְּשִׂיִם: The early commentaries question this, as, if there is a concern that the agent may have betrothed any woman to him, then no man should be allowed to betroth any woman, in case she is the one betrothed by the agent. Even if a woman was to claim that she never was betrothed to anyone, she cannot know if her father accepted betrothal on her behalf when she was a minor, at least in the case where her father is not available to clarify this.

Various suggestions have been given to answer this difficulty.

Tosafot state that the *halakha* in this Gemara is a rabbinic penalty instituted as a disincentive against behaving irresponsibly by appointing an agent with such vague instructions. This penalty is only for the one who appointed the agent, and no one else is impacted by it. In his *Sefer HaYashar*, Rabbeinu Tam writes that the presumption that an agent performs his assigned agency, which is the basis of the prohibition, is by rabbinic law, so the penalty is also by rabbinic law and applies exclusively to the one who appointed the agent. The *Rid* similarly states that since there is no guarantee that the agent betrothed any woman, the Sages rendered only the one who appointed the agent forbidden, as a penalty.

Flew among birds invalidated for sin-offerings that have been left to die – שְׁפָרְחָה לְבִין חֲטָאוֹת הַמֵּתוֹת: The *halakha* is that any sin-offering whose owner has achieved atonement by means of a replacement offering, or whose owner has died, must be set aside until it dies. Since this individual is unable to identify the fledgling that became mixed up with such sin-offerings, it too must be left to die.

HALAKHA

A presumption that an agent performs his assigned agency – חֻזְקָה שְׁלִיחַ עוֹשֶׂה שְׁלִיחוּתוֹ: If one instructs his agent to perform a matter on his behalf, the latter is presumed to have fulfilled his bidding. In matters of rabbinic law, this rule applies both as a leniency and a stringency. With regard to a matter that involves Torah law, this presumption is used to create a stringency, but a forbidden matter is not permitted based on this presumption (Rambam; Rabbeinu Tam). Others (Rash; Rosh) claim that this presumption can be used to be lenient even with regard to Torah prohibitions, if the agent knew that inaction on his part might lead others to sin (Rambam *Sefer Nashim, Hilkhot Ishut* 9:6 and *Sefer Zemanim, Hilkhot Eiruvim* 6:22; *Shulhan Arukh, Orach Hayyim* 409:8; *Yoreh De'a* 331:34; and *Even HaEzer* 35:11).

An unspecified nest... if a fledgling flew away, etc. – קִין תְּתוּמָה שְׁפָרְחָה גּוֹזֵל וְכוּ: If one fledgling flew out of an unspecified nest and escaped, or became mingled with sin-offerings that are left to die, or if one of the fledglings died, its owner must bring a new fledgling to pair with the remaining fledgling (Rambam *Sefer Avoda, Hilkhot Pesulei HaMukdashim* 9:1).

BACKGROUND

Nest – קִין: A pair of doves, either turtledoves or pigeons, were brought as offerings on a number of occasions. Generally one dove was brought as a burnt-offering and the other as a sin-offering by a woman after childbirth, or as part of the purification process of a woman who had experienced an unusual discharge of uterine blood (see *Leviticus* 12:6, 15:29). However, there are other cases where both doves were brought as burnt-offerings. Tractate *Kinnim* discusses some of the issues that arise with regard to this offering, e.g., the procedure if the birds are accidentally switched.

אימור – Say that the agent found her in the marketplace, etc. – בְּשׂוּקָא אֶשְׁבַּח וְכוּ: Some commentaries explain that the one who appointed the agent should choose a woman for himself from the marketplace, since she would be considered mobile and therefore presumed to be part of the majority, and her status would be established accordingly (Commentary on *Nazir*). The Rosh states that the Gemara is suggesting the agent might have found and betrothed a woman in the marketplace, in which case the prohibition was never fixed. The question of whether the status of a prohibition being fixed is determined by the moment that the prohibition begins, or by the moment that the prohibition becomes known, is discussed at length by the later commentaries.

HALAKHA

בְּאִשָּׁה – With regard to a woman who does not have, etc. – שְׂאִין לָהּ וְכוּ: If one says to his agent: Go and betroth a woman for me, and the latter died before telling the one who appointed him whether he carried out his task or whom he betrothed, the presumption is that the agent performed his agency, and the one who appointed the agent is forbidden to every woman in the world who has family members, e.g., a daughter, mother, or sister, who would render her prohibited as a forbidden relative. He is permitted to marry any woman who did not have an unmarried female relative at the time when he appointed the agent. The Rema adds that the same applies if all her relatives say they never were betrothed, and then they proceed to marry others (Rambam *Sefer Nashim, Hilkhot Ishut* 9:6; *Shulhan Arukh, Even HaEzer* 35:11).

וְאִילּוּ קָן מִפּוֹרְשֵׁת – אין לוֹ תִּקְנָה.

But if a fledgling flew away or died from a specified nest, after the owner had designated which bird would be used for which offering, and it is not known which bird escaped, it has no means of remedy. This is because he does not know whether the remaining fledgling is for a burnt-offering or a sin-offering.

וְאִילּוּ שְׂאֵר קִינִין בְּעֵלְמָא – מִיתְקַנָּן.
וְאִמְרֵי? לִימָא בְּלִ תְּדָא וְתְדָא דְלִמָּא
הָאִי נִיהוּ!

Reish Lakish infers: But generally, other nests belonging to other people are fit; there is no concern with regard to them. Reish Lakish states his objection to the opinion of Rabbi Yoḥanan: According to your opinion that there is a concern that each woman might be a relative of the woman the agent betrothed, then why should the *halakha* with regard to nests be so? Let us likewise say with regard to each and every fledgling bird in the world that perhaps this is the one that was consecrated and flew away. How can anyone ever use a bird for their own offering, as it may be the bird that flew away from someone else's nest?

אֲמַר לִיהִ: קְאָמִינָא אֲנָא אִשָּׁה דְלֵא
נִיְדָא, וְאִמְרֵת לִי אֵת אִיסוּרָא דְנִיְדָא?

Rabbi Yoḥanan said to Reish Lakish: I state my opinion that there is a concern for other women only with regard to a woman, who does not move but is fixed in her home. An unidentified item is presumed to have the same legal status as the majority of items like it, and there is no concern that it may be forbidden, even if there are some forbidden items like it. However, if this unidentified item was fixed in its place, there is an equal presumption that it may belong to the class of similar permitted items or to the class of similar forbidden items. Consequently, all women in the world are forbidden to him, as there is an equal presumption that she may or may not be a relative of the woman that the agent betrothed to him. And you speak to me of a prohibition that moves and is not fixed. Since the fledgling bird is not fixed in one spot, the majority is followed and the minority is ignored.

וְכִי תִימָא: הֲכָא נָמִי נִיְדָא, אִימור
בְּשׂוּקָא אֶשְׁבַּח וְקָדִישׁ – הֲתָם הֲדָרָא
לְנִיחוּתָא, גְּבִי קָן מִי הֲדָרָא?

And if you would say: Here too, she moves, since it is possible to say that the agent found the woman in the marketplaceⁿ and betrothed her there to the one who appointed the agent, so the prohibited woman was not in a fixed location? Nevertheless, there she eventually returns to her place of rest, i.e., her home, and is therefore considered to be fixed. Conversely, with regard to a nest, does the fledgling return to a fixed place? Since it does not, the assumption is that any bird has the status of the majority of birds in the world, which have not been consecrated as offerings.

אֲמַר רַבָּא: וּמוּדָה רַבִּי יוֹחֲנָן בְּאִשָּׁה
שְׂאִין לָהּ לֹא בֵּת, וְלֹא בֵּת בֵּת, וְלֹא
בֵּת בֶּן, וְלֹא אִם, וְלֹא אִם אִם, וְלֹא
אָחוֹת, וְאִף עַל פִּי שְׁהִיְתָה לָהּ אָחוֹת
וְנִתְגַּרְשָׁה לְאַחַר מִכָּאן – דִּהֲהִיא
שְׂרִיא.

Rava said: And Rabbi Yoḥanan concedes that with regard to a woman who does not haveⁿ a daughter, nor a daughter of a daughter, nor a daughter of a son, nor a mother, nor a mother of a mother, nor a sister who was single when he appointed the agent, that the one who appointed the agent may betroth her. There is no concern that the agent might have betrothed a relative that would now render such a woman forbidden. And even though she had, when he appointed the agent, a married sister, or daughter, or other female relative, and she was later divorced, Rabbi Yoḥanan concedes that this woman whom he wishes to now marry is permitted.

מֵאִי טַעְמָא – דִּבְהִיא שְׁעָתָא דְקָא
אֲמַר לִיהִ, הוּהוּ נְסִיבֵן לְגַבְרִי. בִּי מְשׁוּי
שְׁלִיחַ – בְּמִילְתָּא דְקִיְיָמָא קָמִיהּ,
בְּמִילְתָּא דְלֵא קִיְיָמָא קָמִיהּ – לֹא
מְשׁוּי שְׁלִיחַ.

What is the reason for this? It is that at that moment, when he told the agent to go betroth a woman on his behalf, these women were married to men. There is a principle that when one appoints an agent, he does so only with regard to a matter present before him. In other words, he instructs his agent to betroth a woman who is available at that time, but he does not appoint an agent with regard to a matter that is not present before him. Consequently, even if the agent betrothed one of the relatives of the woman after they were divorced, the betrothal would not take effect because he was not authorized to betroth them, and therefore the one who appointed the agent is permitted to the woman.

תנן: "הריני נזיר ועלי לגלח נזיר" ושמע
 חבירו ואמר "ואני ועלי לגלח נזיר". אם
 היו פקחין – מגלחין זה את זה, ואם
 לאו – מגלחין נזירים אחרים. בשלמא
 בתראא איבא קדמא קמיה, אלא
 קדמא – מי איבא בתראא קמיה?

The Gemara now proceeds to raise a difficulty against this last argument from the mishna: **We learned** in the mishna that if one says: **I am hereby a nazirite and it is incumbent upon me to shave a nazirite, and another heard him and said: And I am hereby a nazirite, and it is incumbent upon me to shave a nazirite, if they are perspicacious they shave each other; and if not, they shave other nazirites.** According to the reasoning that one takes into account only that which is possible at the time, the following difficulty arises: **Granted, the last person has the first one before him** and may have had in mind to volunteer to pay for the other's offerings; **but with regard to the first person, is the last one before him?** When the first one stated his vow, the other one was not yet a nazirite, and he could not have been taking him into account when he vowed to pay for the offerings of another. How can paying for the offerings of the second nazirite be considered a fulfillment of his vow?

Perek II
 Daf 12 Amud b

אלא הכי קאמר: אי משכחנא דהוי
 נזיר – אגלחיה. הכא נמי הכי קאמר
 ליה: אי משכחת דמיגדשה – קדיש לי.

Rather, it can be explained that **this is what he is saying: If I find someone who becomes a nazirite, I will shave him. Here too, in the case of betrothal, this is what the one who appointed the agent is saying to the agent: Even if the woman you find is married at this moment but when you come to her you discover that she has been divorced in the meantime, betroth her to me.** If so, he would be prohibited from marrying her sister, contrary to the ruling of Rava.

אמרי: לא משוי איניש שליח אלא
 במילתא דמצי עביד השתא, במילתא
 דלא מצי עביד ליה השתא – לא משוי.

The Gemara rejects this comparison: The Sages say that there is a distinction between the two cases: **A person appoints an agent only for a matter that he himself can perform now, at the time of the appointment, but for a matter that he cannot perform^N now, he does not appoint an agent.** Consequently, the agent cannot betroth a woman who was married at the time of his appointment. The one who appointed the agent may therefore marry the sister of the recently divorced woman, as stated by Rava.

ולא? תא שמע: האומר לאפוטרופוס
 שלו "כל נדרים שתדור אשתי מכאן עד
 שאבוא ממקום פלוני הפר לה" והפר
 לה, יכול יהו מופרין – תלמוד לומר
 "אשה יקימנו ואישה יפרנו" דברי רבי
 יאשיהו, ורבי יונתן אומר: מצנינו בכל
 מקום ששלוהו של אדם כמותו.

The Gemara asks another question on the ruling of Rava: **And can one not appoint an agent to betroth a woman in this manner? Come and hear a baraita that indicates the contrary: One who says to the steward [apotropos]¹ of his^H affairs: All vows that my wife will vow from now until I come from such and such a place, nullify for her,^B and the steward nullified them for her, one might have thought they are nullified.** Therefore, **the verse states: "Her husband sustains the vow and her husband nullifies the vow"** (Numbers 30:14); **this is the statement of Rabbi Yoshiya.** The repetition of "husband" teaches that it is the husband alone who may nullify his wife's vows. **And Rabbi Yonatan says: We have found in all places that the legal status of a person's agent is like that of himself.^H** Therefore, a steward, who serves as the husband's agent, may nullify the wife's vows.

BACKGROUND

Nullification of vows – הפרת נדרים: The *halakhot* of vows and their nullification are stated in the Torah (Numbers, chapter 30) and an entire tractate, *Nedarim*, is devoted to explaining these *halakhot*. In essence, when either a young woman still under her father's auspices or a married woman takes a vow, her father or her husband, respectively, can nullify the vow on the day that he

hears it if he does not approve of it. The Sages explained based on the verses that this is permitted only in certain situations. Only vows taken with regard to matters between the woman and her husband or between the young woman and her father can be nullified. Vows that do not affect the woman's relationship with her husband or father cannot be nullified.

NOTES

במילתא דלא – For a matter that he cannot perform – **מצי עביד**: The reason is that an agent cannot have more power than the one who appointed him, and since the action cannot be performed now, one cannot appoint an agent to perform it later. At this stage the action cannot be done, because it is considered to be an entity that has not yet come into the world (Rosh). As for the reason why a nazirite may shave someone who was not yet a nazirite at the time of his vow, Rabbeinu Azriel explains that since there were nazirites in the world at the time of his vow, it is not considered to be an entity that has not entered the world. The *Tosefot HaRosh* explains that there is a fundamental difference between an obligation that one accepts upon himself, which can refer to future developments as well, and the appointment of an agent, which applies only to acts that are possible at the time of the appointment.

LANGUAGE

Steward [*apotropos*] – **אפוטרופוס**: From the Greek *ἐπίτροπος*, *epitropos*, meaning appointee.

HALAKHA

האומר – דאומר: One who says to the steward of his, etc. – **לאפוטרופוס שלו וכי**: If one appoints an agent to nullify or ratify his wife's vows, the appointment is meaningless, since it is a biblical decree that only the husband can nullify or ratify his wife's vows (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 13:9; *Shulhan Arukh*, *Yoreh De'a* 234:30).

האומר – דאומר: The legal status of a person's agent is like that of himself – **שלוהו של אדם כמותו**: If one instructs his agent to betroth a woman on his behalf, or to perform a business transaction for him, the agent acts in his stead, and it is considered as though the one who appointed the agent performed the deed himself, since a person's agent is like himself (Rambam *Sefer Nashim*, *Hilkhot Ishut* 3:15; *Sefer Kinyan*, *Hilkhot Sheluhin VeShutafin* 1:1; and *Sefer Hafla'a*, *Hilkhot Shevuot* 7:6; *Shulhan Arukh*, *Hoshen Mishpat* 182:1 and *Even HaEzer* 35:1).

כל נדרים – shall be ratified – כל נדרים: If one says to his wife or daughter that all the vows that she vows from now until he returns from his travels shall be upheld, his statement is of no consequence (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 13:9).

They are hereby nullified, etc. – הרי הן מופרין וכו': If one says to his wife or daughter that all vows that she vows from now until he returns shall be nullified, his words are meaningless (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 13:9; *Shulhan Arukh Yoreh De'a* 234:28).

It is incumbent upon me to shave half a nazirite, etc. – הרי – עלי לגלח חצי נזיר וכו': If one says: It is incumbent upon me to shave half a nazirite, and another heard him and vowed to shave half a nazirite as well, they are each obligated to pay for half the offerings of a nazirite, in accordance with the opinion of the Rabbis (Rambam *Sefer Hafla'a, Hilkhot Nezirut* 8:20).

טעמא דאמר רחמנא "אישה יקימנו ואישה יפירנו". הא לאו הכי – אפטרופוס מיפר. ואילו גבי דידיה תניא: האמר לאשתו "כל נדרים שתדורי מכאן ועד שאבא ממקום פלוני יהו קיימין" – לא אמר בלום. "הרי הן מופרין". רבי אליעזר אומר: מופר, וחכמים אומרים: אינו מופר.

קא סלקא דעתין: בי אמר רבי אישה – אליבא דרבנן דאמרי: לא מצי מיפר. ואי לאו דאמר רחמנא "אישה יקימנו ואישה יפירנו" – אפטרופוס הוה מיפר!

ודלמא אליבא דרבי אליעזר, דאמר: מצי מיפר. אי הכי למה לי לשוויי שליח? ליפר לה איהו! קסבר: דלמא משתלינא, או רתחנא, או מיטרידנא.

מתני' "הרי עלי לגלח חצי נזיר". ושמע חבירו ואמר "ואני עלי לגלח חצי נזיר" – זה מגלח נזיר שלם, וזה מגלח נזיר שלם, דברי רבי מאיר. וחכמים אומרים: זה מגלח חצי נזיר, וזה מגלח חצי נזיר.

Even according to Rabbi Yoshiya, who maintains that the steward cannot nullify her vows, the reason is that the Merciful One states in the Torah: "Her husband sustains the vow and her husband nullifies the vow," but if it were not so, the steward could nullify even the future vows of the wife. However, with regard to the husband himself it is taught in a mishna (*Nedarim* 75a): One who says to his wife: All vows that you will vow from now until I come from such and such a place shall be ratified,^h he has not said anything. However, if a husband says: All vows that you will vow from now until I come from such and such a place, they are hereby nullified,^h Rabbi Eliezer says: It is nullified, and the Rabbis say: It is not nullified.

The Gemara finishes the question: It enters our mind to say that when Rabbi Yoshiya said that the steward cannot nullify the vows, he spoke in accordance with the opinion of the Rabbis, who say that the husband is not able to nullify her vows ahead of time, and yet, even according to their approach, if the Merciful One had not stated in the Torah: "Her husband sustains the vow and her husband nullifies the vow" the steward would be able to nullify such vows. This proves that one can appoint an agent for something he himself cannot do at the time, which contradicts the statement of Rava.

The Gemara rejects this: And perhaps Rabbi Yoshiya spoke in accordance with the opinion of Rabbi Eliezer, who says the husband can nullify the vows ahead of time, and it is for this reason that he can appoint the steward to do the same. The Gemara rejects this: If so, why do I need to make him into an agent; let him nullify the future vows for herⁿ before he sets out on his journey. The Gemara answers: He thinks, perhaps I will forget, or become angry, or be occupied with other matters when I am about to set out on my journey. This is why he appoints an agent to nullify the vows on his behalf, and no proof can be derived from this *baraita*.

MISHNA If one says: It is incumbent upon me to shave half a nazirite,^h i.e., he is vowing to pay half the costs of a nazirite's offerings, and another heard and said:ⁿ And I, it is incumbent upon me to shave half a nazirite, this one shaves a whole nazirite and that one shaves a whole nazirite, i.e., each pays the full cost of a nazirite's offerings; this is the statement of Rabbi Meir, since there is no such entity as half a nazirite. And the Rabbis say: This one shaves half a nazirite and that one shaves half a nazirite; they may join together to pay for the offerings of one nazirite.

NOTES

Let him nullify for her – ליפר לה איהו: The Commentary on *Nazir* explains this as follows: Let him nullify her vows for her at this point in time. *Tosafot* maintain that the Gemara means he should nullify them upon his departure. He does not wish to nullify them now in case she utters vows before he leaves that he will want to ratify. He also does not wish to nullify now any vows that she will utter from the time that he departs, as his wife may take offense at his nullifying her vows, which could lead to quarrels between the couple before the husband's departure.

And another heard and said – ושמע חבירו ואמר: The commentaries point out that this clause is superfluous since the dispute between Rabbi Meir and the Rabbis applies even to a single person who vows in this manner. This phrase was added only due to its similarity to the previous mishna (Rabbeinu Todros). The Rosh states that this clause does teach a novelty with regard to the opinion of Rabbi Meir; it is seen from this addition that even if there are two people, in which case they can together bring a complete set of nazirite offerings, Rabbi Meir still holds that each of them is obligated to pay for all the offerings of a nazirite.

Tumtum – טומטום: A *tumtum* has no visible protruding sex organ. For this reason he cannot be identified as a man, and he appears to be a woman. Yet since he bears no secondary female characteristics, he is not identified as a woman either.

Hermaphrodite [*androgynos*] – אנדרוגינוס: From the Greek *ἀνδρόγυνος*, *androgynos*, literally meaning man-woman, i.e., one who has both male and female reproductive organs.

גמ' אמר רבא: הכל מודים כל היכא דאמר "חצי קרבנות נזיר עלי" – חצי קרבן מיייתי: "קרבנות חצי נזיר עלי" – כוליה קרבן בעי איתניי: מאי טעמא – דהא לא אשכחן נזירות לפלגא.

GEMARA With regard to this dispute, Rava said: **All concede that whenever one said: Half of the offerings of a nazirite are incumbent upon me,^H he brings half of the offerings, since he vowed to pay only that amount. Also, everyone agrees that if he said: The offerings of half a nazirite are incumbent upon me, he needs to bring all of the offerings of a nazirite. What is the reason that he must bring all of the offerings of a nazirite? It is that we have not found such an entity as half a naziriteship. If one vowed to be half a nazirite, he is a full nazirite.**

וכי פליגי – בלישנא דמתניתין פליגי, רבי מאיר סבר: בין דאמר "הרי עלי" – איחייב אכוליה קרבן נזירות, וכי קאמר חצי נזירות – לאו כל כמיניה. ורבנן סברי: נדר ופתח עמו הוא.

And when they disagree, it is only in a case of one who used the precise wording of the mishna. Rabbi Meir holds that once he said: It is incumbent upon me, he is obligated in all of the naziriteship offerings, and when he later says: Half a naziriteship, it is not in his power to uproot his first obligation. And the Rabbis hold that it is a vow with its inherent opening.^N By saying he had only half the offerings of a nazirite in mind from the outset, he has nullified his own vow.

מתני' "הריני נזיר לכשיהיה לי בן" ונולד לו בן – הרי זה נזיר. נולד לו בת, טומטום, ואנדרוגינוס – אינו נזיר. אם אמר "כשיהיה לי וולד" – אפילו נולד לו בת, טומטום, ואנדרוגינוס – הרי זה נזיר.

MISHNA If one said: **I am hereby a nazirite when I will have a son,^H and a son was born to him, he is a nazirite. If a daughter, a *tumtum*,^B or a hermaphrodite [*androgynos*]^L is born to him, he is not a nazirite, since a son was not born to him. However, if he says: I am hereby a nazirite when I will have a child, then even if a daughter, a *tumtum*, or a hermaphrodite is born to him, he is a nazirite.**

HALAKHA

Half of the offerings of a nazirite are incumbent upon me – חצי קרבנות נזיר עלי: If one says: It is incumbent upon me to pay for half the offerings of a nazirite, or: It is incumbent upon me to shave half a nazirite, he must cover the expenses for half the offerings of a nazirite of his choice, and that nazirite pays the rest. However, if he said: It is incumbent upon me to pay for the offerings of half a nazirite, he must pay for all the offerings of a nazirite, since there is no such thing as half a naziriteship. The Ra'avad suggests a different distinction between the expressions. He claims that if one says: It is incumbent upon me to pay for the offerings of half a nazirite, he brings only half, but

if he states: The offerings of half a nazirite are incumbent upon me, he must pay for all the nazirite offerings (Rambam *Sefer Hafl'a*, *Hilkhot Nezirut* 8:18).

I am hereby a nazirite when I will have a son – הריני נזיר – לכשיהיה לי בן: If one says: I am hereby a nazirite when I will have a son, and a son is born to him, he is a nazirite. If he had a daughter, a *tumtum*, or a hermaphrodite, he is not a nazirite. However, if he vowed to be a nazirite when he will have a child, he is a nazirite whether he has a son, a daughter, a *tumtum*, or a hermaphrodite (Rambam *Sefer Hafl'a*, *Hilkhot Nezirut* 1:17).

NOTES

A vow with its inherent opening – נדר ופתח עמו: Some commentaries (*Tosafot*; Rabbeinu Peretz) explain that this means that the last part of his statement explains the first part, and he is therefore liable for only half the offerings of a nazirite. The Commentary on *Nazir*, as well as Rabbi Avraham min HaHar, explains that even the Rabbis agree that if one person alone says: It is incumbent upon me to shave half a nazirite, he is obligated to pay for all of the offerings. The Rabbis disagree with Rabbi Meir only with regard to two people who stated

the same vow. The reason is that the circumstances show that each of them had only half an offering in mind, so they can pay for a full set of offerings together. This circumstantial evidence is what the Gemara means by: Its inherent opening. This interpretation also explains why the mishna cited a case involving two people (Rabbeinu Peretz). See *Nushat Rivon* in the Vilna edition, which states that even if there were no other person who vowed with him, he can approach any nazirite and offer to pay for half of his offerings.