

## OVERVIEW of the Daf

### 1) Clarifying the dispute (cont.)

The Gemara concludes the incident involving Ilfa.

R' Chisda in the name of Mar Ukva rules that regardless of the language utilized by the father his children are to be provided with all their needs.

This ruling is unsuccessfully challenged.

### 2) Transactions executed by minors

Rafam explains the ruling of a Mishnah and cites our Mishnah as proof to that ruling.

The proof is unsuccessfully challenged.

### הדרן עלך מציאת אשה

3) **MISHNAH:** The Mishnah discusses cases where a husband's vow becomes grounds for divorce.

### 4) Prohibiting one's wife from benefiting from his property

The Mishnah's implication that a husband can take a vow to prohibit his wife from benefiting from his property is challenged.

One resolution is suggested but rejected.

Another resolution is offered and it stands up to many attempted refutations.

Two additional explanations of our Mishnah are presented.

Each resolution is unsuccessfully challenged.

### 5) The third party

The Gemara questions why it is permitted for the husband, who took a vow that his wife should not benefit from his property, to set up a third party to support his wife when the third party is merely acting as his agent.

R' Huna suggests that he did not make the third party his agent but rather promised to take care of whom ever provides support for his wife.

This resolution is unsuccessfully challenged.

Rabbah presents what turns out to be an unsuccessful challenge to R' Huna's ruling.

### 6) Clarifying a Mishnah in Nedarim

The Gemara cites the full text of a Mishnah cited earlier that pertains to arranging to provide benefit to someone who is prohibited from benefiting from his friend's property.

Rava inquires about the rationale behind R' Yosi's opinion in the Mishnah. ■

## Distinctive INSIGHT

*Why is the messenger considered an agent for the husband?*

ופרנס לאו שליחותיה קא עביד

The Mishnah presented a case where a husband made an oath that he prohibits his wife from benefiting from his property. This creates a serious problem, as we know that among the obligations of a husband to his wife is that he provide support for her. The Gemara struggled and finally came to an understanding why such an oath is valid, as it is not allowed for a person (the husband) to prohibit upon another (the wife) a sum for which he is obliged to pay.

The Mishnah ruled that in this case, the husband should provide support for his wife through an intermediary for up to thirty days, until the matter is either resolved with the husband resuming payment, or with his divorcing the wife. The Gemara asks, how can we allow a messenger to provide for the wife, and be reimbursed by the husband? All he is doing is apparently fulfilling the wishes of the husband, and this is also a violation of the oath.

The Taz (Y.D. 160, #11) asks, why should the Gemara be concerned that the messenger is fulfilling the wishes of the husband? The rule is that "אין שליח לדבר עבירה—a messenger cannot do a sin by proxy." Accordingly, although the husband himself would be in violation of his oath if he would directly provide support for his wife, doing so via an intermediary should alleviate this problem. The husband is not sinning, and the messenger is not his representative in this regard.

The Taz establishes a new principle based upon this observation. Although we say that there is no messenger for sin, this only means that no punishment may be meted out against the one who sent a messenger when the sin is done by his agent. The sin is, nevertheless, attributed to the one who delegates this act on the part of another. That is why, in this case, the husband cannot have his wife fed by a messenger, as this violates his oath.

Mishne L'melech (הלכות מלוה ולוה הי"ד) writes that in this case we would say that there a messenger can be used to commit a sin. Here, the messenger is not bound by the oath (he is not a בר חיובא), and for him there is nothing wrong with feeding the wife. In such a case, the sinful aspect of the act done by the envoy is associated with the one who sent him.

In his קובץ שיעורים, R' Elchonon Wasserman points out that our Gemara is not faulting the messenger for his role. This is not what bothers the Gemara. It is the oath of the husband which is the problem. Whenever the husband must reimburse the agent, it is clear that the oath is being compromised. Due to this factor, benefit is being provided from the husband to the wife, and the role of the messenger is not a factor. ■

## HALACHAH Highlight

### Can a borrower prohibit his property to his lender?

וכיון דמשועבד לה היכי מצי מדיר לה

But since he is obligated to [support] her how can he take a vow against her?

There was once a borrower who prohibited all his property to his lender and the question arose whether he can pay off his debt since that is money that he owes to the lender or perhaps he is required to nullify his vow before paying back his debt. The question was presented to Rav Mordechai Yaakov Breish<sup>1</sup>, the Chelkas Yaakov, for a ruling. Chelkas Yaakov began by quoting Rema<sup>2</sup> who discusses this matter. Rema cites a dispute whether a borrower has the ability to prohibit his property to his lender. The first opinion maintains that the borrower cannot prohibit his property to his lender unless he prohibits it to everyone in the world. Gra<sup>3</sup> cites the comment in our Gemara that since a husband is obligated to support his wife how can he take a vow to prohibit his property to her? The second opinion maintains that a borrower is able to prohibit his property to the lender, although Gra<sup>4</sup> adds that the borrower is placed in חרם until he is released from his vow.

Since the first opinion is mentioned without introduction and the second opinion is introduced with the words, "There are dissenting opinion..." halacha should follow the first opinion and the vow should not take effect. This is based on the rule mentioned by Shach<sup>5</sup> that **סתם ויש הלכה**

## REVIEW and Remember

1. At what age are children capable of making transactions?
2. When does the vow of a husband necessitate a divorce?
3. What are the three circumstances under which a husband can prohibit his property to his wife?
4. How is it possible to arrange to feed someone who is prohibited from one's property?

**כסתם**— When there is an anonymous ruling and a dissenting opinion introduced with the phrase, "And there are those..." halacha follows the first opinion. The difficulty is that Shach<sup>6</sup> rules in this case that the borrower should be placed in חרם until he is released from his vow. Chelkas Yaakov suggests that perhaps Shach follows the second opinion as a stringency. In other words, since it is possible to release the vow, which accommodates both positions, it is best to do so rather than only accommodate one position even though that is the one that would be followed in halacha. ■

1. שו"ת חלקת יעקב יו"ד סי' קכ"ו.
2. רמ"א חו"מ סי' קי"ז סעי' ז'.
3. ביאור הגר"א שם ס"ק כ"ה.
4. ביאור הגר"א שם ס"ק כ"ו.
5. ש"ך יו"ד סי' רמ"ב הנהגת או"ה אות ה'.
6. ש"ך יו"ד סי' רכ"א ס"ק מ"ג. ■

## STORIES Off the Daf

### The Begrudging Husband

"המדיר את אשתו מליהנות לו..."

Our Mishnah discusses the halachic ramifications if a man made a neder prohibiting himself from providing for his wife. Although these halachos are discussed in the Gemara and in the Poskim, this type of question is not one that should ever be relevant to a ben Torah. Such a willfully begrudging attitude is the very opposite of the Torah way in marriage. All of our Gedolim honored their wives and went out of their way to help them.

When the Rebbetzin of Rav Shach, zt"l, was once ill, she expressed a very strong desire for watermelon. The Gadol (who was over seventy years old at the time,) did not hesitate for a moment. He quickly left their small apartment, went on foot to the local fruit store, and purchased a large watermelon, which he then carried himself. People walking down the street in Bnei Brak could hardly believe their eyes. The Rosh Yeshivah walking with a watermelon tucked beneath his arm only to gladden his wife!

The Rebbetzin enjoyed a certain Yiddish magazine which could only be purchased in a distant shop in Shikun

Gimel, a neighborhood that was about two kilometers away from their apartment. Despite the distance, the Rosh Yeshivah would walk there every day to pick up the daily paper. Rain or shine, heat wave or frost, the Rosh Yeshiva did not miss a single day.

When a certain young girl offered to do this chore for him, he refused. "What do you think? Do you imagine I have so many mitzvos that I can afford to give out what little I have? If you want mitzvos, you will have to search for your own. There are definitely enough to go around, but my mitzvos you may not take under any circumstances!" ■