

This month's Daf Digest is dedicated in memory of
Rivka Yenta bas Asher Anshel & Yosef ben Chaim haCohen Weiss on 8 and 14th of Elul
By Mr. and Mrs. Manny Weiss

OVERVIEW of the Daf

1) Ruling on the dispute in the Mishnah (cont.)

R' Illa cites an example of a person who declares, when he still owns a field, that it will be sanctified after he sells it and buys it back, as precedent to the case of a woman who declares the work of her hands sanctified to her husband to take effect after she is divorced.

R' Yirmiyah challenges this comparison and offers an alternative analogy.

R' Pappa rejects this analogy and offers an alternative analogy.

R' Shisha the son of R' Idi rejects R' Pappa's analogy and suggests an alternative analogy.

R' Ashi questions this analogy and therefore offers an alternative to R' Huna the son of R' Yehoshua's earlier explanation (85b).

The Gemara unsuccessfully challenges R' Ashi's explanation.

2) **MISHNAH:** The Mishnah lists many examples of revocations that were done in error and rules that the revocation may be repeated.

3) Clarifying the Mishnah

The Gemara infers that the Mishnah must hold that the phrase, "יניא אותה" is to be understood literally. ■

REVIEW and Remember

1. If a person declares, "This field that I am going to sell to you should be sanctified when I repurchase it," does it become sanctified when he repurchases it?

2. If a person declares "This field that I am going to pledge to you for ten years should be sanctified when I redeem it," does it become sanctified when he redeems it?

3. Explain הקדש חמץ ושחרור מפקיעין מידי שעבוד.
4. What are some examples when someone must revoke a vow a second time?

Distinctive INSIGHT

The lesson of the Mishnah about a mistaken הפרה

נדרה אשתו וסבור שנדרה בתו וכו' הרי זה יחזור ויפר

The Mishnah teaches the law that a nullification which is pronounced in error is not valid. Therefore, if the man nullified the oath thinking that it was stated by his wife, and he then learns that it was his daughter who made the vow, the nullification is not valid. The Gemara tells us that this is derived from the verse (Bamidbar 30:9) "יניא אותה— he shall restrain her." This indicates that the response of the husband/father must be directed and focused to the person who made the neder. Here, where the man was mistaken, thinking it was his wife who spoke when it was in fact his daughter, the הפרה does not take effect.

Keren Orah asks why it is necessary for the verse to teach this lesson in reference to nedarim, when we find throughout the Torah that an act done in error is not honored as being valid. For example, if a person erroneously declares something to be consecrated, it is not a valid designation (see Nazir 9a). Similarly, if one designates produce as teruma while misunderstanding his true circumstances, the teruma is not valid (see Mishnah Terumos 3:8). We would therefore expect the mistaken nullification of the neder to be meaningless, even without this special verse. What, then, is the purpose of the verse in this context?

Keren Orah answers that if the husband/father insists that he wishes to retract his nullification of the oath due to the misunderstanding, it is clear that he may do so. The verse is necessary in a case where the man wishes to sustain the הפרה and use it for his wife, despite his having thought it was his daughter who spoke. Without the verse, we might have thought that this would be a valid הפרה. The verse teaches that at the time he speaks the husband must know exactly whose vow he is nullifying.

קהלות יעקב (#43) answers that the verse is necessary in a case where the man's wife and daughter are standing before him. After hearing one of them make a vow, and thinking that it was his daughter, the man calls out, "I nullify it for you," without clarifying to whom he is addressing his words. When he realizes that it was, in fact, his wife, we

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HALACHAH Highlight

If one intends to bless one person and it turns out to be someone else

נדרה אשתו וסבור שנדרה בתו...הרי שה יחזור ויפר

If one's wife made a vow and he thought it was his daughter who made the vow [and revoked her vow]... he must revoke the vow again

Rabbeinu Nissim¹, the Ran, asserts that if a person intends to bless one person and it turns out that the recipient of the beracha is someone else, the beracha does not take effect. He proves this assertion by citing the ruling in our Mishnah. The Mishnah rules that if a man's wife took a vow and thinking that it was his daughter who made the vow he revoked it, he must revoke the vow again when he realizes that it was really his wife who took the vow.

The obvious question against this assertion, that Ran himself asks, is how was Yaakov able to take the beracha from Yitzchok if Yitzchok thought that he was giving the beracha to Esav. Ran answers that there is a distinction between a beracha that a person is giving from himself and a

beracha that is coming from Hashem. When a prophet gives a beracha through prophecy he is nothing more than a conduit for that beracha but it is not subject to his free choice, not with regards to the message nor with regard to the words. This is similar to one who takes a barley kernel and plants it in the ground thinking it was a wheat kernel. The farmer's thought is not going to inhibit the kernel from sprouting into a plant. The issue of a beracha not taking effect when it was intended for another person applies only when the person is formulating the beracha on his own. Accordingly, since the beracha that Yitzchok was prepared to give came to him through prophecy rather than through himself his intent did not detract from the efficacy of the beracha. The reason Hashem did not inform Yitzchok that Esav was not worthy of a beracha and that he should bless Yaakov was that He did not wish to distress Yitzchok. If Yitzchok became distressed he would not give the beracha with a full heart or with the same joy and that, in fact, could negatively impact the efficacy of the beracha. ■

1. דרשות הר"ן סוף הדרוש החמישי ■

STORIES Off the Daf

The ten-year lease

שדה זו שמשכנתי לך לעשר שנים

A certain Jew rented a large property from a non-Jew for ten years. The terms of their contract were that for the period of the rental, the renter could build whatever he wanted and do what he wished with the property as long as when the lease ran out the property would be returned to the owner in its original condition. Any structures built would have to be demolished.

After a few years, the Jewish community couldn't find an appropriate spot to build a mikveh. Finally, after much searching, they sub-let part of the non-Jew's property from the Jewish tenant. After several years, the Jewish renter purchased the property from the non-Jewish owner. After the ten years were up, the Jew demanded that the commu-

nity demolish the mikveh and clear out of his property.

The kahal refused and the litigants went to the Netziv, zt"l, for adjudication. The representative of the community said, "Since we had permission to do as we wished the whole time, our situation should be similar to a sale. Why does buying the property from the non-Jew have any effect on the parcel that was sub-let to us? When the lease is up, the mikveh should be like hefker property! How can the non-Jew sell what was already sold to us?"

The Netziv replied, "Since one can declare his field hekdesch even while it is mortgaged by another for ten years as we find in Nedarim 86, one can definitely declare rented property hekdesch. Your claim that the community's right to build makes it as if the property was sold to you is incorrect. This was merely a condition of the rental agreement. Clearly, the sale is valid and the law is that the community must demolish the

mikveh.

The Netziv concluded, "However, the renter is known to be a good Jew, and he surely wishes to do the great mitzvah of helping the community. I am sure that you will come to some kind of agreement amenable to both parties, even though doing so is going beyond the letter of the law as far as his obligations are concerned!" ■

(Insight...Continued from page 1)

might say that this nullification is adequate, as his statement was somewhat vague, and it could be interpreted as having been aimed at the wife. Perhaps we could have said that a mistaken intent is invalid only when his words are aimed at one person and his thoughts are toward another. But in this case, his words might be seen as addressing whichever of the two who pronounced the vow. Therefore, the verse teaches that this nullification is also invalid. ■