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נדרים ה'
The Chicago Center

OVERVIEW of the Daf

1) Clarifying the Mishnah (cont.)

The Gemara cites the opinion of R' Yosi the son of R' Chanina who maintains, as does Shmuel, if one simply states, "I am vowed from you," they are both prohibited to derive benefit one from the other.

This position is successfully challenged.

R' Yosi the son of R' Chanina's position is revised and he distinguishes between one who vows, "I am vowed to you," where they are prohibited to one another and "I am vowed from you," where only the one who made the vow is prohibited.

It is noted that this revised explanation can fit within R' Yosi the son of R' Chanina's position but not within Shmuel's position.

A revised version of Shmuel's position is suggested and rejected.

Another version of Shmuel's qualification to the Mishnah is suggested.

2) Partial declarations that are inconclusive

The Gemara infers from Shmuel's explanation that he maintains that partial declarations that are inconclusive are not valid.

This inference is confirmed as Shmuel explains the Mishnah in accordance with R' Yehudah who maintains that partial declarations that are inconclusive are not valid and the Mishnah that contains R' Yehudah's position is cited.

The Gemara wonders what compelled Shmuel to explain the Mishnah in accordance with R' Yehudah rather than explain the Mishnah according to Rabanan who main-

(Continued on page 2)

REVIEW and Remember

1. According to R' Yosi the son of R' Chanina, what is the meaning of the phrase מודרני הימך?

2. According to the Gemara's conclusion, what qualification did Shmuel put on the Mishnah's ruling?

3. What is the essential language of a גט?

4. How does the dispute between Abaye and Rava parallel the dispute between R' Yehuda and Rabanan?

Distinctive INSIGHT

Does Shmuel agree with R' Yehuda?

לימא קסבר שמואל ידים שאין מוכיחות לא הויין ידים

Shmuel learns that the reason the oath mentioned in the Mishnah is valid is that the speaker finished his sentence and not only said, "I make an oath," but he also said, "that I will not eat from you." Apparently, any statement which is less specific than that is inadequate.

The Gemara asks, "Does this mean that Shmuel holds that ידים שאינם מוכיחות are not sufficient? Rashba and Ran write that from the question of the Gemara, and from the Gemara's response it seems that Shmuel himself actually is of the opinion that ידים שאינם מוכיחות are insufficient. Tosafos brings another proof to show that Shmuel is consistent in this view. The Gemara in Kiddushin (5b) brings a statement of Shmuel where a man gives a woman money for kiddushin, and he tells her, "With this money you are betrothed." Shmuel holds that the kiddushin are only valid if the man clearly finishes off the proposal with the words "to me." Otherwise, there is an element of uncertainty in his offer to the woman regarding to whom she is betrothed. Although it seems that the man intends for the kiddushin to be to himself, his statement is not fully detailed, and as such it is not conclusive (ידים שאינם מוכיחות), and Shmuel is the one who says that it is inadequate unless it is better clarified.

However, Tosafos brings another statement of Shmuel which seems inconsistent with this. On Gittin 26a, the Gemara teaches that if a scribe writes divorce forms (he produces skeletal documents to be finished later), he must leave blank the space to fill in the name of the man, the woman, and the date. Shmuel adds that he must also leave blank the space to write "Behold you are permitted to any man..." as this is the main statement of the divorce document. Tosafos notes that if Shmuel holds according to R' Yehuda, who requires ידים מוכיחות, Shmuel should also demand that the word "ודין—and this is the document" also be written later, as this is the opinion of R' Yehuda.

Due to this question, Tosafos concludes that although Shmuel explains the Mishnah according to R' Yehuda, that is due to internal indications that the Mishnah was authored by R' Yehuda. However, Shmuel himself personally does not agree with R' Yehuda. ■

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In memory of our mother
מרת שרה מלכה בת ר' זאב ,ע"ה

HALACHAH Highlight

Using Hebrew and Aramaic in a גט

דתנן גופו של גט הרי את מותרת לכל אדם

As the Mishnah taught: The essence of a גט is the words, "You are now permitted to any man."

Rambam[1] rules that a גט that was written partially in one language and partially in another language is Rabbinically invalid. Nevertheless, he rules that a גט that was written in Aramaic with the following line in Hebrew, הרי את מותרת לכל אדם—You are permitted to any man— the גט is valid. Ba'al Haitur[2] notes that these two rulings are seemingly contradictory.

The Rema[3] suggested a number of resolutions for this matter. One solution is that the line in Hebrew appears at the very end of the גט after the important parts of the גט were already written uniformly in Aramaic. This last line written in Hebrew does not add to the validity of the גט; rather it serves to enhance the document (לייפוי השטר בלבד), therefore, it is not included in the Rabbinic restriction. Another proposed resolution is that the disqualification applies only when the גט was divided almost equally between two different languages. In this case since the majority of the גט is written in one language and there is only one phrase that is written in another language it is valid even according to Rambam.

Rema mentions that Rav Shmuel Yehudah Katzenelenbogen was not satisfied with these resolutions so he offered some alternative resolutions. Aramaic is not a different language than Hebrew; rather it is corruption of the Hebrew language and as such they are considered to be the same language and thus there is no issue to write a גט in Aramaic and include a line in Hebrew since it is all considered to be uniform as far as language is concerned. A final proposed solution is that Aramaic is distinctly different from other foreign languages in that the Torah itself utilizes Aramaic words, (e.g. יגר שהדותא Breishis 31:47). Since the Torah fells comfortable using a mixture of Hebrew and Aramaic it is acceptable for a גט to contain a mixture of these two languages and Rambam's disqualification will apply to a mixture of two other languages. ■

1. רמב"ם פ"ד מהל' גירושין ה"ח
2. בעל העיטור מאמר שביעי על נוסח הגט המובא במסכת גיטין פה
3. שו"ת הרמ"א סי' קכ"ו-ק"ל ■

(Overview. Continued from page 1)

tain that partial declarations that are inconclusive are binding.

Rava identifies what compelled Shmuel to explain the Mishnah like R' Yehudah.

Abaye and Rava dispute whether partial declarations that are inconclusive are valid.

Rava points to the source for his position that they are not valid.

It is suggested that this dispute between Abaye and Rava parallels the dispute between R' Yehudah and the Rabanan.

Abaye and Rava explain how their position may be accepted by both Tannaim. ■

STORIES Off the Daf

The bequest

ורבא אמר

There was once a wealthy elderly man who lived in the city of Toledo, Spain, who had never been blessed with children. He decided that since money would not avail him in the next world, it would be wiser to declare whatever remains of his estate hekdesh as of that moment from the instant before he died.

The childless man drafted his will but stipulated that if he had a child, the hekdesh would be nullified and all of his property would instead be held in trust by the Beis Din until the youngster reached the age of thirteen. In the event that he did not survive to manhood, the entire property would revert to hekdesh. Barring that, the property would be returned to him at his bar mitzvah, but the Beis Din would collect 300 zehuvim on behalf of the hekdesh of Toledo.

Subsequently, the man had a son and died soon after. When the son reached the age of thirteen, the elders of Toledo requested the promised 300 zehuvim, a veritable fortune. However, the young man refused. When they went to Beis Din, the boy claimed that his late father's language was that the elders would collect the money for the communal treasury, not that it would actually be hekdesh. His father was merely stating his preference, not consecrating the money. The community elders and the heir decided to place their dispute before the renowned Rashbah, zt"l, for adjudication. He ruled that the heir must pay.

One of his proofs was from today's daf. The Rashbah said, "Rava says in the first chapter of Nedarim 5b that one who gives his wife a divorce doesn't need to write 'you are divorced minai,' from me, since no one may divorce another man's wife. His meaning is obvious. If this is the rule in the case of divorce which is a serious matter, how much more so is it the rule regarding monetary matters that bear far less severe consequences in the event of an error! If we take the entire will into account, it is obvious that the deceased intended the community to receive part of his estate. Slightly vague language certainly is no excuse for failing to fulfill the will of the deceased!" ■

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