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Daf Notes is currently being dedicated to the neshamot of

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Partial Knowledge

The *Mishna* had stated: If he says, “I knew that *nedarim* could be revoked, but I didn’t know that this classified as a *neder*,” Rabbi Meir says: He cannot revoke the *neder*. The *Chachamim* say: He may revoke the *neder*. (Rabbi Meir maintains that in this case, where the husband has only partial knowledge, the *neder* cannot be revoked at all; not on the day that he heard it, and not on the day that he was informed that the *neder* may be revoked. He cannot revoke it on the day that he heard the *neder* because “the day that he heard” means “on the day that he knew that the *neder* can be revoked.” And he cannot revoke it on the day that he realized that it may be revoked, for his silence up until then was regarded as a confirmation. The *Chachamim* disagree because they hold that partial knowledge is regarded as complete knowledge, and therefore the *neder* can be revoked on the day that he heard about the *neder*.)

The *Gemora* asks a contradiction (where we see that Rabbi Meir holds that partial knowledge is significant): It is written: *without seeing*. This teaches us that a blind person (who does not have the ability to see) who killed another person inadvertently will not be liable to exile; these are

the words of Rabbi Yehudah. Rabbi Meir says: This phrase comes to include a blind person. (*Since he is partially aware of the victim’s presence, it is sufficient awareness for his action to be regarded as negligent; this seemingly contradicts his opinion stated in the Mishna that partial knowledge is not regarded as complete knowledge!*)

Rava answers: The context in each topic is different. Rabbi Yehudah understands from the verse, “and someone who will come to his friend in the field,” that the verse must be referring to anyone who can come into a forest, including a blind person. Accordingly, it is difficult to say that the verse “without seeing” includes a blind man, as I would have known that based on the verse above! It must be that “without seeing” tells us that a blind man is not included (*in the laws of having to go to a city of refuge if he accidentally kills someone*).

Rabbi Meir understands that the verse states, “without knowledge,” implying that only people who have their full faculties are included, as opposed to a blind person. Accordingly, it is difficult to say that the verse, “without seeing,” is telling us that a blind man is not included, as we would have known this from “without knowledge.”

It must be that “*without seeing*” tells us that a blind man is included in these laws. (87b – 88a)

Mishna

A person vows not to benefit from his father-in-law, but his father-in-law wants to give his daughter (*the person’s wife*) money. He can tell his daughter, “These monies are given to you as a present as long as your husband has no jurisdiction over them, and that you take it (*the food purchased with this money*) and put it into your mouth.” (*Otherwise, the halachah is that whatever the woman acquires belongs to her husband; here, that is avoided, by stipulating that she should not acquire it until she puts it into her mouth.*) (88a)

A Wife’s Ownership

Rav says: This (*Mishna’s law*) is only if he said, “and that you take it (*the food purchased with this money*) and put it into your mouth.” If he said, “that you do whatever you want,” the husband acquires the monies. Shmuel argues: Even if he said “that you do whatever you want,” the husband does not acquire the monies.

Rabbi Zeira asked: Who is this statement of Rav in accordance with? It must be in accordance with Rabbi Meir who says that the hand of a woman is like the hand of her husband.

The *Gemora* asks a question on this assumption from a *braisa*, which states: How does one make a partnership in an alleyway (*known as a “shituf*

mevo’os,” which enables people from many courtyards that open into a single street to be able to carry in that street on Shabbos if it has walls)? He puts down the barrel (*containing food*), and he says that he is acquiring this for all of the people of the alleyway. He can perform this acquisition for them by having the acquisition done by his Jewish slaves, or his older (*adult or teenage*) children, or his wife. The *Gemora* therefore asks, according to our *Mishna* that whatever a woman acquires is automatically acquired by her husband, how can she acquire for the other people who live in these courtyards? The barrel (*of food*) still belongs to him!

Rava answered: Even though Rabbi Meir said that the hand of a woman is like the hand of her husband, Rabbi Meir agrees regarding this partnership in the alleyway that because the intent is for her to acquire for others, she may do so. (*Rabbi Meir would agree that if the husband himself gives something to his wife, he surrenders his rights to the property. Here, where he is giving the eruv to her on behalf of others, it is like he is giving a present to her, and he has no rights to it.*)

Ravina asked Rav Ashi that there seems to be a *braisa* contradicting this *braisa*. This other *braisa* states: A person can make an acquisition for others through his older (*adult or teenage*) children or his Jewish servants. However, he may not make such an acquisition through his children who are minors, his non-Jewish servants and his wife.

Rav Ashi therefore gives a different answer to the question above. He says: The earlier *braisa* (*saying a wife can acquire for others in the partnership*) is discussing a wife who owns a courtyard that shares the same alleyway as that of her husband. Being that she must acquire a share in the food for her privately owned courtyard (*that her husband does not own*), she can acquire for others as well. [*However, a wife cannot normally acquire the food for this partnership for others.*] (88a – 88b)

He answers that it is regarded as a condition contrary to what is written in the Torah, and the stipulation is not valid. The Torah rules that whatever the woman acquires belongs to the husband; he doesn't have the power to override that.

The Avnei Miluim writes that since this is a monetary law, his condition will be valid even though it is contrary to the rules of the Torah.

INSIGHTS TO THE DAF

Condition Against the Torah

The *Mishna* states: A person vows not to benefit from his father-in-law, but his father-in-law wants to give his daughter (*the person's wife*) money. He can tell his daughter, "These monies are given to you as a present as long as your husband has no jurisdiction over them, and that you take it (*the food purchased with this money*) and put it into your mouth." (*Otherwise, the halacha is that whatever the woman acquires belongs to her husband; here, that is avoided by stipulating that she should not acquire it until she puts it into her mouth.*)

The Rashba asks: How can it be that the husband will acquire the gift against the will of the father-in-law if the father-in-law does not specify both statements? The father-in-law specifically stipulated that he is giving this to her on the condition that the husband does not acquire it!