

## לרבי מאיר תנאו קיים וכולי -

**According to *Rabi Mayer* his stipulation is valid, etc.**

### Overview

The *ברייתא* cites a dispute between ר"מ and the רבנן in a case where the father of the אמה made a stipulation not to be מייעד her. According to ר"מ the stipulation is valid, but according to the רבנן the stipulation is void since he is שכתוב בתורה. The גמרא then cited another *ברייתא* in which there is a dispute between ר"מ ור"י regarding one who was מקדש a woman with the stipulation that he is not responsible for שאר כסות ועונה. According to ר"מ the תנאי is בטל and she is מקודשת, while according to ר"י the תנאי is valid regarding monetary obligations (like שאר (וכסות). The גמרא asks that ר"מ is contradicting himself.<sup>1</sup>

מדרבנן<sup>2</sup> אדרבנן לא קשיא<sup>3</sup> דיעוד לא הוי<sup>4</sup> דבר שבממון:

**There is no contradiction between the רבנן (who maintain by יעוד that תנאי בטל) and the רבנן (who maintain that תנאו קיים שבממון), since יעוד is not a דבר שבממון.**

### Summary

דבר שבממון is not יעוד.

### Thinking it over

Is דבר שבממון a עונה?

<sup>1</sup> In the case of יעוד he holds that תנאו קיים and by שאר כסות ועונה he maintains בטל.

<sup>2</sup> The ר"מ of בר פלוגתא is ר' יהודה (תנאו בטל) who maintain יעוד (who maintain that תנאי בטל) in the *ברייתא* of רבנן. It is mentioned as 'רבנן' since the הלכה is (usually) like ר"י against ר"מ.

<sup>3</sup> Seemingly here too where the master is buying an אמה (which is a דבר שבממון) the stipulation is regarding a דבר שבממון (the purchase of the אמה). Why does ר"י (רבנן) maintain that תנאו בטל?

<sup>4</sup> The תנאי was not regarding the sale, but rather regarding יעוד, which is not a דבר שבממון.